

LABOR AGREEMENT

between

THE BOARD OF COUNTY COMMISSIONERS

SWIFT COUNTY, MINNESOTA

and

THE AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO

LOCAL UNION NO. 2538

COURTHOUSE UNIT

January 1, 2017 – December 31, 2019

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PREAMBLE

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

ARTICLE I. RECOGNITION

Section 1

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

Section 2

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

Section 3 (Amended in 2014)

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

Section 4

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

ARTICLE II. HOURS OF WORK

Section 1

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

Section 2 (Amended 2014)

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

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

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

Section 3

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

Section 4

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

Section 5

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

ARTICLE III. HOLIDAY PROVISIONS

Section 1 (Amended 1985)

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

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

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

Section 2

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

Section 3

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

Section 4

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

ARTICLE IV. VACATIONS

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

Section 1

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

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

Section 2

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

Section 3

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

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

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

Section 4

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

ARTICLE V. SICK LEAVE

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

Section 1 (Amended 1973)

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

be credited to the employee month to month.

Section 2

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

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

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

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

Section 3

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

Section 4 (Amended in 2014)

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

Section 5

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

Section 6 (Amended in 2014)

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

Section 7

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

Section 8 Funeral Time Allowance (Amended 2011)

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

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

Section 9

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

ARTICLE VI. PTO

PTO Added 2014

Section 1. Effected Employees

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

Section 2. Conversion Options.

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

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

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

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

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

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

Section 3. Extended Sick Leave Bank

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

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

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

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

Section 4. PTO Accrual Rate

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

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

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

Section 5. Maximum PTO Accumulation

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

Section 6. Post-employment Payout

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

Section 7. PTO Purpose

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

Section 8. Non-emergency use of PTO

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

Section 9. Care of immediate family.

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

personnel file.

Section 10. Medical Certification

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

ARTICLE VII. HEALTH AND WELFARE

Section 1

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

Section 2 Changed 2017

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

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

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

For 2018 and 2019, the County will split the cost of any increase in the cost of the dependent insurance coverage, with the County paying 50% of the increase and the employee paying 50% of the increase.

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

Section 3

Employer Contribution Toward Employee VEBA or HSA Account Changed 2014

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

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

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

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

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

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

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

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

Section 4 (Amended 2011)

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

Section 5 (Amended 2011)

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

Section 6

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

Section 7 (Added 1985)

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

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

Section 8 Flexible Benefits Plan (Added 2001)

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

ARTICLE VIII. OTHER LEAVES

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

ARTICLE IX. SENIORITY AND RETIREMENT

Section 1

Seniority standing shall be granted to all regular employees. It is to be determined on the basis of total continuous employment with the County departments. Employees shall be placed on the seniority list as of the last date of hire. The first twelve (12) months of employment shall be a probationary period. Annual leaves (Vacation or PTO) can be used after 6 months of employment. However, during an employee's first six months of employment, an employee may use up to 6 days of accrued PTO time for personal and family (see family definition in Article VI, Section 9) medical needs. Employees hired before the signing of this contract shall only have a six (6) month probationary period. A seniority list shall be kept up to date, with a copy to the Union.

Section 2

An employee shall lose seniority for the following reasons only:

- A. They resign.

Section 7.

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

Section 8.

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

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

Section 9.

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

ARTICLE X. GRIEVANCES AND DISPUTES

Section 1

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

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

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

Section 3

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

Section 4 (Added 1988)

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

Section 5

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

Section 6 (Revised 2001)

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

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

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

ARTICLE XI. DISCIPLINE AND SUSPENSION

Section 1

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

Section 2

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

Section 3

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

Section 4 (Added 1996)

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

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

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

A. Oral Reprimand – Changed 2014

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

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

B. Written Reprimand

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

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

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

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

C. Suspension

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

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

D. Discharge

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

ARTICLE XII. SAVINGS CLAUSE

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

ARTICLE XIII. GENERAL PROVISIONS

Section 1

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

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

Section 2

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

Section 3

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

Section 4 – Changed 2016

Upon promotion of a permanent employee, the employee's salary shall increase at a minimum to the

lowest step on the new pay grade that is at least 5 percent over their current wage. Management may consider factors such as experience, education and performance when placing a promoted employee on a step in the new pay grade, and such placement shall not be subject to the grievance procedure found in Article X. A promoted employee's last date of hire shall remain their eligibility date for the purpose of any future step increases. Employees who have their duties changed and/or added to shall be reclassified and/or upgraded to compensate for the additional responsibilities.

Section 5

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

Section 6

Payroll periods shall be at least semi-monthly.

Section 7 Travel Expense

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

Section 8 Meal Expense

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

ARTICLE XIV. PERSONNEL POLICY

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

ARTICLE XV. DURATION OF AGREEMENT

Section 1

This Agreement shall be effective as of January 1, 2017 and shall remain in full force and effect to and including the 31st day of December 2019 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, 2019. Failure to give such notice shall cause the agreement to be renewed automatically for a period of twelve (12) months from year to year. The current agreement will continue through the negotiation period.

Section 2

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

On behalf of the:

Employer

L. Kelly

2/7/17
Dated

Union

Bruce
Mark
[Signature]
[Signature]

2-6-17
Dated

APPENDIX A -- CLASSIFICATION AND COMPENSATION

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

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

Department	Title	Grade	Hourly Rate										
			1	2	3	4	5	6	7	8	9	10	11
Administration	Custodian	7	\$ 14.81	\$ 15.27	\$ 15.74	\$ 16.20	\$ 16.71	\$ 17.19	\$ 17.71	\$ 18.24	\$ 18.79	\$ 19.34	\$ 19.93
Veterans Services	Office Manager - VS	9	\$ 16.65	\$ 17.16	\$ 17.68	\$ 18.21	\$ 18.76	\$ 19.31	\$ 19.89	\$ 20.49	\$ 21.12	\$ 21.74	\$ 22.40
Extensions	Office Manager - Ext	9	\$ 16.65	\$ 17.16	\$ 17.68	\$ 18.21	\$ 18.76	\$ 19.31	\$ 19.89	\$ 20.49	\$ 21.12	\$ 21.74	\$ 22.40
Attorney	Legal Assistant /Office Manager	11	\$ 16.70	\$ 19.28	\$ 19.86	\$ 20.45	\$ 21.08	\$ 21.71	\$ 22.37	\$ 23.03	\$ 23.73	\$ 24.44	\$ 25.16
Auditor	Deputy Auditor	11	\$ 18.70	\$ 19.28	\$ 19.86	\$ 20.45	\$ 21.08	\$ 21.71	\$ 22.37	\$ 23.03	\$ 23.73	\$ 24.44	\$ 25.16
Assessor	Property Technician	11	\$ 18.70	\$ 19.28	\$ 19.86	\$ 20.45	\$ 21.08	\$ 21.71	\$ 22.37	\$ 23.03	\$ 23.73	\$ 24.44	\$ 25.16
Treasurer	Chief Deputy Treasurer	11	\$ 18.70	\$ 19.28	\$ 19.86	\$ 20.45	\$ 21.08	\$ 21.71	\$ 22.37	\$ 23.03	\$ 23.73	\$ 24.44	\$ 25.16
Land Records	Chief Deputy Land Records	11	\$ 18.70	\$ 19.28	\$ 19.86	\$ 20.45	\$ 21.08	\$ 21.71	\$ 22.37	\$ 23.03	\$ 23.73	\$ 24.44	\$ 25.16
Attorney	Legal Assistant/Victim Witness Coordinator	12	\$ 19.83	\$ 20.44	\$ 21.07	\$ 21.69	\$ 22.35	\$ 23.01	\$ 23.70	\$ 24.42	\$ 25.14	\$ 25.90	\$ 26.67
Assessor	Appraiser	12	\$ 19.83	\$ 20.44	\$ 21.07	\$ 21.69	\$ 22.35	\$ 23.01	\$ 23.70	\$ 24.42	\$ 25.14	\$ 25.90	\$ 26.67
Information Technology	Technical Support Specialist	13	\$ 21.02	\$ 21.68	\$ 22.33	\$ 22.99	\$ 23.68	\$ 24.40	\$ 25.12	\$ 25.88	\$ 26.65	\$ 27.45	\$ 28.27
Land Records	GIS Specialist	13	\$ 21.02	\$ 21.68	\$ 22.33	\$ 22.99	\$ 23.68	\$ 24.40	\$ 25.12	\$ 25.88	\$ 26.65	\$ 27.45	\$ 28.27
Assessor	Deputy Assessor	14	\$ 22.29	\$ 22.97	\$ 23.65	\$ 24.38	\$ 25.10	\$ 25.86	\$ 26.63	\$ 27.43	\$ 28.24	\$ 29.09	\$ 29.98
Land Records	GIS Coordinator	17	\$ 26.54	\$ 27.37	\$ 28.17	\$ 29.02	\$ 29.89	\$ 30.79	\$ 31.71	\$ 32.66	\$ 33.65	\$ 34.65	\$ 35.70

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

Employee	Hire Date	2016 Grade	2017 Grade	12/2016 Step	12/31/2016 Rate	2017 Increase		3/1/2018 Rate	2018 Increase		1/1/2019 Rate	2019 Increase	
						Rate	Date		Rate	Date		Rate	Date
AUGESON/STACY J	2/29/2016	11	12	4	\$ 20.26	\$ 20.84	2/29	\$ 21.91	\$ 22.56	2/29	\$ 23.01	\$ 23.70	2/29
BAGENT/CHELSEY	9/12/2016	12	13	2	\$ 20.25	\$ 20.83	9/12	\$ 21.89	\$ 22.54	9/12	\$ 22.99	\$ 23.68	9/12
JOHNSON/KRISTY	9/28/2016	12	13	1	\$ 19.65	\$ 20.21	9/28	\$ 21.25	\$ 21.89	9/28	\$ 22.33	\$ 22.99	9/28
LINDSTROM/TOMI J	10/27/1997	10	11	10	\$ 22.82	\$ 23.49	10/27	\$ 24.67			\$ 25.16		
MOLDEN/MARLENE T	4/23/2007	10	11	7	\$ 20.88	\$ 21.50	4/23	\$ 22.58	\$ 23.26	4/23	\$ 23.73	\$ 24.44	4/23
NAIG/MELUSSA K	10/31/2016	6	7	5	\$ 15.59	\$ 16.06	10/31	\$ 16.85	\$ 17.36	10/31	\$ 17.71	\$ 18.24	10/31
KORRY/TERRI L	9/26/2011	8	9	3	\$ 16.51	\$ 16.99	9/26	\$ 17.85	\$ 18.39	9/26	\$ 18.76	\$ 19.31	9/26
PEDERSON/COLLEEN	6/2/1998	10	11	10	\$ 22.82	\$ 23.49	6/2	\$ 24.67			\$ 25.16		
PUTZ/MELANIE L	10/12/2015	11	12	1	\$ 18.53	\$ 19.06	10/12	\$ 20.04	\$ 20.66	10/12	\$ 21.07	\$ 21.69	10/12
ROBERTS/CARLA L	1/1/1983	10	11	10	\$ 22.82	\$ 23.49	1/1	\$ 24.67			\$ 25.16		
SCHWENDEMAN/DARLA L	5/19/2014	11	12	1	\$ 18.53	\$ 19.06	5/19	\$ 20.04	\$ 20.66	5/19	\$ 21.07	\$ 21.69	5/19
SMITH/STEPHANIE	1/17/2017	8	9	0	\$ 15.56	#N/A	1/17	\$ 16.32	\$ 16.82	1/17	\$ 17.16	\$ 17.68	1/17
STANLEY/MONICA	1/1/2006	10	11	4	\$ 19.11	\$ 19.66	1/1	\$ 20.67	\$ 21.28	1/1	\$ 21.71	\$ 22.37	1/1
THOMPSON/BRIAN	6/2/2008	12	13	10	\$ 25.64	\$ 26.38	6/2	\$ 27.72			\$ 28.27		

APPENDIX B. SEXUAL HARASSMENT POLICY

I. POLICY.

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

II. DEFINITION.

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

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

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

III. PROCEDURE.

INFORMAL PROCEDURE:

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

FORMAL PROCEDURE:

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

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

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

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

APPENDIX C – MEMORANDUM OF UNDERSTANDINGS

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

MEMORANDUM OF UNDERSTANDING

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

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

The Employer and the Union agree to the following:

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

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

For the Employer:

Joe Fox
[Signature]

For the Union:

Courtrose Pederson
[Signature]
Courtrose Union
