

# Notice & Agenda

## Swift County Board of Commissioners

Tuesday, June 3, 2014

9:00 AM

**Swift County Courthouse LEC Conference Room** – 301 14<sup>th</sup> St N, Benson, MN

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

<u>Time</u>	<u>Reference</u>	<u>Item</u>
9:00 a.m.		<b>Call to Order and Roll Call</b>
9:01 a.m.		<b>Approve Agenda</b>
9:03 a.m.		<b>Consent Agenda</b>
	1-2	(1) Minutes from the May 20, 2014 Meeting
	3	(2) Consider approval of a liquor license for East Honebrink
	4	(3) Consider approval of tobacco licenses for the following businesses: Don's Super Valu of Appleton, Casey's General Store #3268, Ascheman Uni-Mart & Deli Corp, Brinks Beer Joint & Grill, House of Spirits/City of Appleton.
	5	(4) Consider approving increased credit card purchasing limits for certain employees.
9:04 a.m.		<b>Consider Approval of Commissioner warrants</b>
9:05 a.m.		<b>Commissioner and Board reports</b>
9:20 a.m.		<b>County Administrator report</b>
9:25 a.m.		<b>Citizens Comments</b>
9:25 a.m.		<b>Dawn Hegland – UMVRDC Executive Director</b> Update on Appleton Design Team Visit
9:40 a.m.		<b>Brenda Semler, Youth Programs Director</b> Youth Programs Annual Report
	6	
9:50 a.m.		<b>Introduction of Tim Miller candidate for Minnesota House 17A</b>
10:05 a.m.		<b>County Treasurer Ron Vadnais</b>
	7-8	Treasurer's Office Annual Report
	9-11	Review first quarter 2014 financials
	12-13	Consider taxpayer request to abate late property tax payment penalty
10:10 a.m.		<b>Scott Collins Environmental Services Director</b>
	14-17	Consider approving amended Conditional Use Permit #4473 for an industrial track expansion with railroad spur. Alliance Energy Services, LLC (Owner)
	18-21	Consider approving amended Conditional Use Permit #4470 for the construction of a facility to receive by truck and/or rail bulk dry fertilizers, store and load. Glacial Plains Cooperative (Owner)

**Swift County Board of Commissioners**  
**June 3, 2014 Meeting Agenda**  
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<u>Time</u>	<u>Reference</u>	<u>Item</u>
10:25 a.m.		<b>Andy Sander, County Engineer</b>
	22-26	Consider approval to enter into a Joint Powers agreement Grant County to oversee and let the district wide HSIP project SP 088-070-040
	27-34	Consider approval to use CSAH 35 as a Mn/DOT detour route.
	35-36	Consider final approval for payment to Commerford Gravel, Inc. for the 2013 gravel crushing contract.
		<b>Other Business</b>
	37-65	Consider approving 2014-2016 Labor Agreement between AFSCME Local No. 2538 Human Services Unit and Swift County
11:00 a.m.		<b>Adjournment</b>

# **SWIFT COUNTY BOARD MINUTES**

## **May 20, 2014**

Chairman Fox called the meeting to order at 11:00 AM with all members present as well as County Administrator Mike Pogge-Weaver, County Attorney Robin Finke and Amanda Ness.

Chairman Fox noted that Ron Vadnais would not be presenting to the board and that #6, approval of a solid waste abatement for one year for Parcel #28-0072-000, would be removed from the consent agenda. Commissioner Hendrickx asked that consideration of Conditional Use Permit #4457 be moved to just after the Public Hearing is opened.

Chairman Fox asked for any additional changes or additions to the agenda. None were reported.

**05-20-14-01** Commissioner Hendrickx moved and Commissioner Peterson seconded to approve the agenda with the noted changes. Motion carried unanimously.

**05-20-14-02** Commissioner Klemm moved and Commissioner Rudningen seconded to approve the Consent Agenda which consisted of: (1) Minutes from the May 6, 2014 Meeting (2) Appointment of Dr. Richard R. Horecka to the SCBH Board of Directors (3) Approval of a resolution setting a wheelage tax in 2015 for transportation improvements in Swift County (4) Appointment of Andy Sander to a four year term as County Engineer running until May 31, 2018 (5) Approval of solid waste abatements for Parcel #23-0388-100, Parcel #23-0388-200, Parcel #17-0045-000, Parcel #26-0095-050, Parcel #02-0033-100 and (6) Approval of an appropriation of up to \$1,000 to the Wellbeing Committee.

Commissioner Hendrickx pointed out that Parcel #28-0072-000 is assessed \$50 for commercial solid waste and an additional \$50 for residential solid waste. Since the commercial portion of the property is not currently being used he recommended abating that portion of the solid waste assessment.

**05-20-14-03** Commissioner Hendrickx moved and Commissioner Peterson seconded to approve a \$50 commercial solid waste abatement for Parcel #28-0072-000.

**05-20-14-04** Commissioner Rudningen moved and Commissioner Hendrickx seconded to approve the Commissioner warrants as follows: Revenue: \$123,966.22; Road and Bridge: \$206,990.42; Solid Waste: \$38,791.13; Welfare & Family Services: \$394.76; County Ditches Fund: \$3,282.03; and County Health Insurance Fund: \$1,325.00 which includes the following bills over \$2,000: Ascheman Oil, \$4,716.00; Computer Professionals Unlimited Inc., \$5,048.00; Duinick Inc., \$162,618.63; Election Systems & Software Inc., \$7,607.50; Kandiyohi County Sheriff's Dept., \$2,915.00; KSCR, \$2,015.00; L.G. Everist, Inc., \$25,378.39; Law Enforcement Technology Group LLC, \$29,995.00; Macteck Systems Inc., \$3,985.00; MN Pollution Control, \$17,032.71; Pflipsen Trucking LLC, \$10,816.32; Ron Ringquist, \$2,030.88; Safe Avenues, \$2,925.00; Southside Body Shop & Glass, \$3,569.35; Swift County Fair Association, \$17,000.00; Swift County Historical Society, \$16,900.00; Waste Management of Northern Minnesota, \$7,805.35; and WEX Bank, \$5,913.86. Motion carried unanimously.

Board and Committee Reports were given as follows: Chairman Fox reported on the Chippewa River Watershed, Woodland Centers, and the Wellbeing Committee. Commissioner Klemm reported on the Mental Health Advisory Council, RDA, Prairie Lakes Youth, and the Safety Committee. Commissioner Peterson reported on the Policy Committee, HRA, and Countryside Public Health. Commissioner Rudningen reported on the Policy Committee, Mental Health Advisory Council, Wellbeing Committee, and the ATV Committee. Commissioner Hendrickx reported on the ATV Committee, Woodland Centers and the Corporate Compliance Committee.

Vicki Syverson, Executive Director of the Swift County HRA, asked the board to consider allowing the HRA to establish an emergency housing revolving loan fund program to help lower income homeowners pay for repairs on existing houses in Swift County. This would help homeowners to be able to participate in the Small Cities

Development Grant who are unable to procure the borrower's portion of \$6,250 to maximize the grant. The loan would be secured by a lien against the house and the homeowner would make semi-annual payments when the real estate taxes are due.

**05-20-14-05** Commissioner Peterson moved and Commissioner Rudningen seconded to approve the establishment of a \$30,000 revolving loan fund. Motion carried unanimously.

Administrator Pogge-Weaver presented the board with an amendment to the County's Credit Card Policy to allow non-employee meals to be paid for with County issued credit cards.

**05-20-14-06** Commissioner Peterson moved and Commissioner Rudningen seconded to approve the amendment to the Credit Card Policy 510. Motion carried unanimously.

The board took a recess at 11:40 AM and reconvened at 1:00 PM.

**05-20-14-07** Commissioner Rudningen moved and Commissioner Peterson seconded to open the public hearing on the adoption of a revised Subsurface Sewage Treatment Management Ordinance. Motion carried unanimously.

Environmental Services Direct Scott Collins presented the board with Conditional Use Permit #4457 for Johnson Dairy, Inc. (Owner) for an amendment to modify an existing CUP for a feedlot with the capacity of 1190 animal units. The amendment would eliminate a previously permitted but not yet constructed facility and proposes a breezeway/walkway, a compost barn housing 150 mature dairy cows, and a heifer barn housing 300 dairy heifers.

**05-20-14-07** Commissioner Rudningen moved and Commissioner Klemm seconded to approve CUP #4457. Motion carried unanimously.

Director Collins presented the board with the revised Subsurface Sewage Treatment Management Ordinance.

**05-20-14-08** Commissioner Hendrickx moved and Commissioner Peterson seconded to close the public hearing. Motion carried unanimously.

**05-20-14-09** Commissioner Hendrickx moved and Commissioner Rudningen seconded to adopt the revised Subsurface Sewage Treatment Management Ordinance. Motion carried unanimously.

Chairman Fox adjourned the meeting at 1:15 PM.

WITNESSED:

\_\_\_\_\_  
Joe Fox, Chair

ATTEST:

\_\_\_\_\_  
Michel Pogge-Weaver, Clerk of the Board



# Request for Board Action

BOARD MEETING DATE:  
June 3, 2014

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Auditor	REQUESTOR: Marlene Molden/Kim Saterbak	REQUESTOR PHONE: 320-843-4069
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval of a liquor license for East Honebrink.	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Liquor licenses are required to be reviewed by the Board of Commissioners
BACKGROUND/JUSTIFICATION: New liquor license for this business	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	The license has been reviewed by the County Attorney and County Sherriff. Both have signed off on the license. No violations of their license have been reported.

### Budget Information

FUNDING: n/a
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### Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Approval	RECOMMENDATIONS: Approval
COMMENTS: None	COMMENTS: None



# Request for Board Action

BOARD MEETING DATE:  
May 6, 2014

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Auditor	REQUESTOR: Marlene Molden/Kim Saterbak	REQUESTOR PHONE: 320-843-4069
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval of tobacco licenses for the following businesses: Don's Super Valu of Appleton, Casey's General Store #3268, Ascheman Uni-Mart & Deli Corp, Brinks Beer Joint & Grill, House of Spirits/City of Appleton.	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Tobacco licenses are required to be reviewed by the Board of Commissioners
BACKGROUND/JUSTIFICATION: Yearly renewal of tobacco license.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	The license has been reviewed by the County Attorney and County Sherriff. Both have signed off on the license. No violations of their license have been reported.

### Budget Information

FUNDING: n/a
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### Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Approval	RECOMMENDATIONS: Approval
COMMENTS: None	COMMENTS: None



# Request for Board Action

BOARD MEETING DATE:  
June 3, 2014

## Commissioner's Report

### Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving increased credit card purchasing limits for certain employees.	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? No	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Human Services has requested that the credit card account limit be increased for Rebecca Brown and JoNell Schmidt to \$1,000. These increased limits are due to the purchasing and travel needed by these two employees.  Sheriff's Department has requested an increased credit card limit for Judd Latham to \$2,000. Judd makes purchased for other employees in the Sheriff' Department related to travel and training. Currently the Sheriff and Chief Deputy Sheriff are the only two employees in the Sheriff's Department that are choosing to receive credit cards in the Sheriff's Department.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

### Budget Information

FUNDING: n/a
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### Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

### Board Action

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

# Swift County Youth Programs 2013 Programs Report

<b><u>Drug Education Programs</u></b>	Number of Participants
Family Challenge/Carnival	132
Red Ribbon Drug Awareness	926

<b><u>School Year Programs</u></b>	Number of Participants
After School Programs	271
Feeling Good Mileage Club	176
Parent's Night Out (4 sessions)	31

<b><u>Summer Programs</u></b>	Number of Participants
Bingo Buddies - Appleton (5 sessions)	50
Dodgeball - Benson/KMS (2 sessions each location)	43
Fun and Games Benson/KMS (2 sessions each location)	37
One of a Kind Kid Camps (4 camps)	122
Ready Set Cook Benson/KMS (2 sessions each location)	22
STAMP Mentoring - Benson (6 sessions)	21

**Donations-** \$249 from camp participants

### **Collaborating Agencies**

Appleton Area Family Connections (AAFC)  
 Appleton VFW  
 City Offices - Appleton, Benson, and Kerkhoven  
 Countryside Public Health - nursing staff  
 MN Aqua  
 Prairie 5 Rides  
 Riverview Apartments - Appleton  
 Safe Avenues  
 Salvation Army  
 Swift County Food Shelf  
 Swift County Housing and Redevelopment Authority  
 Swift County Human Services  
 Swift County Parks and Drainage  
 Swift County Restorative Justice  
 Trinity Lutheran Church, Benson  
 University of MN Extension

### **Board Member**

Appleton Area Family Connections  
 Healthy Community/Healthy Youth  
 Restorative Justice  
 Salvation Army  
 Swift County Food Shelf

### **School Agencies**

Appleton/Milan Elementary - Administration & staff  
 Benson Elementary - Administration & staff  
 KMS Elementary - Administration & staff  
 Northside Elementary - Administration & staff  
 Healthy Communities/Healthy Youth  
 Community Ed - Benson, KMS, Lac qui Parle

## 2013 TAX COLLECTIONS

TAX DISTRICT	CHANGED LEVY	TOTAL COLLECTED	TOTAL UNCOLLECTED	% UNCOLLECTED
APPLETON	\$395,032.84	\$394,174.84	\$858.00	0.22%
BENSON	\$381,214.12	\$375,291.31	\$5,922.81	1.55%
CAMP LAKE	\$317,640.00	\$314,154.00	\$3,486.00	1.10%
CASHEL	\$672,915.08	\$672,915.08	\$0.00	0.00%
CLONTARF	\$887,412.55	\$885,772.06	\$1,640.49	0.18%
DUBLIN	\$953,059.52	\$945,945.80	\$7,113.72	0.75%
EDISON	\$374,429.00	\$368,987.00	\$5,442.00	1.45%
FAIRFIELD	\$433,627.50	\$429,030.50	\$4,597.00	1.06%
HAYES	\$543,550.32	\$543,538.80	\$11.52	0.00%
HEGBERT	\$351,441.00	\$348,012.00	\$3,429.00	0.98%
KERKHOVEN	\$364,930.92	\$364,528.92	\$402.00	0.11%
KILDARE	\$579,009.50	\$575,908.50	\$3,101.00	0.54%
MARYSLAND	\$529,855.14	\$528,331.14	\$1,524.00	0.29%
MOYER	\$385,255.62	\$383,485.62	\$1,770.00	0.46%
PILLSBURY	\$726,001.84	\$723,676.39	\$2,325.45	0.32%
SHIBLE	\$399,902.18	\$399,592.18	\$310.00	0.08%
6 MILE GROVE	\$638,577.84	\$631,481.84	\$7,096.00	1.11%
SWENODA	\$587,855.90	\$587,829.36	\$26.54	0.00%
TARA	\$633,650.54	\$632,994.04	\$656.50	0.10%
TORNING	\$1,080,684.68	\$1,065,885.18	\$14,799.50	1.37%
WEST BANK	\$503,400.72	\$498,246.72	\$5,154.00	1.02%
APPLETON CITY	\$1,975,254.80	\$1,921,933.93	\$53,320.87	2.70%
BENSON CITY	\$3,094,681.54	\$3,061,609.94	\$33,071.60	1.07%
CLONTARF CITY	\$153,192.70	\$150,097.20	\$3,095.50	2.02%
DANVERS	\$123,406.98	\$119,089.98	\$4,317.00	3.50%
DEGRAFF	\$58,596.06	\$54,824.06	\$3,772.00	6.44%
HOLLOWAY	\$500,114.00	\$498,862.00	\$1,252.00	0.25%
KERKHOVEN CITY	\$548,402.58	\$534,665.58	\$13,737.00	2.50%
MURDOCK	\$358,250.00	\$356,106.98	\$2,143.02	0.60%
<b>TOTALS</b>	<b>\$18,551,345.47</b>	<b>\$18,366,970.95</b>	<b>\$184,374.52</b>	<b>0.99%</b>

## Swift County Vital Statistics Report (2013)

Thru December 31, 2013

### 2012 DATA

Birth Certs Issued	Death Certs Issued	Marriage Licenses	Passports Issued	Notaries Filed
312	647	11-regular		
		37-reduced fee		22 @ \$20.00
County Fees Collected				
\$2,705.00	\$2,386.00	\$1,200.00		\$440.00

Miscellaneous Fees: Marriage Certificates = \$729.00      Data Reports = \$100.00  
 Total County Fees collected                      **\$7,560.00**

### 2013 DATA

Birth Certs Issued	Death Certs Issued	Marriage Licenses	Passports Issued	Notaries Filed
		13-regular		
289	539	20-reduced fee		12 @ \$20.00
County Fees Collected				
\$2,559.00	\$2,149.00	\$825.00		\$240.00

Miscellaneous fees: Marriage certificates=\$567.00  
 Data Reports = \$99.00

TOTAL COUNTY FEES COLLECTED      =      **\$6,439.00**



# Request for Board Action

BOARD MEETING DATE:  
June 3, 2014

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Treasurer	REQUESTOR: Ron Vadnais	REQUESTOR PHONE: 320-843-3544
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Review 1st Quarter 2014 Cash & Investments	
AGENDA YOU ARE REQUESTING TIME ON: 10:05 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? NO
IS THIS MANDATED? NO	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: N/A	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

### Budget Information

FUNDING: N/A
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### Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: N/A	RECOMMENDATIONS: N/A
COMMENTS: N/A	COMMENTS: N/A

Swift County Cash  
Investments-2014

<u>FUND #</u>	<u>FUND NAME</u>	<u>BANK #</u>	<u>INSTITUTION</u>	<u>ID#</u>	<u>TOTAL INVEST.</u>	<u>INTEREST RATE</u>	<u>MONTH ENDED</u>	<u>ACCRUED INTEREST</u>	<u>INTEREST MTD</u>
1097	Revenue	15	AllyBK	02005QS38	\$0.00		31-Mar-14	\$0.00	\$42.74
1001	Tax Accts-Consolidated		Various		\$7,500.00		31-Mar-14		
1001	Revenue/checkir	2	St Bk of Danvers	267151	\$353,123.42	0.10%	31-Mar-14		\$25.87
1001	Revenue	1	1st Security Benson	MMIS#1007665	\$600,524.46	0.20%	31-Mar-14		\$241.27
1001	Revenue	1	WELLS FARGO	1AB21819	\$181,710.70	0.01%	31-Mar-14		\$7.78
1092	Rev/Health Care	15	Franklin Fund-MF	45789	\$524,981.42	1.22%	31-Mar-14	\$1,336.82	\$1,371.64
1101	Human Services	1	1st Security Benson	MMIS#1006436	\$225,054.82	0.20%	31-Mar-14		\$33.21
1101	Human Services	17	Co-op Credit-Benson	Savings#14534	\$205,761.42	0.30%	31-Mar-14	\$152.21	
3001	R&B	13	Comm Dev Bk	29306	\$754,046.08	0.20%	31-Mar-14	\$371.86	
3001	R&B	1	1st Security Benson	MMIS#1006493	\$1,900,912.37	0.20%	31-Mar-14		\$294.03
1097	Revenue	15	Goldman Sachs	38143AQG3	\$100,000.00	0.75%	31-Mar-14	\$336.99	
1097	Revenue	15	Compass Bank	20449E6F8	\$100,000.00	0.80%	31-Mar-14	\$245.48	
3001	R&B	15	Mizuho Bk	60688MFF6	\$249,000.00	0.30%	31-Mar-14	\$96.19	
3001	R&B	15	Bk of Baroda	06062AGL7	\$249,000.00	0.30%	31-Mar-14	\$92.10	
1097	Revenue	15	Bk of India	06278CER2	\$100,000.00	0.55%	31-Mar-14	\$292.33	
1097	Revenue	15	DiscoverBk-DE	254671BH2	\$100,000.00	1.05%	31-Mar-14	\$362.47	
1097	Revenue	15	Synovus Bk-Georgia	87164DEA4	\$100,000.00	0.35%	31-Mar-14	\$24.93	
1097	Rev/R&B/HS Er	4	Riverwood Bk	811001421	\$200,000.00	1.05%	31-Mar-14	\$120.82	\$3,028.11
	TOTALS				\$5,951,614.69	0.47%			
1001	Revenue	18	SCBH-LOAN		\$1,897,039.10	2.00%	31-Mar-14	\$3,118.42	\$3,173.31
1001	Revenue	18	CNH LOAN#1		\$914,331.41	1.75%	31-Mar-14	\$3,550.86	
1001	Revenue	18	CNH LOAN#2		\$330,687.77	1.75%	31-Mar-14	\$1,284.25	

## Swift County Cash &amp; Investments

(Includes unrealized gains)

As of 3/31/14

Acct	3/31/14 Balance
<b>ASSETS</b>	
Cash and Bank Accounts	
Citizens Alliance Bank-Murdock	2,500.00
Financial SecurityBk-Kerkhoven	2,500.00
HS MMKT#1006436-1st Security	225,054.82
HS-MMIS# 14534(Credit Union)	205,761.42
PSB-Appleton	2,500.00
R&B 14-1	249,000.00
R&B 14-2	249,000.00
R&B MMKT#29306-ComDevBank	754,046.08
R&B-MMIS#1006493-1st Security	1,900,912.37
Rev-MMKT#1007665-1st Security	600,524.46
Revenue 14-2	0.00
Revenue12-4	100,000.00
Revenue12-5	100,000.00
Revenue12-6	100,000.00
Revenue13-9	100,000.00
Revenue14-3	100,000.00
StBkDanvers	353,123.42
WELLS FARGO	181,710.70
<b>TOTAL Cash and Bank Accounts</b>	<b>5,226,633.27</b>
Other Assets	
EMP BENEFITS--CD@ Riverwood Bk	200,000.00
<b>TOTAL Other Assets</b>	<b>200,000.00</b>
Investments	
REV-HEALTH CARE	524,981.42
<b>TOTAL Investments</b>	<b>524,981.42</b>
<b>TOTAL ASSETS</b>	<b>5,951,614.69</b>
<b>LIABILITIES</b>	<b>0.00</b>
<b>OVERALL TOTAL</b>	<b>5,951,614.69</b>



# Request for Board Action

BOARD MEETING DATE:  
June 3, 2014

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Treasurer	REQUESTOR: Ronald Vadnais	REQUESTOR PHONE: 320-843-3544
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Taxpayer requests abatement of penalty due to health issues	
AGENDA YOU ARE REQUESTING TIME ON: 10:05 a.m.	ARE YOU SEEKING APPROVAL OF A CONTRACT? NO
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: See attached letter	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? NO 1 <sup>st</sup> time request	

### Budget Information

FUNDING: n/a
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### Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Deny the abatement based upon past practice and the precedence that is would set.
COMMENTS: None	COMMENTS: None

May 27, 2014

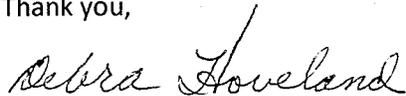
To Whom It May Concern,

I would like to request a one-time penalty waiver. I have always paid my property taxes early, however, this time I unfortunately missed it.

On Easter Sunday, April 20<sup>th</sup>, I turned 60 and ended up in the hospital with a bleeding ulcer. While still recovering two weeks later, I had to be treated for pneumonia. Over this past weekend, I started to pay my hospital/surgery bills and realized that I had not paid my property taxes. I sincerely apologize for my oversight. If you need, I can certainly send you a physician's letter.

Enclosed please find my check for the taxes. Please excuse the penalty. I have never been late and it will not happen again.

Thank you,

A handwritten signature in cursive script that reads "Debra Hoveland".

Debra Hoveland

651-464-8399

Enclosures



# Request for Board Action

BOARD MEETING DATE:  
June 3, 2014

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Environmental Services	REQUESTOR: Scott Collins	REQUESTOR PHONE: 320-843-2356
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Alliance Energy Services, LLC (Owner)	
AGENDA YOU ARE REQUESTING TIME ON: 10:10 AM	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: Conditional Use Permit for an industrial track expansion with railroad spur located in Section 1 of Six Mile Grove Township. The purpose of this rack system will be to unload propane from railroad cars for transport and delivery. Required Conditional Use Permit per subsection 5.3 Code of Ordinances, Urban Development District. Allowable use with Conditional Use Permit.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

### Budget Information

FUNDING:
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### Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Review and take an action.
COMMENTS: n/a	COMMENTS: None

**Proposed Special Conditions**  
**Alliance Energy Services, LLC**  
**Conditional Use Permit #4473**

1. The permit holder shall comply with all applicable governmental laws, rules and regulations as they may apply to the project.
2. The permit holder shall comply with all applicable FAA rules and regulations as they may apply to the project.
3. The permit holder shall comply with all applicable environmental rules and regulations as they may apply to the project.
4. Drainage in the area cannot be negatively affected.
5. All complaints, problems or concerns regarding public health, safety and welfare must be addressed by applicant's personnel within 72 hours of presentation of the complaint. Copies of all complaints and responses addressed to them shall be submitted to Swift County Environmental Services.
6. Granting of the conditional use permit shall be for the plans submitted with this initial plan only.
7. All plans regarding approaches, access roads, as well as traffic control must be submitted to MN Department of Transportation Road setbacks and maintenance plans must also be submitted to the MN Department of Transportation.
8. This Conditional Use Permit #4473 shall expire one year from the date of issuance if the permit is not utilized.
9. Violation of any of the above-stated conditions may result in revocation of the conditional use permit.



B-1504

17-00102-000

HAGENWEROME

17-00104-000

HAGENWEROME

TEICHELIZABETH REV. TRUST

17-0032-000

Six Mile Grove  
Trp

HAGENWEROME

17-00103-000

17-00105-000

17-0027-000

DOME PIPELINE CORP

17-0038-000

DOME PIPELINE CORP

17-00104-000

HAGENWEROME

17-0075-000

CARRUTH FARMS INC

HAGENWEROME

17-0079-000

17

500 ft

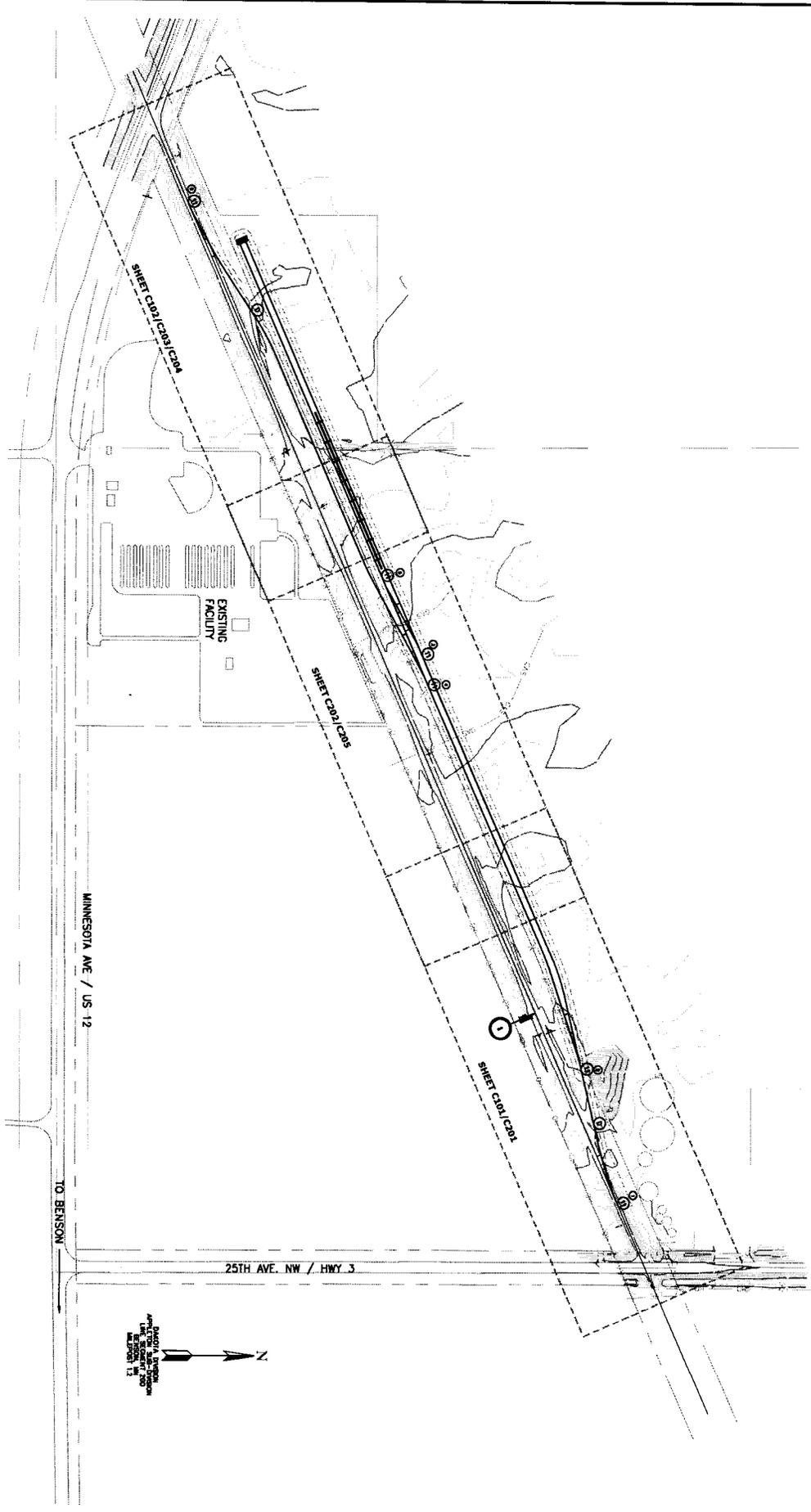
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# FINAL PLAN: FOR BID



REV. NO.	DATE	DESCRIPTION	DESIGNED BY	CHECKED BY	SCALE
REV 1	4-23-14	ISSUED FOR BIDDING	MM	MM	1" = 200'
REV 2	4-23-14	ISSUED FOR BIDDING	MM	MM	1" = 200'
REV 3	5-29-14	ISSUED FOR BIDDING	MM	MM	1" = 200'
REV 4	5-29-14	ISSUED FOR BIDDING	MM	MM	1" = 200'
REV 5	5-29-14	ISSUED FOR BIDDING	MM	MM	1" = 200'
REV 6	5-29-14	ISSUED FOR BIDDING	MM	MM	1" = 200'
REV 7	5-29-14	ISSUED FOR BIDDING	MM	MM	1" = 200'

TRACK EXPANSION KEY PLAN  
 ALLIANCE ENERGY  
 BENSON, MN





# Request for Board Action

BOARD MEETING DATE:  
June 3, 2014

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Environmental Services	REQUESTOR: Scott Collins	REQUESTOR PHONE: 320-843-2356
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving amended Conditional Use Permit #4470 for the construction of a facility to receive by truck and/or rail bulk dry fertilizers, store and load. Glacial Plains Cooperative (Owner)	
AGENDA YOU ARE REQUESTING TIME ON: 10:10 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: <a href="#">Click here to enter text.</a>
BACKGROUND/JUSTIFICATION: Conditional Use Permit for the construction of a facility to receive by truck and/or rail bulk dry fertilizers, store and load out those same fertilizers for spreading on agricultural land in Section 2 of Dublin Township. Required Conditional Use Permit per subsection 3.3 Code of Ordinances, Agricultural District I. Allowable use with Conditional Use Permit.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

### Budget Information

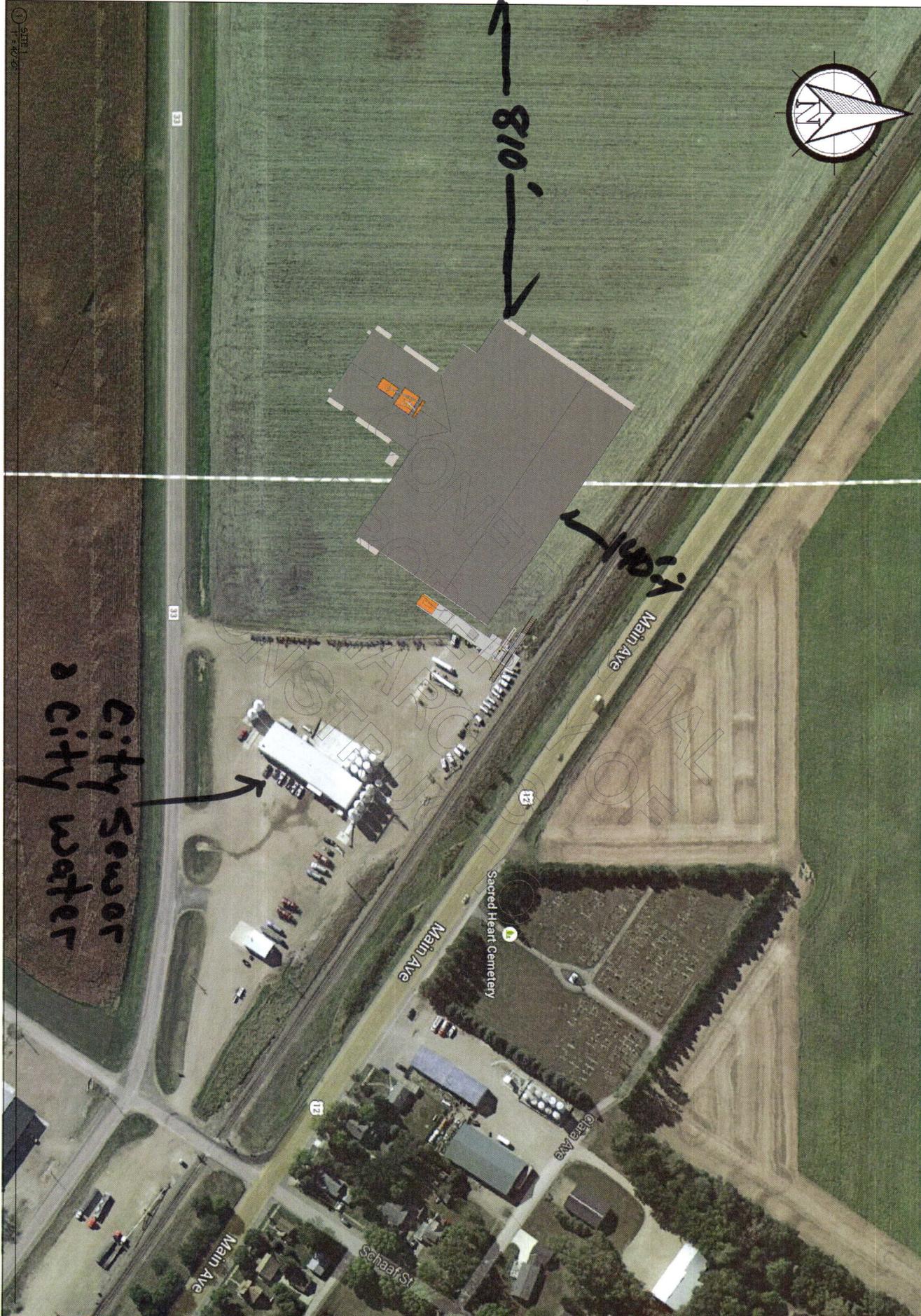
FUNDING:
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### Review/Recommendation

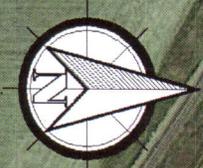
COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Review and take an action.
COMMENTS: n/a	COMMENTS: n/a

**Proposed Special Conditions**  
**Glacial Plains**  
**Conditional Use Permit #4470**

1. The permit holder shall comply with all applicable governmental laws, rules and regulations as they may apply to the project.
2. All complaints, problems or concerns regarding public health, safety and welfare must be addressed by applicant's personnel within 72 hours of presentation of the complaint. Copies of all complaints and responses addressed to them shall be submitted to Swift County Environmental Services.
3. The permit holder shall comply with all applicable FAA rules and regulations as they may apply to the project.
4. The permit holder shall comply with all applicable environmental rules and regulations as they may apply to the project.
5. Drainage in the area cannot be negatively affected.
6. Compliance with the preceding conditions shall be the responsibility of the property owner. Failure to comply with these conditions shall be cause for revoking this conditional use permit until conditions are corrected.
7. All plans regarding approaches, access roads, as well as traffic control must be submitted to the township chairman and the Swift County Highway Engineer. Road setbacks and maintenance plans must also be submitted to the Swift County Highway Engineer.
8. Granting of the conditional use-permit shall be for the plans submitted with the initial application only.
9. This Conditional Use Permit #4470 shall expire one year from the date of issuance if the permit is not utilized.
10. Violation of any of the above stated conditions may result in revocation of the conditional use permit.



① SITE 1  
12.3.13



810'

City Sewer  
& City water

Main Ave

Sacred Heart Cemetery

Main Ave

Main Ave

Schaefer St

C1.1	GLACIAL PLAINS COOPERATIVE	VERSION:	3	SHEET TITLE:	SITE
	MURDOCK, MN	DATE:	12.3.13	DRAWN BY:	JAN
				JOB #:	QUOTE

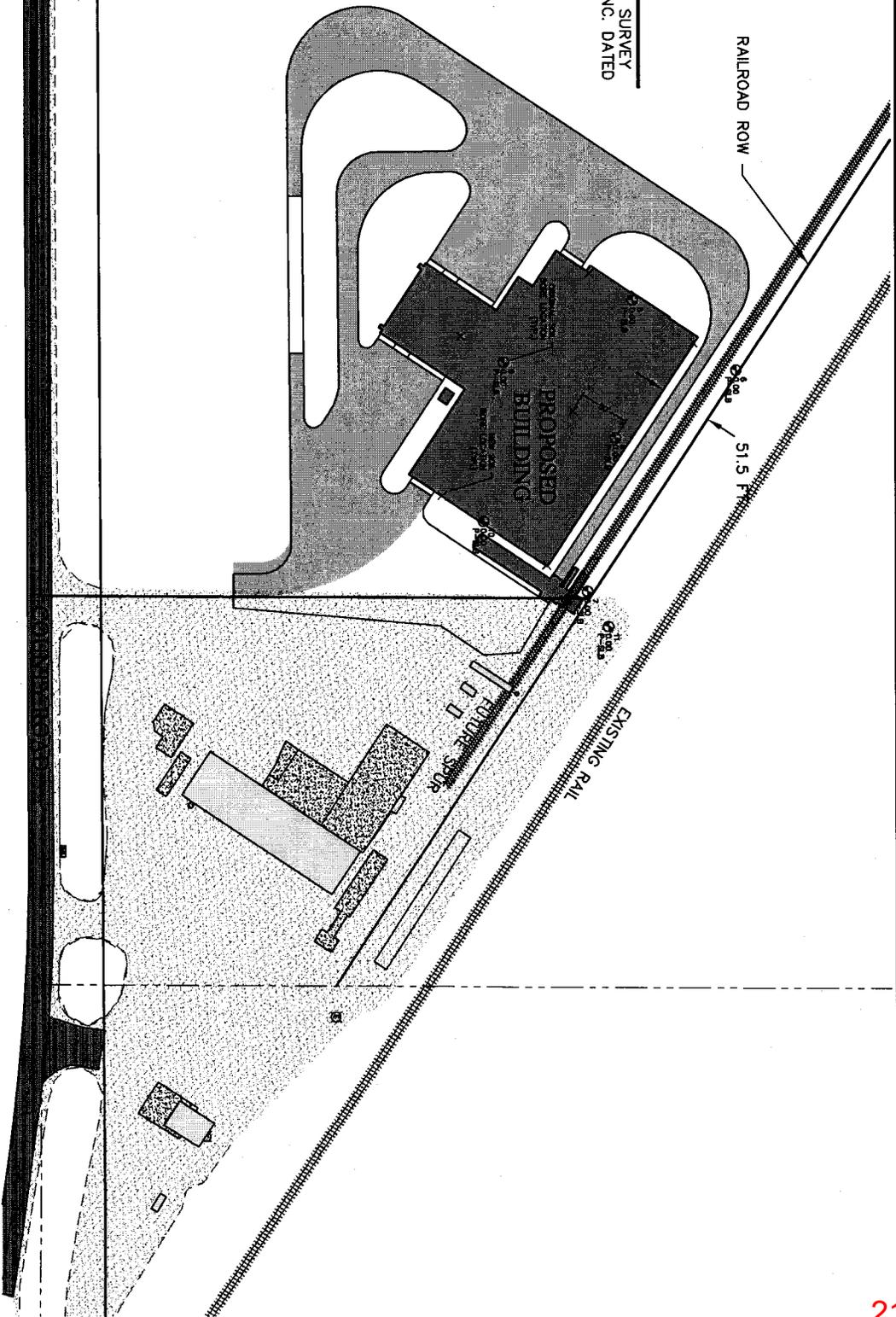
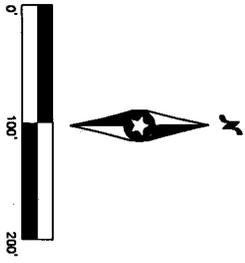
**marcus**  
construction

WWW.MARCUSCONSTRUCTION.COM

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20

**NOTE:**  
PROPERTY BOUNDARIES BASED OFF SURVEY  
PROVIDED BY BONNEMA SURVEYS INC. DATED  
5/22/2013.





# Request for Board Action

BOARD MEETING DATE:  
June 3, 2014

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Highway	REQUESTOR: Andrew Sander	REQUESTOR PHONE: (320) 842-5251
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval to enter into a Joint Powers agreement Grant County to oversee and let the district wide HSIP project SP 088-070-040	
AGENDA YOU ARE REQUESTING TIME ON: 10:25	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: This is the same general agreement that we entered into with Otter Tail County for the last HSIP project.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? none	

### Budget Information

FUNDING:	Federal, State Aid and local
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### Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Approved to form	RECOMMENDATIONS: Approve
COMMENTS: None	COMMENTS: None

**JOINT POWERS AGREEMENT FOR THE ADMINISTRATION  
OF FEDERAL HSIP SAFETY GRANT  
Project No. S.P. 088-070-040**

THIS AGREEMENT made and entered on the last day of execution below, between the Ten Mn/DOT District 4 Minnesota Counties of Becker, Big Stone, Clay, Douglas, Grant, Mahnomen, Pope, Stevens, Swift, and Wilkin, herein after referred to as the 'Ten Counties'.

WITNESSETH:

WHEREAS, each of the Ten Counties is their own road authority for State Aid Highways; and

WHEREAS, the Ten Counties desire to provide roadway safety improvements in the form of pavement markings on selected district wide Federal Aid eligible highway routes; and

WHEREAS, the Ten Counties desire to provide these road safety improvements under one single construction contract; and

WHEREAS, the Ten Counties wish to clearly identify their mutual duties and responsibilities with respect to the project development, contract administration and project delivery; and

WHEREAS, the Ten Counties wish to designate Grant County Highway Department as the lead agency for the creation and coordination of activities in the area of project development including creation of final project plans, specifications, advertisements, and bid letting documents; and

WHEREAS, the Ten Counties wish to designate Grant County Highway Department as the lead agency in the area of contract administration including preparation and solicitation of a contract and bonds from the approved bidder, preparation of state and federal reports, making contractor payments, providing field records retention and sustaining the final audit.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, all parties agree as follows:

1. Purpose. The purpose of this Agreement is to define the rights and obligations of the Ten Counties with respect to the delivery of the project.
2. Recitals. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein.
3. Responsibilities of Grant County (Project Delivery):
  - a. Grant County shall coordinate the preparation of plans, specifications, estimates, and bid documents in accordance with Mn/DOT State Aid Division requirements.

- b. Review preliminary plans, specification and bid documents with the Ten Counties and State Aid Division officials. Relay and direct the revision of plans specifications and bid documents to the Ten Counties as required.
  - c. Submit final plans, specifications and bid documents to the Ten Counties and State Aid for Final Approval.
  - d. Conduct the bid opening.
  - e. Award the Contract.
  - f. Retain copies of all plans, specifications and bid documents for permanent record retention.
4. Responsibilities of the Ten Counties:
- a. Prepare individual plan sheets for specific work to be performed under the contract within each county.
  - b. Review and approve all preliminary and final plan sets, specifications and bid documents provided.
  - c. Provide reimbursement to Grant County for equal share of costs incurred for project delivery on behalf of the other counties. Reimbursable items will include labor for coordination of project delivery in the areas of design and field documentation.
  - d. Provide construction inspection and field verification of quantities in their respective county, that meets applicable MnDOT State Aid and Federal Aid requirements.
5. Responsibilities of Grant County (Contract Administration):
- a. Coordinate all contract administration activities in accordance with Mn/DOT State Aid Division requirements on behalf of the Ten Counties.
  - b. Receive federal funds to be paid by FHWA for the project, pursuant to Minnesota Statutes.
  - c. Upon issuing the 'Notice to Proceed', Provide a bill payable to Grant County Highway Department to each of the Ten Counties in an amount equal to 10% (matching funds) of the proposed construction costs in each respective county to be payable within 30 days.
  - d. Perform required field documentation including, preparation and submission of required state and federal reports such as, but not limited to, notices, changes in status, diaries, change orders and payment vouchers.

- e. Upon completion of all construction activities in an individual county, provide a bill payable to Grant County Highway Department in the amount equal to the remainder of that county's individual required match construction costs if any remain or provide reimbursement to any county having made payment to Grant County by more than \$100 in item 5C above.
- d. Provide permanent project records retention.
- e. Sustain the Audit.

6. Payment of Coordination Costs. Bills and payment for coordination requirements incurred by Grant County will be after the fact. Each county will be billed those costs after all duties described in Nos. 3 and 5 above are completed.

7. Termination. This Agreement may be terminated by any of the Ten Counties upon seven (7) days written notice should any party fail substantially to perform in accordance with the terms of this Agreement. In the event of termination, Grant County shall be compensated for all services performed and costs paid or incurred up to the termination date. All provisions of this Agreement allocating responsibility or liability between the Ten Counties shall survive the completion of the project hereunder and/or the termination of this Agreement.

8. Insurance. The Ten Counties agree that they will, at all times during this Agreement, be prepared to meet the statutory limits for liability. Any insurance costs incurred shall be the costs and expenses of the insured party and shall not be included as a cost of the project or reimbursed in any way by the other party.

9. Controlling Law. This Agreement shall be governed by the applicable laws of the State of Minnesota.

10. Successors and Assigns. The Ten Counties respectfully bind themselves, their partners, successors and assigns and all legal representatives of such party with respect to all covenants of this Agreement.

11. Changes. Except as provided herein, the parties agree that no change or modification to this Agreement or any attachments hereto shall have any force or effect unless the change is reduced to writing, dated and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as for this Agreement.

12. Severability. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or nonenforceability would cause the Agreement to fail its purpose. One or more waivers by

covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

13. Entire Agreement. This Agreement, including all exhibits, constitutes the entire Agreement between the Twelve Counties and supersedes all prior written or oral Agreements. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, purchase order or agreement purporting to modify, vary, supplement or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

14. Effective Date. The Agreement shall be effective upon execution by the parties.



# Request for Board Action

BOARD MEETING DATE:  
June 3, 2014

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Highway	REQUESTOR: Andrew Sander	REQUESTOR PHONE: (320) 842-5251
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval to use CSAH 35 as a Mn/DOT detour route.	
AGENDA YOU ARE REQUESTING TIME ON: 10:25	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Mn/DOT will be working on TH 12 and wants to detour traffic on Swift County CSAH 35	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? none	

### Budget Information

FUNDING: State
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### Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Approved to form	RECOMMENDATIONS: Approve
COMMENTS: None	COMMENTS: None

### Board Action

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

# **RESOLUTION**

NO. \_\_\_\_\_

**WHEREAS**, Swift County will enter into an agreement with the Minnesota Department of Transportation for the following purpose; and

**WHEREAS**, The State of Minnesota will provide payment to Swift County for the use and maintenance of County State Aid Highways No. 35 as a detour route for TH 12 to the south county line under State Project No. 3403-66 (T.H. 12=010); and

**NOW THEREFORE BE IT RESOLVED** Swift County will to enter into Mn/DOT Agreement No. 05977 with the Minnesota Department of Transportation, and

**BE IT FURTHER RESOLVED**, that the County Engineer and the County Administrator are authorized to execute the Agreement and any amendments to the agreement on behalf of the County without further approval by the County Board.

Dated at Benson, Minnesota this 3<sup>rd</sup> day of June, 2014.

Swift County Board of Commissioners

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Joe Fox, Chairman

ATTEST:

I, Mike Pogge-Weaver County Administrator in and for the County of Swift, Minnesota, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of County Commissioners on the 3<sup>rd</sup> day of June, 2014.

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Michel Pogge-Weaver, Swift County Administrator

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
SWIFT COUNTY  
DETOUR AGREEMENT**

**For Trunk Highway No. 12 Detour**

<b>State Project Number (S.P.):</b>	<b>3403-66</b>	<b>Original Amount Encumbered</b>
<b>Trunk Highway Number (T.H.):</b>	<b>12=010</b>	<b><u>\$7,181.30</u></b>
<b>State Project Number (S.P.):</b>	<b>7605-38</b>	

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Swift County acting through its Board of Commissioners ("County").

**Recitals**

1. The State is about to perform grading and alternate bituminous or concrete paving construction upon, along and adjacent to T.H. 12 from 0.3 miles East of C.S.A.H 6 in Kerkhoven to 0.5 miles East of C.S.A.H. 1 in Pennock under State Project No. 3403-66 and 7605-38 (T.H. 12=010); and
2. The State requires a detour to carry T.H. 12 traffic on C.S.A.H. 35 during the construction; and
3. The County is willing to maintain the T.H. 12 detour; and
4. The State can only pay the County for the detour costs after funds have been encumbered, which encumbrance must be preceded by the appropriation of such funds by the Minnesota Legislature; and
5. This construction is currently part of the State's 2015 fiscal year road construction program, and the State will seek the appropriation of funds, and encumber the funds, if available; and
6. The State is willing to reimburse the County for the road life consumed by the detour and detour maintenance as hereinafter set forth; and
7. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

**Agreement**

**1. Term of Agreement**

- 1.1 **Effective date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration date.** This Agreement will expire when the State removes all detour signs, returns the temporary trunk highway detour to the County, and pays for the detour compensation.

**2. Agreement between the Parties**

**2.1 Detour**

- A. **Location.** The State will establish the T.H. 12 detour route on the following County State Aid Highway No. 35 as detailed in the project plans or Special Provisions:
- B. **Axle Loads and Over-Dimension Loads.** The County will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.

- C. **Traffic Control Devices.** The State may install, maintain and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines and necessary messages.
- D. **Duration.** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

**2.2 Maintenance**

- A. The County will maintain the portion of the detour that is on County roads, and furnish all necessary labor and materials, to the satisfaction of the State's District Maintenance Engineer at Willmar.
- B. **County's Failure to Adequately Maintain.** If the County fails to adequately maintain the detour as provided in Section 2.2.A. of this Agreement, of which failure the State shall be the sole judge, the State may perform such work or cause it to be performed, as the State's District Maintenance Engineer considers necessary, to properly and adequately maintain the T.H. 12 detour. The State may retain the cost of such maintenance from any moneys then due, or thereafter becoming due, to the County under this agreement. This paragraph shall not be construed to relinquish any rights of action that may accrue on behalf of the State against the County for any breach of agreement.

**2.3 Basis of State Cost**

- A. **Road Life Consumed.** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.
  - i. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the County road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour.
  - ii. The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method."
  - iii. **Maintenance Costs.** The State's detour maintenance cost will be equal to 115% of the amount computed by using the "Gas Tax Method" formula under Section 2.3.A., since the County roads are not designed to support 10-ton axle loads, and additional maintenance can be expected.

**3. Payment.** The State's payment consists of the sum of the road life consumed and maintenance amounts.

- 3.1 **For Road Life Consumed.** The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

The State's estimated cost for the road life consumed by the detour is based on the data below:

<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length</u>	<u>Duration (Days)</u>	<u>Cost</u>
0.00513	3,400	3.83	50	\$3,340.14
Road Life Consumed Amount				<u>\$3,340.14</u>

- 3.2 **For Maintenance.** \$3,841.16 is the State's estimated cost for detour maintenance based on 115% of the "Gas Tax Method" amount.

The State may retain the cost of State performed detour maintenance, as provided for in Section 2.2 of this Agreement, from any moneys then due, or thereafter becoming due, to the County under this Agreement.

**3.3 Total Payment and Maximum Obligation.**

- A. \$7,181.30 is the State's estimated payment for road life consumed (\$3,340.14) and maintenance (\$3,841.16).
- B. \$20,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

**3.4 Conditions of Payment.** The State will pay the County the State's total road life consumed and maintenance payment amount after performing the following conditions.

- A. Execution of this Agreement and the County's receipt of the executed Agreement.
- B. State's encumbrance of the State's total payment amount.
- C. State's removal of all detour signs.
- D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.
- E. Legislative appropriation of funds for the State's road construction program. It is anticipated that payment by the State that depends on Legislative appropriation of funds will be made after July 1, 2014 and before June 30, 2015 for Fiscal Year 2015.
- F. Encumbrance by the State of the State's total estimated cost share, no earlier than July 1, 2014.
- G. State's receipt of a written request from the County, signed by the State District Engineer's authorized representative, for payment.

**4. Release of Road Restoration Obligations**

By accepting the State's road life consumed and maintenance payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the County roads used as a T.H. 12 detour to as good condition as they were before designation as temporary trunk highways.

**5. Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**5.1** The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)  
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
 Telephone: (651) 366-4634  
 E-Mail: maryanne.kellysonnek@state.mn.us

**5.2** The County's Authorized Representative will be:

Name/Title: Andy Sander, County Engineer (or successor)  
 Address: P.O. Box 241, 1635 Hoban Avenue, Benson, MN 56215  
 Telephone: 320-842-8251

**6. Assignment; Amendments, Waiver; Contract Complete**

**6.1 Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

**6.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

**6.3 Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

**6.4 Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## **7. Liability**

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

## **8. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

## **9. Government Data Practices**

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

## **10. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **11. Termination; Suspension**

**11.1 By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

**11.2 Termination for Insufficient Funding.** The State 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 or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

**11.3 Suspension.** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

## **12. Force Majeure**

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and § 16C.05.

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

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

SWIFT Purchase Order: \_\_\_\_\_

**SWIFT COUNTY**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

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

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

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

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

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

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

**DEPARTMENT OF TRANSPORTATION**

Approved:

By: \_\_\_\_\_  
(District Engineer)

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With delegated authority)

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

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

**SWIFT COUNTY**

**RESOLUTION**

IT IS RESOLVED that Swift County enter into Mn/DOT Agreement No. 05977 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use and maintenance of C.S.A.H. 35 as a detour route during the contract construction to be performed upon, along and adjacent to Trunk Highway No. 12 from 0.3 miles East of C.S.A.H 6 in Kerkhoven to 0.5 miles East of C.S.A.H. 1 in Pennock under State Project No. 3403-66 (T.H. 12=010).

IT IS FURTHER RESOLVED that the \_\_\_\_\_ and the \_\_\_\_\_  
(Title) are authorized to execute the Agreement and any  
(Title) amendments to the Agreement.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Swift County at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**NOTARY  
STAMP**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)



# Request for Board Action

BOARD MEETING DATE:  
June 3, 2014

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Highway	REQUESTOR: Andrew Sander	REQUESTOR PHONE: (320) 842-5251
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider final approval for payment to Commerford Gravel, Inc. for the 2013 gravel crushing contract.	
AGENDA YOU ARE REQUESTING TIME ON: 10:25	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Swift County awarded the 2013 gravel crushing to Commerford Gravel Inc.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? none	

### Budget Information

FUNDING: County
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### Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

**RESOLUTION**

WHEREAS, County-wide gravel processing has in all things been completed for the year 2013 and the County Board being fully advised in the premises.

NOW THEN BE IT RESOLVED, that the Board hereby accepts said completed project for and in behalf of the County of Swift and authorizes final payment in the amount of \$8,264.93 to Commerford Gravel, Inc., for the final contract amount of \$63,947.77.

Dated at Benson, Minnesota this 3<sup>rd</sup> day of June, 2014.

Swift County Board of Commissioners

\_\_\_\_\_  
Joe Fox, Chairman

ATTEST:

I, Michel Pogge-Weaver, Administrator for in and for the County of Swift, Minnesota, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of County Commissioners on the 3<sup>rd</sup> day of June, 2014.

\_\_\_\_\_  
Michel Pogge-Weaver, County Administrator



# Request for Board Action

BOARD MEETING DATE:  
June 3, 2014

## Commissioner's Report

### Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving 2014-2016 Labor Agreement between AFSCME Local No. 2538 Human Services 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 renegotiated the labor agreements with all four of the County's union groups. The Board previously approved new three year contracts with LELS (Deputies and Communications & Corrections Officers), AFSCME Highway and Environmental Services Unit, and AFSCME Courthouse Unit o. An agreement has now been reach with AFSCME Local No. 2538 Human Servcies Unit. The major changes in the contract includes:  <ol style="list-style-type: none"> <li>1. Moving to a paid-time-off (PTO) plan for all new hires and current employees who choose to make the change. This replaces the vacation, sick and severance pay that the contract currently provides. This change will be effective July 1, 2014</li> <li>2. Permits the County to develop and implement a participatory wellness program.</li> <li>3. Any employee leaving County service will have a prorated portion of the employer funded VEBA or HSA account withheld from their severance and last pay check.</li> <li>4. The agreement provides for the following wage increases: 1% on January 1, 2014, 1% on July 1, 2014, 2.5% on January 1, 2015, and 1.5% on January 1m 2016.</li> </ol> <p>Members of the Human Services Unit have ratified the proposed agreements. 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
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### Review/Recommendation

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

**RESOLUTION**

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

Motion by Commissioner \_\_\_\_\_ Seconded by Commissioner \_\_\_\_\_

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

Adopted on a \_\_\_\_\_ vote by the Swift County Board of County Commissioners the 3rd day of June 2014.

Swift County Board of Commissioners

\_\_\_\_\_  
Joe Fox, Chairman

ATTEST:

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

Fox            \_\_\_  
Peterson      \_\_\_

Hendrickx    \_\_\_  
Rudningen    \_\_\_

Klemm        \_\_\_

**LABOR AGREEMENT**

**between**

**SWIFT COUNTY BOARD**

**and**

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

**SWIFT COUNTY HUMAN SERVICES**

**January 1, 201~~4~~<sup>1</sup> – December 31, 201~~6~~<sup>3</sup>**

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## PREAMBLE

This Agreement, entered into by the Swift County Board of Commissioners, hereinafter referred to as the EMPLOYER, and Local 2538, Council No. 65, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the UNION; has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

## ARTICLE I. RECOGNITION

### Section 1

The Employer recognizes Local No. 2538, AFSCME, AFL-CIO, as the representative for collective bargaining purposes for the unit of employees of the Swift County Human Services Department. This unit is composed of all employees employed by Swift County, Minnesota, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days

per year. This excludes all other employees and supervisory and confidential employees.

### **Section 2**

The Employer shall not enter into any agreements with the employees coming under the jurisdiction of this 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, sexual orientation, disability, religious or political beliefs or other protected status.

### **Section 3**

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

## **ARTICLE II. HOURS OF WORK**

### **Section 1**

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

### **Section 2**

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

### **Section 3**

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

Earned compensatory time may be used as the workload allows. An employee may carry up to 80 hours of compensatory time within the calendar year and up to 40 hours into a new year. Balance over these amounts will be paid in cash to the employee. Employee may cash out balance at any time to be paid during the regular payroll intervals. Balances will be paid in cash at such time of the employee's severance from County service. ~~If an employee is unable to use the compensatory time off, he/she shall receive cash payment at the appropriate calculated rate of pay for any accumulation that is carried over for six (6) months, or at such time of the employee's severance from County service.~~

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

(This section does not apply to social workers--refer to Section 4)

**Section 4**

Social workers earn compensatory time off on an hour-for-hour basis for time worked beyond forty (40) hours per week. Compensatory time off may be used as the workload allows. An employee may carry up to 80 hours of compensatory time within the calendar year and up to 40 hours into a new year. Balance over these amounts will be paid in cash to the employee. Employee may cash out balance at any time to be paid during the regular payroll intervals. Balances will be paid in cash at such time of the employee's severance from County service.~~If an employee is unable to use the compensatory time off, he/she shall receive cash payment at the appropriate calculated rate of pay for any accumulation that is carried over for six (6) months, or at such time of the employee's severance from County service.~~

**Section 5**

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

**Section 6**

An employee called back to work after completion of a regular work shift shall receive a minimum of two (2) hours pay at time and one-half (1 1/2) the regular rate. The call back to work must be approved by Department management. (This section does not apply to social workers.)

**Section 7**

All indirect compensation (earned time off, etc.) will be earned at the same rate as hours worked. Full-time employees' earnings are based upon a 40-hour week. Paid holidays, vacation, and sick leave shall be considered as hours worked for the purposes of computing the number of hours worked.

**Section 8**

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

**ARTICLE III. HOLIDAY PROVISIONS**

**Section 1**

The following holidays are given with pay each year:

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

An employee who starts between January 1st and June 30th will earn one full floating holiday and an employee starting between July 1st and December 31st will earn 1/2 day.

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

Additionally, the offices will close at 12:00 Noon on Good Friday and Christmas Eve. This will be considered holiday time. When Christmas falls on a Saturday, employees shall work only until noon on the preceding Thursday. When Christmas falls on a Sunday or Monday, employees shall work only until noon on the preceding Friday.

**Section 2**

For any work performed on a holiday, an employee (except social workers) shall receive one and one-half (1-1/2) rates for those hours, in addition to the employee’s regular holiday credits, as per Article III, Section I. The exception to this is that social workers will receive compensatory time for hours worked on holidays.

**Section 3**

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

**ARTICLE IV. VACATION**

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

**Section 1**

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

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

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

Section 2

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

Section 3

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

Section 4

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

**ARTICLE V. SICK LEAVES**

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

**Section 1**

An employee shall be credited with one (1) day sick leave for each month of service on the basis of eight (8) hours per day, accumulative to one hundred (100) days. Unused sick leave time shall carry over and be credited to the employee month to month. Employees will accrue sick leave on the first month of employment on a pro rata basis. For employees who commence work between the 1st and the 15th they shall be credited with one (1) full day of sick. For employees who commence employment between the 16th and the end of the month, they shall be credited with a half-day of sick. Employees should use sick leave, rather than vacation time, when applicable. Regular part-time employees shall earn pro-rata sick days, based on average hours worked per week.

**Section 2**

An employee may draw on his/her accrued sick leave during any period of time the employee is unable to work because of sickness or injury on or off the job, at the same rate as earned per day at the rate of pay per hour for that job at the time sickness or injury occurs.

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

- (1) A sick leave of up to three (3) days for minor illness may be allowed by the Non-Union Supervisor without a doctor's certificate, and the Non-Union Supervisor shall be kept informed of the employee's condition if the absence is of more than three (3) days' duration.
- (2) With the approval of the Non-Union Supervisor, sick leave may be claimed when it is necessary for the employee to be away from work to provide care or assistance to a sick or injured member of the employee's immediate family. Immediate family shall include sons, daughters, spouse and parents of an employee or the 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 Non-Union Supervisor.

Claiming sick leave when physically fit, except as permitted in the section, will be cause for disciplinary action, including transfer, suspension, demotion or dismissal.

### **Section 3**

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

### **Section 4**

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

### **Section 5**

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

### **Section 6**

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

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

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

Immediate family may include a person in a similar role and shall be identified by the employee in their personnel file.

The three (3) days funeral leave may be extended due to unusual circumstances, upon approval of their Non-Union Supervisor. Funeral leave beyond the three (3) days will be deducted from sick leave or vacation. Funeral leave must be taken within 7 days of death. Deviation from this would require an "unusual circumstance" request and approval.

## **ARTICLE VI. PTO**

### **PTO Added 2014**

#### **Section 1. Effected Employees**

Employees hired on or after July 1, 2014 will automatically be placed on the PTO Plan. Employees hired on or before June 30, 2014 may remain on the current vacation and sick leave plans or opt to convert to the PTO plan. Once an employee chooses to convert to the PTO plan they cannot convert back.

#### **Section 2. Conversion Options.**

Optional for employees hired before July 1, 2014. Employee must make election by June 30, 2014 with the conversion and transition occurring on August 1, 2014.

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

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

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

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

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

### **Section 3. Extended Sick Leave Bank**

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

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

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

### **Section 4. PTO Accrual Rate**

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

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

An employee may utilize PTO to the extent that it is earned. PTO shall accrue at least monthly.

**Section 5. Maximum PTO Accumulation**

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

**Section 6. Post-employment Payout**

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

**Section 7. PTO Purpose**

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

**Section 8. Non-emergency use of PTO**

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

**Section 9. Care of immediate family.**

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

**Section 10. Medical Certification**

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

## ARTICLE VII. HEALTH, WELFARE AND EXPENSES

### Section 1

The Employer shall provide and pay for group hospital and medical insurance for all full-time employees. Dependent health and medical coverage will be made available to full-time employees at a prorated cost. During 2014 the employee will pay the following toward the cost of dependent insurance coverage:

<u>Plan #1 (CMM)</u>	<u>\$515.00</u>
<u>Plan #2 (VEBA)</u>	<u>\$440.00</u>
<u>Plan #3 (HSA)</u>	<u>\$233.31</u>

For 2015 and 2016, 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. During 2011 the employee will pay \$487 per month toward the cost of dependent insurance coverage based on the CMM plan and \$419 per month toward the cost of dependent insurance coverage based on the VEBA 832 plan. For 2012 and 2013 the County and employee will split the cost of any increase in cost of CMM or VEBA 832 dependent insurance coverage, with the County paying 50% of the increase and the employee paying 50% of the increase.

The Employer and the Union agree to participate in a Countywide insurance committee for the investigation of cafeteria plan options. If an agreement on options can be reached, the Employer agrees to take them under consideration.

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

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

### Section 2 Contributions Toward Employee VEBA Account

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. For example, an employee who leaves county service during the month of May would have 7/12<sup>th</sup> of the original contribution withheld from their severance and last pay check.

At the discretion of the Employer, a County participatory wellness program may be 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.

The minimum participation requirements for 2014 employees will only need to complete a health questionnaire.

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

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

~~At the beginning of the plan year, the Employer will contribute 50% of the VEBA 832 plan deductible to the VEBA account of all employees electing either single or dependent coverage. The contribution for employees hired after January 16<sup>th</sup> of any year will be pro-rated.~~

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

### **Section 3** (Amended 2011)

The Employer shall provide a term life insurance plan for employees and their dependents. Coverage shall be \$20,000 per employee.

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

### **Section 4** (Amended 2011)

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

### **Section 5**

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

### **Section 6 Expenses** (Amended 2011)

#### 1. Travel Expense Reimbursement.

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

2. Meal Expense Reimbursement.  
The cost of meals while on County business will be reimbursed to the employee, provided that the employee is away from residence or the department. The meal allowances are:  
Breakfast - \$8.50 Noon - \$11.00 Evening Meal - \$16.00
  
3. Miscellaneous  
The actual cost of lodging, conference, registration, workshop materials, books and other pertinent expenses will be reimbursed to the employee subject to the approval of the Department Head.

### **Section 7 Flexible Benefits Plan**

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

## **ARTICLE VIII. OTHER LEAVES**

### **Section 1**

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

### **Section 2**

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

### **Section 3**

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

### **Section 4**

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

### **Section 5**

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

### **Section 6**

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

## ARTICLE ~~VIII~~. SENIORITY AND RETIREMENT

### Section 1

Seniority standing shall be granted to all regular employees. Seniority shall be determined for full-time employees on the basis of total continuous employment with the County. Seniority for part-time employees shall be determined on the basis of total number of hours worked for the County. Employees shall be placed on the seniority list as of the first day of work. The first ~~six (6) months~~one (1) year of employment shall be a probationary period. Annual leaves (Vacation or PTO) can be used after 6 months of employment. However, during an employee's first six months of employment, an employee may use up to 6 days of accrued PTO time for personal and family (see family definition in Article VI, Section 9) medical needs. Employees hired on or before June 30, 2014 shall only have a six (6) month probationary period. A seniority list shall be kept up to date by the County. A copy shall be provided to the Union upon request.

An employee shall lose seniority for the following reasons only:

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

### Section 2.

#### Probationary Period

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

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

- B. During the employee's probationary period, a new employee may be discharged by the Employer, without cause, and no grievance may be filed for such termination of employment.

- C. The appointing authority shall submit written notice of the satisfactory completion of the probationary period and the County Board action to the Merit System at least ten (10) days in advance of the expiration of the probationary period. A rating, or appraisal, of the employee's performance shall accompany the notice. The employee shall then be granted permanent status in that position the day following the last day of the probationary period.

**Section 3.  
Vacancies and Promotions**

- A. Any vacancy or newly created position shall be posted in a conspicuous place in each building where employees work. Such notice shall be posted for at least seven (7) working days prior to filling such vacancy or newly created position. Postings will include a job description. Positions must be applied for in writing. A significant increase in the number of hours of a position shall be considered a newly-created position and the provisions of this Section shall govern how the position is to be filled. A position that is reclassified by the Merit System will not be considered a newly-created position and does not need to be posted.
- B. The County will fill vacancies based on principles of selecting the best qualified candidate. In the event that all job relevant qualifications are equal, the County will give first consideration to seniority provided that the employee is qualified to perform the job. The Employer will not be obligated to consider a request for promotion or lateral transfer from an employee who has not submitted his/her request in writing to the Employer on or before the 7th working day the job is posted. The Board shall have the final determination as to the filling of a vacancy.
- C. Upon promotion of a permanent employee, the employee's salary shall be increased to the same salary step within the new classification as they were on in their previous classification. If a promoted employee's salary prior to promotion is between steps, they will move to the higher of the two steps on their new salary schedule. A promoted employee's last date of hire shall remain their eligibility date for the purposes of any future step increases,  
  
The permanent employee who is promoted shall be granted a six (6) month trial period to determine (1) the employee's ability to perform the job; and (2) the employee's desire to remain on the job. During the trial period, the employee may be demoted or revert back to the employee's former position.
- D. If a position is reviewed/reclassified and this results in a change in compensation/salary schedule, the said change shall be initiated within 30 days following Board approval. Reclassification determinations should take place on a timely basis.

**Section 4.  
Layoff and Recall**

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

A "layoff" shall mean a reduction in the work force or reduction in work hours. If it becomes necessary for a layoff, the following procedures will be mandatory. Probationary employees

will be laid off first. Seniority employees will be laid off according to seniority. Disposition of these cases will be a proper matter for the grievance procedure. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of lay-off. Prior to lay-off, the Union and Employer shall meet to seek mutual ways to minimize the effect of lay-offs.

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

**Section 5.  
Termination of Employment**

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

**ARTICLE IX. GRIEVANCES, DISPUTES AND DISCIPLINE**

**Section 1. Grievances**

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

- A. The Union Steward or staff representative, with or without the employee, or the Union Steward, staff representative or another employee with the employee, shall take up the grievance with the immediate supervisor within ten (10) working days after the first occurrence of the event giving rise to the grievance, or within (10) working days after the employee should have reasonably known of the occurrence of the event giving rise to the grievance. The immediate supervisor shall attempt to adjust the matter and shall respond to the Steward within three (3) working days.
- B. If the supervisor's answer is unsatisfactory, the matter shall be presented by the Union Steward in writing to the Department Head within five (5) working days after the supervisor's answer is due. The Department Head will then have three (3) working days to respond in writing to the Union Steward. (Steps A and B may be combined where the supervisor and Department Head are the same person.)
- C. In the event the grievance is not satisfactorily resolved, it shall be presented in writing by the Union Steward or the Union Grievance Committee to the Swift County Board within seven (7) working days after the response of the Department Head is due. The Swift County Board or its designated representative shall respond to the Union within twenty (20) working days.

- D. If the grievance is still unsettled, the Union may, within ten (10) working days after the reply of the Swift County Board is due, by written notice to the Swift County Board, request the matter be submitted to the State Bureau of Mediation Services (BMS) for mediation.
- E. If the grievance is not settled though the mediation process and the Union desires to appeal, it shall be submitted to binding arbitration within fifteen (15) days from mediation. If the Employer and the Union are unable to agree on an arbitrator, the Union shall request from the Commissioner of the Bureau of Mediation Services, the State of Minnesota, a list of names within the 15 days following mediation. The parties shall alternately strike names from the list until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.
- F. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specific time limit or any agreed upon extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specific time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step, except for the time limit for filing the grievance, may be extended by mutual written agreement of the Employer and the employees in each step, which extension shall not be unduly withheld by either party.
- G. The arbitrator shall have no right to amend, modify, nullify, add to, or subtract from the terms and conditions of this agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules and regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within *thirty* (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

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

Union and the aggrieved employee from making a subsequent appeal through arbitration as set forth in this Agreement.

- I. To the extent provided by Minnesota Statutes, grievance material may be destroyed upon mutual consent of both parties. Either party may request destruction by notifying the other party in writing. A meeting shall be convened within 20 working days to arrive at an agreement. Records shall be destroyed only to the extent as provided by applicable Law.

## **Section 2. Discipline**

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

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

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

### **A. Oral Reprimand**

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

A brief documentation of the meeting will be completed by the administration representative; signed by the administration representative and the employee; and a copy provided to the employee. The administration copy cannot be placed in the employee's permanent personnel file. This documentation will be destroyed ~~six~~-thirteen (13) months from the date of the oral reprimand. The only items to appear in this documentation are the name of the employee, the administration representative, and union representative (if any); date of the reprimand; acknowledgment that this was an oral reprimand only; and that a plan for correction was mutually developed and verbally agreed upon (no written specifics of this plan are to be included).

### **B. Written Reprimand**

The written reprimand is used only after an oral reprimand has been attempted and the employee performance has not improved or if the issue/incident is of such serious nature that this level of action can be justified. The administration representative requires the employee to meet for the purpose of presenting in writing the details of unsatisfactory performance and the requirements that must be met to demonstrate acceptable performance. The administration representative shall inform the employee of his/her right to request the presence of the union steward or other union representative.

The written reprimand shall be signed by the administration representative and the employee and a copy provided to the employee. It will include the date of this reprimand; names of those present at the meeting; a description the performance issue(s) that are deemed unsatisfactory and what must be done to correct them; timelines required for correction; the consequences for

the employee should the performance issue not be corrected; and an opportunity for the employee to officially comment for the record whether he/she agrees or disagrees with the content of the reprimand.

**C. Suspension**

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

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

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

**D. Discharge**

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

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

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

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

**Section 3 Sexual Harassment**

If an employee is accused of sexual harassment or wishes to file a complaint of sexual harassment the procedure followed shall conform to established county policies. However, the existence and use of such policy shall in no way infringe upon an employee's right to process a grievance through the procedures established in the contract.

## **ARTICLE XI. SAVINGS CLAUSE**

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

Any invalid section or article will be renegotiated.

## **ARTICLE XII. GENERAL PROVISIONS**

### **Section 1**

The management of the County departments and the direction of the working forces, the operation of said departments, including the hiring, promoting of employees, the laying off and calling back to work of employees in connection with reduction or increase in the working force, and scheduling of work, are the exclusive functions of the Employer, through designated representatives; provided, however, that in the exercise of such functions, the Employer shall not alter any of the provisions of this Memorandum. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

### **Section 2**

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

### **Section 3**

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

### **Section 4**

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

### **Section 5**

Payroll periods shall be at least semi-monthly.

### **Section 6**

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

### **Section 7**

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

**Section 8**

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

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

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

**ARTICLE XIII. LONGEVITY BENEFITS**

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

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

**ARTICLE XIV. DURATION AND EFFECTIVE DATE**

This Agreement shall become effective as of January 1, ~~2011~~2014, and shall remain in full force and effect to and including the 31st day of December ~~2013~~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, ~~2013~~2016. Failure to give such notice shall cause this agreement to be renewed automatically for a period of twelve months from year to year.

The current agreement will continue through the negotiation period.

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

FOR THE EMPLOYER:

FOR THE UNION:

\_\_\_\_\_  
Joe Fox, Board Chair

\_\_\_\_\_  
Michel J. Pogge-Weaver  
Clerk of the Board

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# APPENDIX A. WAGE TABLE

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		Start	6 mos	2nd yr	3rd yr	4th yr	5th yr	6th yr	7th yr	8th yr	9th yr	10th y	11th y	12th y	
Office Support Spec		2013	\$ 11.74	\$ 12.10	\$ 12.46	\$ 12.84	\$ 13.23	\$ 13.62	\$ 14.03	\$ 14.45	\$ 14.88	\$ 15.33	\$ 15.79	\$ 16.26	\$ 16.75
	1.0%	01/2014	\$ 11.86	\$ 12.22	\$ 12.58	\$ 12.97	\$ 13.36	\$ 13.76	\$ 14.17	\$ 14.59	\$ 15.03	\$ 15.48	\$ 15.95	\$ 16.42	\$ 16.92
	1.0%	07/2014	\$ 11.98	\$ 12.34	\$ 12.71	\$ 13.10	\$ 13.49	\$ 13.90	\$ 14.31	\$ 14.74	\$ 15.18	\$ 15.63	\$ 16.11	\$ 16.58	\$ 17.09
	2.5%	2015	\$ 12.28	\$ 12.65	\$ 13.03	\$ 13.43	\$ 13.83	\$ 14.25	\$ 14.67	\$ 15.11	\$ 15.56	\$ 16.02	\$ 16.51	\$ 16.99	\$ 17.52
	1.5%	2016	\$ 12.46	\$ 12.84	\$ 13.23	\$ 13.63	\$ 14.04	\$ 14.46	\$ 14.89	\$ 15.34	\$ 15.79	\$ 16.26	\$ 16.76	\$ 17.24	\$ 17.78
Acct Tech		2013	\$ 12.93	\$ 13.32	\$ 13.72	\$ 14.13	\$ 14.56	\$ 14.99	\$ 15.44	\$ 15.90	\$ 16.39	\$ 16.88	\$ 17.38	\$ 17.90	\$ 18.43
	1.0%	01/2014	\$ 13.06	\$ 13.45	\$ 13.86	\$ 14.27	\$ 14.71	\$ 15.14	\$ 15.59	\$ 16.06	\$ 16.55	\$ 17.05	\$ 17.55	\$ 18.08	\$ 18.61
	1.0%	07/2014	\$ 13.19	\$ 13.58	\$ 14.00	\$ 14.41	\$ 14.86	\$ 15.29	\$ 15.75	\$ 16.22	\$ 16.72	\$ 17.22	\$ 17.73	\$ 18.26	\$ 18.80
	2.5%	2015	\$ 13.52	\$ 13.92	\$ 14.35	\$ 14.77	\$ 15.23	\$ 15.67	\$ 16.14	\$ 16.63	\$ 17.14	\$ 17.65	\$ 18.17	\$ 18.72	\$ 19.27
	1.5%	2016	\$ 13.72	\$ 14.13	\$ 14.57	\$ 14.99	\$ 15.46	\$ 15.91	\$ 16.38	\$ 16.88	\$ 17.40	\$ 17.91	\$ 18.44	\$ 19.00	\$ 19.56
Sr Info Sys Spec		2013	\$ 14.75	\$ 15.19	\$ 15.65	\$ 16.12	\$ 16.60	\$ 17.11	\$ 17.62	\$ 18.15	\$ 18.70	\$ 19.26	\$ 19.84	\$ 20.43	\$ 21.05
Case Aide	1.0%	01/2014	\$ 14.90	\$ 15.34	\$ 15.81	\$ 16.28	\$ 16.77	\$ 17.28	\$ 17.80	\$ 18.33	\$ 18.89	\$ 19.45	\$ 20.04	\$ 20.63	\$ 21.26
Eligibility Workers	1.0%	07/2014	\$ 15.05	\$ 15.49	\$ 15.97	\$ 16.44	\$ 16.94	\$ 17.45	\$ 17.98	\$ 18.51	\$ 19.08	\$ 19.64	\$ 20.24	\$ 20.84	\$ 21.47
	2.5%	2015	\$ 15.43	\$ 15.88	\$ 16.37	\$ 16.85	\$ 17.36	\$ 17.89	\$ 18.43	\$ 18.97	\$ 19.56	\$ 20.13	\$ 20.75	\$ 21.36	\$ 22.01
	1.5%	2016	\$ 15.66	\$ 16.12	\$ 16.62	\$ 17.10	\$ 17.62	\$ 18.16	\$ 18.71	\$ 19.25	\$ 19.85	\$ 20.43	\$ 21.06	\$ 21.68	\$ 22.34
Child Support Officer		2013	\$ 15.65	\$ 16.12	\$ 16.60	\$ 17.11	\$ 17.62	\$ 18.15	\$ 18.70	\$ 19.26	\$ 19.84	\$ 20.43	\$ 21.05	\$ 21.68	\$ 22.32
Fin Asst Spec	1.0%	01/2014	\$ 15.81	\$ 16.28	\$ 16.77	\$ 17.28	\$ 17.80	\$ 18.33	\$ 18.89	\$ 19.45	\$ 20.04	\$ 20.63	\$ 21.26	\$ 21.90	\$ 22.54
	1.0%	07/2014	\$ 15.97	\$ 16.44	\$ 16.94	\$ 17.45	\$ 17.98	\$ 18.51	\$ 19.08	\$ 19.64	\$ 20.24	\$ 20.84	\$ 21.47	\$ 22.12	\$ 22.77
	2.5%	2015	\$ 16.37	\$ 16.85	\$ 17.36	\$ 17.89	\$ 18.43	\$ 18.97	\$ 19.56	\$ 20.13	\$ 20.75	\$ 21.36	\$ 22.01	\$ 22.67	\$ 23.34
	1.5%	2016	\$ 16.62	\$ 17.10	\$ 17.62	\$ 18.16	\$ 18.71	\$ 19.25	\$ 19.85	\$ 20.43	\$ 21.06	\$ 21.68	\$ 22.34	\$ 23.01	\$ 23.69

Name	HireDate	Position	1/1/2014				7/1/2014				1/1/2015				1/1/2016			
			Rate	Long	Total	Change	Rate	Long	Total	Change	Rate	Long	Total	Change	Rate	Long	Total	Change
Tolifson, Jody	6/1/1999	Accounting Technician	\$ 18.61	\$ -	\$ 18.61	June Longevity to \$0.05	\$ 18.80	\$ 0.05	\$ 18.85		\$ 19.27	\$ 0.05	\$ 19.32		\$ 19.56	\$ 0.05	\$ 19.61	
Arnold, Julie	1/2/1991	Case Aide	\$ 21.26	\$ 0.10	\$ 21.36	Jan to Step 12	\$ 21.47	\$ 0.10	\$ 21.57		\$ 22.01	\$ 0.10	\$ 22.11		\$ 22.34	\$ 0.15	\$ 22.49	Jan Longevity to \$0.15
Steffen, Cindy	7/1/1975	Child Support Officer	\$ 22.54	\$ 0.25	\$ 22.79		\$ 22.77	\$ 0.25	\$ 23.02		\$ 23.34	\$ 0.25	\$ 23.59		\$ 23.69	\$ 0.25	\$ 23.94	
Johnson, Kathy	7/8/1991	Eligibility Workers	\$ 21.26	\$ 0.10	\$ 21.36	Jan to Step 12	\$ 21.47	\$ 0.10	\$ 21.57		\$ 22.01	\$ 0.10	\$ 22.11		\$ 22.34	\$ 0.10	\$ 22.44	July Longevity to \$0.15
Schmitz, Susan	8/14/1995	Eligibility Workers	\$ 21.26	\$ 0.05	\$ 21.31	Jan to Step 12	\$ 21.47	\$ 0.05	\$ 21.52		\$ 22.01	\$ 0.05	\$ 22.06	Aug Longevity to \$0.10	\$ 22.34	\$ 0.10	\$ 22.44	
Tolifson, Beth	5/29/2013	Eligibility Workers	\$ 15.34	\$ -	\$ 15.34		\$ 15.49	\$ -	\$ 15.49		\$ 15.88	\$ -	\$ 15.88	June to Step 2	\$ 16.62	\$ -	\$ 16.62	June to Step 3
Weber, Donna	1/30/1985	Eligibility Workers	\$ 21.26	\$ 0.15	\$ 21.41	Jan to Step 12	\$ 21.47	\$ 0.15	\$ 21.62		\$ 22.01	\$ 0.15	\$ 22.16	Feb Longevity to \$0.20	\$ 22.34	\$ 0.20	\$ 22.54	
Zurn, Mary	12/27/2011	Eligibility Workers	\$ 15.81	\$ -	\$ 15.81	Jan to Step 2	\$ 15.97	\$ -	\$ 15.97		\$ 16.85	\$ -	\$ 16.85	Jan to Step 3	\$ 17.62	\$ -	\$ 17.62	Jan to Step 4
Guest, Teresa	9/5/1991	Specialist, Sr Information System	\$ 21.26	\$ 0.10	\$ 21.36	Jan to Step 12	\$ 21.47	\$ 0.10	\$ 21.57		\$ 22.01	\$ 0.10	\$ 22.11		\$ 22.34	\$ 0.10	\$ 22.44	Sept Longevity to \$0.15
Nelson, Pamela	6/3/1985	Specialist, Sr Information System	\$ 21.26	\$ 0.15	\$ 21.41	Jan to Step 12	\$ 21.47	\$ 0.15	\$ 21.62		\$ 22.01	\$ 0.15	\$ 22.16	June Longevity to \$0.20	\$ 22.34	\$ 0.20	\$ 22.54	
Berreau, Karri	4/30/2001	Fin Asst Spec	\$ 22.54	\$ -	\$ 22.54	Jan to Step 12	\$ 22.77	\$ -	\$ 22.77		\$ 23.34	\$ -	\$ 23.34		\$ 23.69	\$ -	\$ 23.69	May Longevity to \$0.05
Grussing, Stacy	8/10/1998	Office Support Specialist	\$ 16.92	\$ 0.05	\$ 16.97	Jan to Step 12	\$ 17.09	\$ 0.05	\$ 17.14		\$ 17.52	\$ 0.05	\$ 17.57		\$ 17.78	\$ 0.05	\$ 17.83	

Every attempt has been made to ensure that step increases are correct; however, the terms of the Union Contract shall prevail if there is a discrepancy.  
Step increases for part-time employees are based on hours worked not years of service. See Article XI, Section 8.

Appendix A - Page 2 of 2

		Start	6 mos	2nd yr	3rd yr	4th yr	5th yr	6th yr	7th yr	8th yr	9th yr	10th y	11th y	12th y	
Support Coll Spec		2013	\$ 17.11	\$ 17.62	\$ 18.15	\$ 18.70	\$ 19.26	\$ 19.84	\$ 20.43	\$ 21.05	\$ 21.68	\$ 22.32	\$ 22.99	\$ 23.68	\$ 24.40
	1.0%	01/2014	\$ 17.28	\$ 17.80	\$ 18.33	\$ 18.89	\$ 19.45	\$ 20.04	\$ 20.63	\$ 21.26	\$ 21.90	\$ 22.54	\$ 23.22	\$ 23.92	\$ 24.64
	1.0%	07/2014	\$ 17.45	\$ 17.98	\$ 18.51	\$ 19.08	\$ 19.64	\$ 20.24	\$ 20.84	\$ 21.47	\$ 22.12	\$ 22.77	\$ 23.45	\$ 24.16	\$ 24.89
	2.5%	2015	\$ 17.89	\$ 18.43	\$ 18.97	\$ 19.56	\$ 20.13	\$ 20.75	\$ 21.36	\$ 22.01	\$ 22.67	\$ 23.34	\$ 24.04	\$ 24.76	\$ 25.51
	1.5%	2016	\$ 18.16	\$ 18.71	\$ 19.25	\$ 19.85	\$ 20.43	\$ 21.06	\$ 21.68	\$ 22.34	\$ 23.01	\$ 23.69	\$ 24.40	\$ 25.13	\$ 25.89
Social Worker		2013	\$ 18.09	\$ 18.63	\$ 19.19	\$ 19.76	\$ 20.36	\$ 20.97	\$ 21.59	\$ 22.24	\$ 22.91	\$ 23.60	\$ 24.31	\$ 25.04	\$ 25.80
	1.0%	01/2014	\$ 18.27	\$ 18.82	\$ 19.38	\$ 19.96	\$ 20.56	\$ 21.18	\$ 21.81	\$ 22.46	\$ 23.14	\$ 23.84	\$ 24.55	\$ 25.29	\$ 26.06
	1.0%	07/2014	\$ 18.45	\$ 19.01	\$ 19.57	\$ 20.16	\$ 20.77	\$ 21.39	\$ 22.03	\$ 22.68	\$ 23.37	\$ 24.08	\$ 24.80	\$ 25.54	\$ 26.32
	2.5%	2015	\$ 18.91	\$ 19.49	\$ 20.06	\$ 20.66	\$ 21.29	\$ 21.92	\$ 22.58	\$ 23.25	\$ 23.95	\$ 24.68	\$ 25.42	\$ 26.18	\$ 26.98
	1.5%	2016	\$ 19.19	\$ 19.78	\$ 20.36	\$ 20.97	\$ 21.61	\$ 22.25	\$ 22.92	\$ 23.60	\$ 24.31	\$ 25.05	\$ 25.80	\$ 26.57	\$ 27.38

Name	HireDate	Position	1/1/2014				7/1/2014				1/1/2015				1/1/2016			
			Rate	Long	Total	Change	Rate	Long	Total	Change	Rate	Long	Total	Change	Rate	Long	Total	Change
Brown, Rebecca	3/1/2006	Social Worker	\$ 22.65	\$ -	\$ 22.65	Jan 1.0% increase - Mar to Step 8	\$ 23.37	\$ -	\$ 23.37		\$ 23.95	\$ -	\$ 23.95	Mar to Step 9	\$ 25.05	\$ -	\$ 25.05	Mar to Step 10
Capps, Natalie	7/23/1992	Social Worker	\$ 26.06	\$ 0.10	\$ 26.16		\$ 26.32	\$ 0.10	\$ 26.42		\$ 26.98	\$ 0.10	\$ 27.08		\$ 27.38	\$ 0.10	\$ 27.48	
Dragt, Colette	6/15/1992	Social Worker	\$ 26.06	\$ 0.10	\$ 26.16		\$ 26.32	\$ 0.10	\$ 26.42		\$ 26.98	\$ 0.10	\$ 27.08		\$ 27.38	\$ 0.10	\$ 27.48	
Frye, Amy	1/30/2012	Social Worker	\$ 18.82	\$ -	\$ 18.82	Feb to Step 2	\$ 19.57	\$ -	\$ 19.57		\$ 20.06	\$ -	\$ 20.06	Feb to Step 3	\$ 20.97	\$ -	\$ 20.97	Feb to Step 4
Gronli, Breanna	11/12/2013	Social Worker	\$ 18.27	\$ -	\$ 18.27	May to 6 month	\$ 19.01	\$ -	\$ 19.01		\$ 19.49	\$ -	\$ 19.49	Nov to Step 2	\$ 20.36	\$ -	\$ 20.36	Nov to Step 3
Grussing, Holly	11/9/1998	Social Worker	\$ 26.06	\$ 0.05	\$ 26.11	Jan to Step 12	\$ 26.32	\$ 0.05	\$ 26.37		\$ 26.98	\$ 0.05	\$ 27.03		\$ 27.38	\$ 0.05	\$ 27.43	
Hans, Peggy	3/5/1998	Social Worker	\$ 26.06	\$ 0.05	\$ 26.11	Jan to Step 12	\$ 26.32	\$ 0.05	\$ 26.37		\$ 26.98	\$ 0.05	\$ 27.03		\$ 27.38	\$ 0.05	\$ 27.43	
Hayden, Paul	7/1/1973	Social Worker	\$ 26.06	\$ 0.25	\$ 26.31	Retired in April 2014												
Huntley, Jennifer	10/14/2009	Social Worker	\$ 20.56	\$ -	\$ 20.56		\$ 20.77	\$ -	\$ 20.77	Oct to Step 5	\$ 21.92	\$ -	\$ 21.92	Oct to Step 6	\$ 22.92	\$ -	\$ 22.92	Oct to Step 7
Kallevig, Christina	3/1/2006	Social Worker	\$ 22.65	\$ -	\$ 22.65	Jan 1.0% increase - Mar to Step 8	\$ 23.37	\$ -	\$ 23.37		\$ 23.95	\$ -	\$ 23.95	Mar to Step 9	\$ 25.05	\$ -	\$ 25.05	Mar to Step 10
Meers, Kendra	8/19/2010	Social Worker	\$ 19.96	\$ -	\$ 19.96	Left the County in January 2014												
Rademacher, Emily	1/27/2014	Social Worker	\$ 18.27	\$ -	\$ 18.27		\$ 18.45	\$ -	\$ 18.45	Aug to 6 Month	\$ 19.49	\$ -	\$ 19.49		\$ 19.78	\$ -	\$ 19.78	Feb to Step 2
Schmidt, Jonell	7/8/2008	Social Worker	\$ 21.18	\$ -	\$ 21.18		\$ 22.03	\$ -	\$ 22.03	July to Step 6	\$ 22.58	\$ -	\$ 22.58	July to Step 7	\$ 23.60	\$ -	\$ 23.60	July to Step 8
Schmitt, Leah	10/17/2011	Social Worker	\$ 19.38	\$ -	\$ 19.38		\$ 19.57	\$ -	\$ 19.57	Nov to Step 3	\$ 20.66	\$ -	\$ 20.66	Nov to Step 4	\$ 21.61	\$ -	\$ 21.61	Nov to Step 5
Tofte, Whitney	1/13/2014	Social Worker	\$ 18.27	\$ -	\$ 18.27		\$ 18.45	\$ -	\$ 18.45	Oct to 6 Month	\$ 19.49	\$ -	\$ 19.49		\$ 19.78	\$ -	\$ 19.78	
Warnock, Jennifer	6/3/2013	Social Worker	\$ 18.82	\$ -	\$ 18.82		\$ 19.01	\$ -	\$ 19.01		\$ 19.49	\$ -	\$ 19.49	June to Step 2	\$ 20.36	\$ -	\$ 20.36	June to Step 3
Wente, Patricia	10/24/2011	Social Worker Support & Collections	\$ 19.38	\$ -	\$ 19.38		\$ 19.57	\$ -	\$ 19.57	Dec to Step 3	\$ 20.66	\$ -	\$ 20.66	Dec to Step 4	\$ 21.61	\$ -	\$ 21.61	Dec to Step 5
Hagen, Kelly	10/1/1987	Specialist	\$ 24.64	\$ 0.15	\$ 24.79		\$ 24.89	\$ 0.15	\$ 25.04		\$ 25.51	\$ 0.15	\$ 25.66		\$ 25.89	\$ 0.15	\$ 26.04	

Every attempt has been made to ensure that step increases are correct; however, the terms of the Union Contract shall prevail if there is a discrepancy.  
Step increases for part-time employees are based on hours worked not years of service. See Article XI, Section 8.

		Start	6 mos	2nd yr	3rd yr	4th yr	5th yr	6th yr	7th yr	8th yr	9th yr	10th y	11th y	12th y	
Office Support															
Spec		2010	11.23	11.57	11.92	12.28	12.65	13.03	13.42	13.82	14.23	14.66	15.10	15.55	16.02
	2%	2011	11.45	11.80	12.16	12.53	12.90	13.29	13.69	14.10	14.51	14.95	15.40	15.86	16.34
	1.5%	2012	11.63	11.98	12.34	12.71	13.10	13.49	13.89	14.31	14.73	15.18	15.63	16.10	16.59
	1%	2013	11.74	12.10	12.46	12.84	13.23	13.62	14.03	14.45	14.88	15.33	15.79	16.26	16.75
Acct Tech		2010	12.37	12.74	13.12	13.51	13.92	14.34	14.77	15.21	15.67	16.14	16.62	17.12	17.63

	2%	2011	12.62	12.99	13.38	13.78	14.20	14.63	15.07	15.51	15.98	16.46	16.95	17.46	17.98
	1.5%	2012	12.81	13.19	13.58	13.99	14.41	14.85	15.29	15.75	16.22	16.71	17.21	17.72	18.25
	1%	2013	12.93	13.32	13.72	14.13	14.56	14.99	15.44	15.90	16.39	16.88	17.38	17.90	18.43
Sr Info Sys Spec		2010	14.11	14.53	14.97	15.42	15.88	16.36	16.85	17.36	17.88	18.42	18.97	19.54	20.13
Case Aide	2%	2011	14.39	14.82	15.27	15.73	16.20	16.69	17.19	17.71	18.24	18.79	19.35	19.93	20.53
Fin. Worker	1.5%	2012	14.61	15.04	15.50	15.96	16.44	16.94	17.44	17.97	18.51	19.07	19.64	20.23	20.84
	1%	2013	14.75	15.19	15.65	16.12	16.60	17.11	17.62	18.15	18.70	19.26	19.84	20.43	21.05
Child Support Officer		2010	14.97	15.42	15.88	16.36	16.85	17.36	17.88	18.42	18.97	19.54	20.13	20.73	21.35
Fin Asst Spec	2%	2011	15.27	15.73	16.20	16.69	17.19	17.71	18.24	18.79	19.35	19.93	20.53	21.14	21.78
	1.5%	2012	15.50	15.96	16.44	16.94	17.44	17.97	18.51	19.07	19.64	20.23	20.84	21.46	22.10
	1%	2013	15.65	16.12	16.60	17.11	17.62	18.15	18.70	19.26	19.84	20.43	21.05	21.68	22.32
Support Coll Spec		2010	16.36	16.85	17.36	17.88	18.42	18.97	19.54	20.13	20.73	21.35	21.99	22.65	23.33
	2%	2011	16.69	17.19	17.71	18.24	18.79	19.35	19.93	20.53	21.14	21.78	22.43	23.10	23.80
	1.5%	2012	16.94	17.44	17.97	18.51	19.07	19.64	20.23	20.84	21.46	22.10	22.77	23.45	24.15
	1%	2013	17.11	17.62	18.15	18.70	19.26	19.84	20.43	21.05	21.68	22.32	22.99	23.68	24.40
Social Worker		2010	17.30	17.82	18.35	18.90	19.47	20.05	20.65	21.27	21.91	22.57	23.25	23.95	24.67
	2%	2011	17.65	18.18	18.72	19.28	19.86	20.45	21.06	21.70	22.35	23.02	23.72	24.43	25.16
	1.5%	2012	17.91	18.45	19.00	19.57	20.16	20.76	21.38	22.02	22.68	23.37	24.07	24.80	25.54
	1%	2013	18.09	18.63	19.19	19.76	20.36	20.97	21.59	22.24	22.91	23.60	24.31	25.04	25.80

**APPENDIX B. MEMORANDUM OF UNDERSTANDINGS**

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

**MEMORANDUM OF UNDERSTANDING**

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

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

The Employer and the Union agree to the following:

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

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

For the Employer:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

For the Union:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
*Swift Co. Human Services*