



PLEASE NOTE
THE BOARD MEETING WILL BE HELD IN PIPESTONE

Southwest Health and Human Services
Board Agenda
Wednesday, April 17, 2013
1091 North Hiawatha Avenue
Pipestone
9:00 a.m.

HUMAN SERVICES

- A. Call to order
- B. Pledge of Allegiance
- C. Consent Agenda
 - 1. Amend/Approval of Agenda
 - 2. Identification of Conflict of Interest
 - 3. Approval of 03/13/13 board minutes

D. Financial

E. Caseload

	03/13	02/13	01/13
Social Service	3324	3231	3369
Out-of-Home Placements	123	116	116
Income Maintenance	11,032	11,046	10,838
Child Support Cases	3877	3860	3870
Child Support Collections	\$896,751	\$823,311	\$814,711

F. Decision Items

- 1.
- 2.

G. Discussion/Information

- 1.
- 2.

COMMUNITY HEALTH

H. Call to order

I. Consent Agenda

1. Amend/Approval of Agenda
2. Identification of Conflict of Interest
3. Approval of 03/13/13 board minutes

J. Financial

K. Caseload

	03/13	02/13	01/13
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WIC		2279	2327
Family Home Visiting	33	30	44
PCA Assessments	22	21	29
Managed Care	168	152	198
Dental Varnishing	106	70	76

L. Decision Items

- 1.
- 2.

M. Discussion/Information

1. SMOC
2. Nuisance updates
- 3.

GOVERNING BOARD

N. Call to order

O. Consent Agenda

1. Amend/Approval of Agenda
2. Identification of Conflict of Interest
3. Approval of 03/13/13 board minutes

P. Financial

Q. Introduce new staff member; Lori McGee, Social Worker

GOVERNING BOARD (cont.)

R. Decision Items

1. Douglas Walker, Information Technology Specialist, Senior, rescind job offer
2. Jessica Bosma, Public Health Nurse, full time to part-time (22.5 hours per week), effective 07/01/13
3. Kristin Deacon, Nursing Supervisor, completion of 6 month probationary period, no salary increase, effective 04/22/13
4. Ann Orren, CIRCLE Coordinator, probationary appointment (12 months), \$48,750.00/annual, effective 04/08/13
5. Deb Seidel, Information Technology Specialist, Senior, probationary appointment (12 months), \$41,000.00/annual, effective 04/15/13
6. Judy Pitzl, Public Health Educator, probationary appointment (12 months), \$25.50 per hour, effective 04/22/13
7. Request for Health and Human Services Planner
8. Human Services Labor Agreement
9. Contracts
- 10.
- 11.
- 12.

S. Discussion/Information

- 1.
- 2.
- 3.

T. Adjournment

SOUTHWEST HEALTH & HUMAN SERVICES

Ivanhoe, Marshall, Slayton, Pipestone, Redwood and Luverne Offices

SUMMARY OF FINANCIAL ACCOUNTS REPORT

For the Month Ending: **March 31, 2013**

*** Income Maintenance * Social Services * Information Technology * Health ***

Description	Month	Running Balance
BEGINNING BALANCE		\$6,871,919
RECEIPTS		
Monthly Receipts	1,499,376	
County Contribution	14,394	
Interest on Investments	596	
TOTAL MONTHLY RECEIPTS		1,514,366
DISBURSEMENTS		
Monthly Disbursements	2,359,610	
TOTAL MONTHLY DISBURSEMENTS		2,359,610
ENDING BALANCE		\$6,026,675

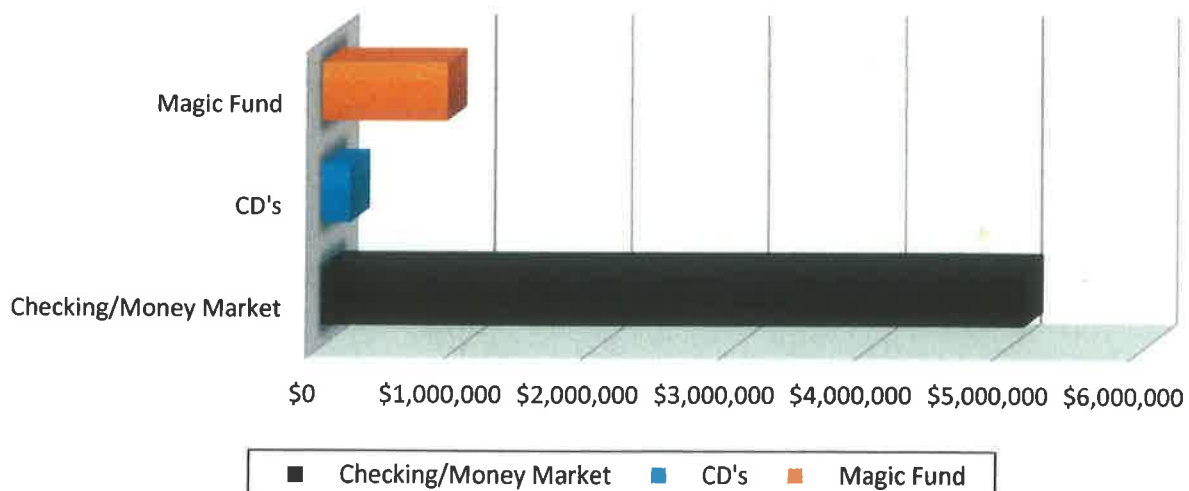
REVENUE

Checking/Money Market	\$5,122,215
CD's	\$200,000
Magic Fund	\$904,460
(March 2013 - yield .04%)	

**Average Balance
last two years
\$4,840,789**

ENDING BALANCE \$6,226,675

REVENUE DESIGNATION



Southwest Health And Human Services

As of 03/2013

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TREASURER'S CASH TRIAL BALANCE

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
1 Health Services Fund	1,118,213.24			
Receipts		238,526.74	1,055,662.46	
Disbursements		105,552.89-	272,232.00-	
Payroll		160,858.89-	472,868.05-	
Journal Entries		994.64-	99,005.36	
Fund Total		28,879.68-	409,567.77	1,527,781.01
5 Human Services Fund	306,970.30			
Receipts		243,542.53	711,955.28	
Disbursements		209,608.98-	815,757.39-	
Payroll		638.00-	1,925.00-	
Dept Total		33,295.55	105,727.11-	201,243.19
5 Human Services Fund	1,478,708.43-			
Receipts		376,913.93	2,060,367.61	
Disbursements		273,630.24-	788,504.56-	
Payroll		306,206.03-	878,481.20-	
Dept Total		202,922.34-	393,381.85	1,085,326.58-
5 Human Services Fund	24,236,915.12-			
Receipts		9,780.64	84,124.21	
Disbursements		192,995.79-	407,036.71-	
Payroll		432,784.96-	1,261,403.33-	
Dept Total		616,000.11-	1,584,315.83-	25,821,230.95-
5 Human Services Fund	31,296,082.32			
Receipts		630,734.48	3,027,650.65	
Disbursements		80,749.47-	300,455.70-	
SSIS		544,881.32-	1,629,138.48-	
Dept Total		5,103.69	1,098,056.47	32,394,138.79

Southwest Health And Human Services

As of 03/2013

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TREASURER'S CASH TRIAL BALANCE

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
5	461	Information Systems		
	1,408,795.11-			
Human Services Fund				
Receipts		11,453.00	21,057.75	
Disbursements		5,879.82-	7,093.88-	
Payroll		15,499.50-	48,335.17-	
Dept Total		9,926.32-	34,371.30-	1,443,166.41-
5	471	LCTS Collaborative Agency		
Human Services Fund				
Receipts	0.00	0.00	80,044.00	
Disbursements		0.00	100.00-	
Journal Entries		0.00	80,044.00-	
Dept Total		0.00	100.00-	100.00-
Fund Total		790,449.53-	233,075.92-	4,245,558.04
71	471	LCTS Collaborative Agency		
LCTS Lyon Murray Collaborative Fund				
Disbursements	73,752.45	0.00	24,100.00-	
Journal Entries		0.00	25,538.33	
Dept Total		0.00	1,438.33	75,190.78
Fund Total		0.00	1,438.33	75,190.78
73	471	LCTS Collaborative Agency		
LCTS Rock Pipestone Collaborative Fund				
Receipts	64,830.53	3,290.00	6,415.00	
Disbursements		14,169.67-	28,639.69-	
Journal Entries		0.00	12,624.67	
Dept Total		10,879.67-	9,600.02-	55,230.51
Fund Total		10,879.67-	9,600.02-	55,230.51
75	471	LCTS Collaborative Agency		
Redwood LCTS Collaborative				
Receipts	0.00	0.00	127,130.46	

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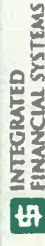
Southwest Health And Human Services

As of 03/2013

TREASURER'S CASH TRIAL BALANCE

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Disbursements		15,160.42-	46,096.26-	
Journal Entries		0.00	41,881.00	
Dept Total		15,160.42-	122,915.20	122,915.20
Fund Total		15,160.42-	122,915.20	122,915.20
All Funds	5,735,430.18			
Receipts		1,514,241.32	7,174,407.42	
Disbursements		897,747.28-	2,690,016.19-	
SSIS		544,881.32-	1,629,138.48-	
Payroll		915,987.38-	2,663,012.75-	
Journal Entries		994.64-	99,005.36	
Total		845,369.30-	291,245.36	6,026,675.54

Southwest Health And Human Services



INTEGRATED
FINANCIAL SYSTEMS

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1 Health Services Fund

TRIAL BALANCE REPORT

As of 03/2013

Report Basis: Cash

Page 2

Account	Beginning Balance	Actual This-Month	Actual Year-To-Date	Current Balance
1001 Cash	1,118,213.24	28,879.68-	409,567.77	1,527,781.01
1090 Investments	300,000.00	0.00	100,000.00-	200,000.00
Total Assets	1,418,213.24	28,879.68-	309,567.77	1,727,781.01
--- Liabilities and Balance----				
Liabilities				
Total Liabilities	0.00	0.00	0.00	0.00
Fund Balance				
2881 Unassigned Fund Balance	1,418,213.24-	0.00	0.00	1,418,213.24-
2885 Revenue Control	0.00	228,310.86-	1,043,611.16-	1,043,611.16-
2887 Expenditure Control	0.00	257,190.54	734,043.39	734,043.39
Total Fund Balance	1,418,213.24-	28,879.68	309,567.77-	1,727,781.01-
Total Liabilities and Balance	1,418,213.24-	28,879.68	309,567.77-	1,727,781.01-
410 General Administration				
----- Assets-----				
Total Assets	0.00	0.00	0.00	0.00
--- Liabilities and Balance----				
Liabilities				
Total Liabilities	0.00	0.00	0.00	0.00
Total Liabilities and Balance	0.00	0.00	0.00	0.00
1 Health Services Fund				

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Southwest Health And Human Services

STATEMENT OF REVENUES AND EXPENDITURES

As Of 03/2013

Report Basis: Cash



Page 2

DESCRIPTION	CURRENT MONTH	YEAR TO-DATE	2013		% OF	
			BUDGET	BUDGET	BUDG	YEAR
FUND 1 HEALTH SERVICES FUND						
REVENUES						
CONTRIBUTIONS FROM COUNTIES	14,394.00-	139,180.50-	776,722.00-	18	25	
INTERGOVERNMENTAL REVENUES	18,497.65-	426,261.43-	463,292.00-	92	25	
STATE REVENUES	30,299.26-	71,034.75-	296,342.00-	24	25	
FEDERAL REVENUES	57,561.09-	208,287.57-	890,960.00-	23	25	
FEES	68,347.13-	154,929.64-	443,780.00-	35	25	
EARNINGS ON INVESTMENTS	119.21-	610.39-	0.00	0	25	
MISCELLANEOUS REVENUES	39,092.52-	43,306.88-	178,500.00-	24	25	
TOTAL REVENUES	228,310.86-	1,043,611.16-	3,049,596.00-	34	25	
EXPENDITURES						
PROGRAM EXPENDITURES	0.00	0.00	0.00	0	25	
PAYROLL AND BENEFITS	160,858.89	472,868.05	2,245,694.00	21	25	
OTHER EXPENDITURES	96,331.65	261,175.34	803,902.00	32	25	
TOTAL EXPENDITURES	257,190.54	734,043.39	3,049,596.00	24	25	

Southwest Health And Human Services



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STATEMENT OF REVENUES AND EXPENDITURES

As Of 03/2013 Report Basis: Cash

DESCRIPTION	CURRENT MONTH	YEAR TO-DATE	2013 BUDGET	% OF BUDG	% OF YEAR
FUND 5 HUMAN SERVICES FUND					
REVENUES					
CONTRIBUTIONS FROM COUNTIES	0.00	218,233.82 -	9,088,387.00 -	2	25
INTERGOVERNMENTAL REVENUES	146,265.41 -	1,894,456.41 -	325,058.00 -	583	25
STATE REVENUES	329,814.72 -	647,724.34 -	3,492,352.00 -	19	25
FEDERAL REVENUES	354,188.50 -	1,740,392.27 -	6,181,865.00 -	28	25
FEES	94,158.14 -	264,997.07 -	1,135,250.00 -	23	25
EARNINGS ON INVESTMENTS	476.79 -	476.79 -	1,300.00 -	37	25
MISCELLANEOUS REVENUES	108,228.67 -	424,296.84 -	1,436,067.00 -	30	25
TOTAL REVENUES	1,033,132.23 -	5,190,577.54 -	21,660,279.00 -	24	25
EXPENDITURES					
PROGRAM EXPENDITURES	636,065.11	2,291,787.63	9,322,653.00	25	25
PAYROLL AND BENEFITS	750,519.14	2,197,059.10	10,202,186.00	22	25
OTHER EXPENDITURES	354,017.04	728,391.51	2,135,440.00	34	25
TOTAL EXPENDITURES	1,740,601.29	5,217,238.24	21,660,279.00	24	25

SOUTHWEST HEALTH AND HUMAN SERVICES CHECK REGISTER**MARCH 2013**

DATE	RECEIPT or CHECK #	DESCRIPTION	+ DEPOSITS	-DISBURSEMENTS	BALANCE
	BALANCE FORWARD				6,871,919.84
3/1/13	1987,89-90,93,97-2011	DEP	17,526.91		6,889,446.75
3/4/13	28207-28244	DISB		36,525.74	6,852,921.01
3/4/13	28245-28287	DISB		22,598.21	6,830,322.80
3/4/13	28288-28290	DISB		1,031.36	6,829,291.44
3/5/13	2012-19,27-39,40-61	DEP	112,349.89		6,941,641.33
3/8/13	5827-5847	PAYROLL		459,647.31	6,481,994.02
3/8/13	2020-26,2062-2154	DEP	357,461.26		6,839,455.28
3/11/13	28291-28346	DISB		7,497.98	6,831,957.30
3/11/13	28347-28461	DISB		251,806.31	6,580,150.99
3/11/13	28462-28573	DISB		243,621.43	6,336,529.56
3/13/13	EFT - MNCARE TAX	DISB		994.64	6,335,534.92
3/13/13	76938 DEC. INTEREST	DEP	207.41		6,335,742.33
3/13/13	2183-92,96-99,2201-02, 2205-19, 2221-29	DEP	192,046.97		6,527,789.30
3/15/13	2155-82,93-95, 2200, 2203-04, 2220, 2230-78	DEP	120,817.36		6,648,606.66
3/18/13	28574-28608	DISB		9,100.51	6,639,506.15
3/18/13	28609-28704	DISB		269,563.32	6,369,942.83
3/18/13	28705-28777	DISB		182,301.38	6,187,641.45
3/19/13	2279-2310	DEP	107,277.90		6,294,919.35
3/22/13	28778-29057	DISB		71,251.96	6,223,667.39
3/22/13	5848-5869	PAYROLL		456,340.07	5,767,327.32
3/22/13	2311-2375	DEP	192,508.20		5,959,835.52
3/25/13	29058-19109	DISB		36,143.03	5,923,692.49
3/25/13	29110-29182	DISB		183,875.48	5,739,817.01
3/25/13	29183-298241	DISB		9,131.68	5,730,685.33
3/26/13	2376-2399,2405- 12,2414,17,19-21,23,24,26	DEP	42,430.55		5,773,115.88
3/29/13	29242 - 29273	DISB		46,289.74	5,726,826.14
3/29/13	29274 - 29332	DISB		70,848.47	5,655,977.67

3/29/13	29333 - 29346	DISB		1,042.00	5,654,935.67
3/29/13	2400-04,2415- 18,2422,2425,2427-2512	Dep	352,023.22		6,006,958.89
3/7/13	77541	Int Dep	66.27		6,007,025.16
3/7/13	77452	Int Dep	40.25		6,007,065.41
3/7/13	77453	Int Dep	282.07		6,007,347.48
3/27/13	9093	NSF	-25.00		6,007,322.48
3/31/13	1990 (neg. receipt) mmis \$ from Pipestone error	System Correction	-7,225.07		6,000,097.41
3/31/13	Redwood MMIS \$	Dep	26,578.13		6,026,675.54
					6,026,675.54
		TOTALS	1,514,366.32	2,359,610.62	

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Southwest Health and Human Services (the "Employer") and the American Federation of State, County and Municipal Employees Local 2398 ("Union"). The Employer and Union are referred to at times in this Memorandum individually as a "Party" and collectively as the "Parties;" and

Whereas, the Parties may desire to hold periodic joint meetings with each other;

Be it therefore resolved, that the Parties agree to the following:

The Employer and Union may hold periodic meetings on a quarterly basis upon the request of either of the parties to discuss salary scale models, and/or other related issues for consideration during the 2014 labor negotiations. Union members attending these meetings will only be paid for their attendance at the discretion of the employer.

This Memorandum shall expire on December 31, 2013.

Employer:
Director

Date: _____

Board Chairperson

Date: _____

For the Exclusive Representative:
Union President

Date: 3/21/2013

AFSCME Representative

Date: 3/21/13

LABOR AGREEMENT

**Between
Southwest Health and Human Services
&
American Federation of State, County
and Municipal Employees**

HUMAN SERVICES

January 1, 2013 to December 31, 2013

ARTICLE I	PURPOSE OF AGREEMENT	2
ARTICLE II	RECOGNITION	2
ARTICLE III	DEFINITIONS	2
ARTICLE IV	UNION SECURITY	4
ARTICLE V	EMPLOYER AUTHORITY	5
ARTICLE VI	GRIEVANCE PROCEDURE	5
ARTICLE VII	SAVINGS CLAUSE	8
ARTICLE VIII	WORK SCHEDULES	8
ARTICLE IX	OVERTIME PAY & COMPENSATORY TIME	8
ARTICLE X	DISCIPLINE	9
ARTICLE XI	PROBATIONARY PERIODS	9
ARTICLE XII	SENIORITY	10
ARTICLE XIII	JOB VACANCIES	11
ARTICLE XIV	HEALTH, DENTAL, LTD & LIFE INSURANCE	11
ARTICLE XV	LEAVES	12
ARTICLE XVI	HOLIDAYS	14
ARTICLE XVII	LEAVES OF ABSENCE	15
ARTICLE XVIII	PART-TIME EMPLOYEES	15
ARTICLE XIX	COMPENSATION	15
ARTICLE XX	SAFETY	15
ARTICLE XXI	GENERAL PROVISIONS	16
ARTICLE XXII	WAIVER	16
ARTICLE XXIII	DURATION	16
APENDIX A & B		17

ARTICLE I - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the Southwest Health and Human Services, hereinafter called the EMPLOYER, and the American Federation of State, County, and Municipal Employees, hereinafter called the UNION.

The intent and purpose of this AGREEMENT IS TO:

- 1.1 Establish certain wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon the terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE II - RECOGNITION

The EMPLOYER recognizes the UNION as the Exclusive Representative for employees of Southwest Health and Human Services, Minnesota who perform work in Human Services and/or Social Services as well as all clerical employees who are public employees within the meaning of M.S. 179A.03 Subd. 14, excluding supervisory and confidential employees and employees who perform Public Health Services.

ARTICLE III DEFINITIONS

- 3.1 UNION: Council 65 American Federation of State, County and Municipal Employees.
- 3.2 EMPLOYER: Southwest Health and Human Services.
- 3.3 UNION MEMBER: A member of the American Federation of State, County and Municipal Employees.
- 3.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.5 BASE PAY RATE: The employee's annual or hourly pay rate exclusive of longevity or any other special allowance. Exempt (salaried) employees shall have their annual salary paid in either 26 or 27 pay periods depending upon calendar

3.6 SENIORITY

- A. EMPLOYER SENIORITY: Length of continuous service with the Employer, subject to Section C.
- B. JOB CLASSIFICATION SENIORITY: Length of service in a job classification covered by this Agreement, subject to section C.
- C. SENIORITY CREDIT FROM PRIOR EMPLOYERS:
 - (i) Employees who were previously employed by Lincoln, Lyon, and Murray Human Services, clerical employees who were employed by Lincoln Lyon Murray Pipestone Public Health or a County that becomes a member of Southwest Health and Human Services (EMPLOYER), shall maintain their seniority dates from their initial employment and job classification from those prior employers, and shall be placed on the seniority list accordingly with other employees of the bargaining unit, so long as there was no interruption in continuous employment from their prior employer and the EMPLOYER. Such employees shall not be viewed as new employees and shall not serve a probationary period unless such employees transfer to a new position outside their job classification pursuant to § 11.2 after their employment with the EMPLOYER begins.
 - (ii) For the purpose of job classification seniority, employees of member counties joining the EMPLOYER shall be placed in the job classification that most closely matches the job duties that the employee performed at the member county as determined by the EMPLOYER.
 - (iii) For seniority credit to apply the employee of a County that is a signatory to the Southwest Health and Human Services Joint Powers Agreement for Human Services must have been employed in the Human Services Department of that member county immediately prior to becoming employed by the EMPLOYER.
 - (iv) "Immediately prior" means there shall be no break in service between the employment with any of the member county or LLMHS or, for clerical employees LLMPPH, ending and employment with the EMPLOYER beginning. In the event that the individual is later employed by the EMPLOYER, the individual shall not subsequently be entitled to service credit for past employment with a member county, LLMHS or for clerical employees, LLMPPH.

3.7 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of forty (40) hours within a seven (7) day period as determined by the employer.

3.8 LAYOFF: Reduction in an employee's scheduled hours of work or elimination of the employee's position.

- 3.9 TRIAL PERIOD: The first ninety (90) calendar days after a bargaining unit member is promoted, transferred, or accepts a position outside the bargaining unit, after having completed their initial probationary period within the bargaining unit.

ARTICLE IV- UNION SECURITY

In recognition of the UNION as the exclusive representative the EMPLOYER shall:

- 4.1 The EMPLOYER shall deduct union dues from the earnings of those employees who authorize such deductions in writing. The UNION shall submit such authorizations in writing to the EMPLOYER at least seven (7) days prior to the end of the pay period for which the deductions are to be effective, verifying the employees for whom full and fair share amounts shall be deducted. Such deductions shall continue in effect until canceled.
- 4.2 The EMPLOYER shall deduct each pay period, an amount as directed by the Union
- a. Withheld dues shall be forwarded to AFSCME Council 65 Administrative Office (118 Central Ave, Nashwauk, MN 55769) within ten (10) days after the deductions are made, together with a record of the amount and a list of the names of the employees from whose wages deductions were made
 - b. Deduction of dues or fees shall be made each pay period using a formula (or schedule, if applicable) provided by the UNION to the EMPLOYER to calculate the actual dues deduction. The UNION will provide a spreadsheet or formula that can be used to calculate the actual dues in an electronic Excel format or via U.S. mail. Dues deductions shall be continued and terminated in accordance with said authorization card.
- 4.3 The UNION shall provide employees with union authorization cards for membership and union dues. The EMPLOYER shall not be responsible for providing such cards to employees. Cards and information regarding union dues may be obtained through AFSCME Council 65 Administrative Office (118 Central Ave, Nashwauk, MN 55769)
- 4.4 The UNION may designate employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.
- 4.5 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.
- 4.6 DEDUCT FAIR SHARE fees in accordance with the provisions of M.S. 179.65, Subd. 2.
- 4.7 The EMPLOYER agrees to allow The UNION to use designated bulletin boards and e-bulletins for the purpose of posting notices of UNION meetings, election, election returns,

appointments to office and any other items specifically approved by the EMPLOYER. The UNION agrees to limit the posting of such notices to designated locations.

ARTICLE V- EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and direct the affairs of the EMPLOYER in all its various aspects including, but not limited to the right to direct the work force, select and manage all personnel, assign overtime, layoff employees due to lack of work and other legitimate reasons, make and enforce rules and regulations; determine the utilization of technology; change or eliminate existing methods, equipment or facilities; establish functions, policies and programs; set and amend budgets; establish and modify the organizational structure; and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 5.2 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.
- 5.3 In the event that the EMPLOYER proposes to make changes to its policies which affect a mandatory subject of bargaining, the UNION shall be notified in advance. The Union shall promptly notify the employer if it is interested in negotiating regarding such subject(s). If negotiation is requested, such policies shall not be implemented for bargaining unit employees until the negotiation process is complete.

ARTICLE VI-EMPLOYEE RIGHTS- GRIEVANCE PROCEDURE

6.1 DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

6.2 UNION REPRESENTATIVES

The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated.

6.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION REPRESENTATIVE shall be allowed a reasonable amount of time without

loss in pay when a grievance is presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

6.4 PROCEDURE

Employees are encouraged to attempt to resolve their grievances, as defined by Section 5.1 on an informal basis with their immediate supervisor at the earliest opportunity. If the matter cannot be resolved to the employee's satisfaction by informal discussion, it shall be then processed in accordance with the following procedure:

Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present the grievance to the EMPLOYEE'S designated representative in writing, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt.

Step2. A grievance not resolved in Step 1 may be appealed to Step 2 in writing within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1, and shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

If appealed, the grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance.

Step3. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

If appealed, the written grievance may, by mutual written agreement, be submitted to mediation through the Minnesota Bureau of Mediation Services.

Step4. A grievance unresolved in Step 2 which the parties do not mediate or which is unresolved at Step 3 may be appealed to Step 4 and submitted to arbitration.

The EMPLOYER and the UNION representative may endeavor to select a mutually acceptable arbitrator to hear and decide the grievance or may select an arbitrator in accordance with the Rules established by the Bureau of Mediation Services. Absent any factors beyond the control of the Union or the Employer, the Union and the Employer shall select an arbitrator within ninety (90) calendar days from the date the Union appeals the grievance to Step 4 of the grievance procedure. If no selection is made within this ninety (90) day timeframe, the grievance shall be considered waived. However, no such waiver shall occur due to the failure of the Employer to engage in the selection process.

6.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, 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 other issue not so submitted.
- B. 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, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. 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 a 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.

6.6 WAIVER

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 specified time limit or any agreed 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 specified time limits, the UNION 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 may be extended by mutual written agreement of the EMPLOYER and the UNION.

6.7 CHOICE OF REMEDY

A grievance unresolved at Step 3 that involves a suspension, demotion or discharge of an employee who has completed the required probationary period may be appealed either to Step 4 of Article VI or a procedure such as: Merit System, Veteran's Preference or other statutory proceeding. If appealed to any procedure other than Step 4, the grievance is not subject to the arbitration procedure as provided in Step 4. The aggrieved employee shall elect in writing which procedure is to be utilized, Step 4, or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4.

ARTICLE VII - SAVINGS CLAUSE

In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of the AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE VIII - WORK SCHEDULES

- 8.1 The sole authority to establish or modify work schedules is with the EMPLOYER.
- 8.2 The EMPLOYER will give seven (7) calendar days advance notice to employees affected by the establishment of permanent change in schedule.

ARTICLE IX- OVERTIME PAY AND COMPENSATORY TIME

- 9.1 All overtime must be approved in advance by the employee's supervisor. Hours worked by non-exempt employees in excess of forty (40) hours within a seven (7) day period (as determined by the employer) will be compensated at one and one-half (1-1/2) times the employee's regular base pay.
- 9.2 The maximum number of hours that a non-exempt employee should work in any week is 37.5 hours. With supervisory approval, non-exempt employees may work up to two and a half (2.5) hours over the regular 37.5 hours which will be earned as compensatory time.
- 9.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

- 9.4 Exempt employees may earn compensatory time at one (1) hour for each hour worked in excess of thirty seven and a half (37.5) hours with prior approval of a supervisor, unless a supervisor is unavailable and immediate client needs require attention. In such circumstances, supervisor approval must be obtained the following work day. If an on-call employee takes a call or is called out to work, compensatory time is to be earned at time and a half (1.5).
- 9.5 Compensatory time taken must be approved in advance by the employee's immediate supervisor.
- 9.6 Compensatory time will be earned and taken in 30 minute increments at a minimum. The balance of compensatory time at the end of the payroll period shall never be more than 15 hours. Time in excess of 15 hours at the end of a payroll period will be lost to exempt employees. For non-exempt employees, the time in excess of 15 hours at the end of a payroll period shall be paid out to the employee at the employee's regular rate of pay.

ARTICLE X- DISCIPLINE

The EMPLOYER will discipline employees only for just cause. Discipline will be in one or more of the following forms, as appropriate to the circumstances: oral reprimand with written documentation, written reprimand, suspension, demotion, or discharge.

Employees shall be provided with a copy of all disciplinary actions and a copy of their performance evaluations.

ARTICLE XI - PROBATIONARY PERIODS

- 11.1 All newly hired or rehired employees will serve an initial one-year probationary period.
- 11.2 At any time during the initial probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER. Such terminations shall not be subject to the grievance procedure.
- 11.3 All employees will serve a six (6) months' bargaining unit probationary period in any job classification within the bargaining unit in which the employee has not served a probationary period. During the initial ninety (90) calendar day trial period, the employee may return to their prior position at their request and shall retain the job classification seniority upon reinstatement to the position previously held.
- 11.4 At any time during the six month bargaining unit probationary period, an employee promoted or reassigned may be demoted or reassigned to the employee's previous position at the sole discretion of the EMPLOYER. If an employee is returned to his or her prior position by the EMPLOYER during their bargaining unit probationary period, that employee shall retain the job classification seniority upon reinstatement to the position previously held.

- 11.5 An employee who accepts a position outside of the bargaining unit shall retain his/her job classification seniority within the unit for a trial period of ninety (90) calendar days during which either the employee or the EMPLOYER may return the employee to the employee's previous job classification. At the conclusion of the trial period, the employee's seniority rights under this agreement shall terminate. Nothing in this provision shall be construed as modifying or impacting any probationary or trial period that is or may be required in the position outside of the bargaining unit.
- 11.6 Newly hired probationary employees may use accrued sick leave as it is earned. They may use accrued vacation leave after three (3) months of employment. Employees serving probationary periods in new job classifications shall be entitled to use all accrued paid leave time consistent with the terms of Article XV.

ARTICLE XII - SENIORITY

- 12.1 In the event of layoff, employees will be laid off on the basis of job classification seniority. The Employer will endeavor to provide employees with as much notice of temporary layoff as reasonably practicable based upon the circumstances. Notification of permanent layoff will be 3 weeks.

The employee laid off shall then have the opportunity to bump the least senior employee in the job classification the employee most recently previously held, provided the employee has more seniority than the employee he/she intends to bump.

- 12.2 Recall from layoff will be on the basis of job classification seniority. Recall rights will continue for twelve (12) months after lay off. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

No new employee shall be hired to work in classifications in which layoffs have occurred until all employees in those classifications on layoff status who wish to return have been recalled.

- 12.3 Seniority lists: The EMPLOYER shall establish seniority lists by EMPLOYER and job classification seniority and will provide such lists to the UNION upon request. The UNION shall be notified of new hires within the bargaining unit, including job classification and rate of pay.
- 12.4 Seniority: Newly hired employees shall be placed on the seniority lists upon completion of their probationary periods.
- 12.5 EMPLOYER seniority shall be used for the purpose of determining benefits.

ARTICLE XIII – JOB VACANCIES

- 13.1 Job vacancies within the agency will be posted within the agency for five (5) work days prior to being advertised publicly. Interested employees may submit application for a position after the Board approves the position to be filled, prior to the posting date. The EMPLOYER shall have the discretion to determine whether or not to seek outside applicants.
- 13.2 Employees selected to fill a position in a higher job classification shall be subject to the conditions of ARTICLE XI (PROBATIONARY PERIOD).
- 13.3 The EMPLOYER has the right of final decision in the selection from all applicants (internal and external) to fill jobs based on qualifications, abilities and experience and to set initial salary. In the event that an initial salary is higher than the lowest paid employee in the job classification, the Union shall be notified in advance of the recommendation to the Board. The EMPLOYER shall meet and confer with the UNION upon request and provide information regarding the experience and qualifications of the successful applicant and the reason for the wages/salary.

ARTICLE XIV – HEALTH, DENTAL, LTD (Long-term disability), and LIFE INSURANCE PLANS Hereinafter called the Cafeteria Plan

The Employer will contribute up to a maximum of five hundred ninety one (\$591.00) per month per employee for the cafeteria plan for employees taking single coverage. The Employer will contribute up to a maximum of nine hundred forty one (\$941.00) per month per employee to the cafeteria plan for employees taking dependent coverage. Employees are required to carry single or dependent health care coverage, LTD (long term disability) coverage, and life insurance using the maximum employer contributions stated above.

Effective the first of the month following the full execution of the 2013 contract, \$41.00 cafeteria contribution increase monthly.

14.1 Retiring employees who:

- a) were employed by Lincoln, Lyon, and Murray Human Services (LLMHS) and were employed by that agency prior to August 22, 2005 and worked continuously for LLMHS through December 31, 2010 with no break in service; and
 - b) were hired by the EMPLOYER effective January 1, 2011 with no break in service and are employed on a full-time basis with the EMPLOYER; and
 - c) are receiving a disability benefit or PERA annuity, or have met age and service requirements necessary to receive a PERA annuity;
- shall be entitled to receive 4% per year of service toward the employee's (dependents are excluded) health and dental single insurance premium, including their years of service at LLMHS.

This amount shall not exceed 100% nor shall the total amount exceed the amount paid by Southwest Health and Human Services on behalf of their employees. Payment of this amount will be discontinued if the employee's share of the premium(s) is not paid within

the deadline set by the EMPLOYER. Payment shall also be discontinued when the employee becomes eligible for Medicare or if the employee obtains employment where single health insurance is available at no cost to the employee.

Employees hired after August 22, 2005 by Lincoln, Lyon, and Murray Human Services are not eligible for retirement health insurance benefits. No employees hired by the EMPLOYER who were not employed by LLMHS are entitled to retirement health insurance benefits.

- 14.3 The Agency will cover the maintenance costs of the benefit plans. The employee shall be responsible for any lost or extra debit cards.

ARTICLE XV- LEAVES

- 15.1 VACATION LEAVE- Full-time employees shall be granted paid time off as follows: Each permanent or probationary full time employee shall earn, on the last working day of each payroll period:

- 3.7 hours of vacation leave for 1-5 years of service
- 5.55 hours of vacation leave for 6-9 years of service
- 6.45 hours of vacation leave for 10-14 years of service
- 7.35 hours of vacation leave for 15+ years of service

Vacation leave can accumulate to 224 hours. No time is accumulated after reaching the maximum. Vacation leave cannot be used during the first three months of full time equivalency service. When taking vacation leave, the minimum increment that can be used is one-half hour. Vacation leave cannot be used until it is earned.

No Vacation Leave will accrue after the employee reaches 224 hours.

Requests for vacation leave must be made to the employee's supervisor in writing and must be authorized in advance by the supervisor in writing. In the absence of the employee's supervisor, the request may be made to another supervisor in Human Services or the Director of Business Management.

Upon voluntary separation of employment, any employee who has six (6) months of satisfactory service will be paid for any accrued vacation leave that has not been used. Employees may not use more than three days during the last two weeks of employment. Employees terminated for misconduct shall not be entitled to be paid for accrued unused vacation leave. This shall not apply to employees terminated for poor work performance.

15.2 MEDICAL LEAVE

- a. Employees shall earn paid medical leave at the end of the payroll period at the rate of 3.7 hours.

- b. Paid medical leave will be prorated for part-time employees.
- c. Paid medical leave can be accumulated to a maximum of 450 working hours. No time is accumulated after reaching this maximum.
- d. Paid medical leave may not be used in the payroll period it is earned.
- e. When taking paid medical leave, the minimum increment that can be used is one-half hour.
- f. Employees shall use paid medical leave for FMLA leave purposes.
- g. Paid medical leave may be used for illness (self and immediate family), injury, medical and dental appointments. (Immediate family shall be spouse, children, parents, grandparents and legal wards).
- h. The employer may require medical documentation when three days of leave is used within a thirty (30) day period. Such documentation may consist of verification of doctor's or dental appointments without disclosure of diagnosis. The employer reserves the right to require additional information, including medical information, in the event that there is a pattern indicating the possible abuse of sick leave.
- i. If any employee receives a compensable injury and has benefits accrued under sick leave, the employee may at his/her option, request and receive sick leave to supplement the difference between his/her regular pay and Worker's Compensation. The total amount paid to the employee will not exceed his/her regular earnings.

When an employee cannot report to work due to an illness the employee shall notify the receptionist so the employee's calendar can be updated. The receptionist should then notify the supervisor so that unit coverage is ensured. Medical leave due to preplanned medical appointments must be approved by the employee's supervisor in the same manner as vacation.

Employees may not use medical leave during the last two weeks of employment after submitting their resignation, except in the case of accident, injury or documented illness of the employee.

15.3 PAID MEDICAL LEAVE DURING VACATION LEAVE

When illness occurs within a period of vacation leave, the period of illness may be charged as paid medical leave and the charge against vacation leave reduced accordingly except when the employee has submitted their resignation.

15.4 FAMILY MEDICAL LEAVE ACT (FMLA) LEAVE will be provided as required by law.

A "rolling forward" period of time for FMLA leave shall be used. Employees must use accumulated

paid leave during FMLA leave.

15.5 STATUTORY LEAVES - Military leave, bone marrow donation, jury duty and other statutory leaves will be provided by as required by law, and may be enhanced but not diminished by SWHHS policy.

15.6 BEREAVEMENT LEAVE

Each employee shall have up to 30 hours noncumulative annual bereavement leave in the event of the death of the employee's parents, children, spouse, siblings, legal wards, grandparents, grandchildren and spouse's parents. Such days shall be with pay and shall not be deducted from sick leave or vacation balances. Such leave must be taken in a minimum of 1/2 (.5) hour increments.

Upon exhaustion of the noncumulative bereavement leave and approval of their supervisor, an employee may use up to three (3) days of medical leave for bereavement of a parents, children, spouse, siblings, legal wards, grandparents, grandchildren and spouse's parents.

Reasonable leave time without loss of pay will be allowed to attend a funeral of current staff members or former staff members who have left the agency within the last two years.

In the event of a death in the family the employee shall inform the supervisor in the same manner as for sick leave.

15.7 Union Leave - Upon written request by the Union, unpaid leave shall be granted for up to a maximum of three (3) employees selected by the Union to do union business for up to a maximum of five (5) days per year.

ARTICLE XVI-HOLIDAYS

16.1 Employees shall receive the following ten and ½ (10.5) holidays:

New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve day at noon if December 24
Independence Day	falls on Monday, Tuesday, Wednesday, or
Labor Day	Thursday
	Christmas Day

16.2 Non-exempt employees required to work on holidays shall be paid one and one-half (1-1/2) times the employee's base pay rate for hours worked. This is in addition to the employee's base pay. In all cases where a non-exempt employee is required to work on a holiday and such hours worked are in excess of forty (40) hours per week, ARTICLE 9.1 shall apply.

- 16.3 In the event that a holiday falls on a Sunday, the following Monday shall be paid holiday, and if any of these fall on a Saturday, the preceding Friday shall be a paid holiday.
- 16.4 Employees shall be required to work their last regularly scheduled work day prior to the holiday and their next regularly scheduled work day after the holiday to qualify for holiday pay, unless the employee is absent due to illness, accident, is on vacation or due to the death in the employee's immediate family.

ARTICLE XVII - LEAVES OF ABSENCE

Leaves of absence not otherwise set forth in this agreement will be provided as per law or Southwest Health and Human Services Policy.

In the event that the EMPLOYER makes changes to its policies which affect a mandatory subject of bargaining, the UNION shall promptly notify the employer if it is interested in negotiating regarding such subject(s).

ARTICLE XVIII - PART-TIME EMPLOYEES

Part-time employees shall be eligible for pro-rated holidays, medical leave, and vacation benefits under this AGREEMENT.

ARTICLE XIX - COMPENSATION

- 19.1 On call social workers will bill the agency monthly at \$25 per day. On-call social workers will bill the agency \$50 per day for holidays as defined by Article XVI of this contract.
- 19.2 Professional Licensure: the EMPLOYER will pay for one-half of any professional licensing fees when the license is required for the job. This does not include application or late fees.
- 19.3 Employees shall be paid in accordance with attachment A
- 19.4 Notwithstanding any provision for the continuation of the agreement following the expiration of the term pursuant to P.E.L.R.A., steps on any wage schedule shall not be automatic, The EMPLOYER reserves the right to deny or withhold steps following the expiration of the term of this AGREEMENT.

ARTICLE XX - SAFETY

The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

A copy of the Safety Policy shall be available online to all employees.

Employees shall report unsafe conditions to one of the Safety Committee Chairpersons and/or the Administrator.

ARTICLE XXI – GENERAL PROVISIONS

SWHHS policies regarding the general terms and conditions of employment shall be applied, including but not limited to such matters as, expense reimbursement, flex schedule, telecommuting, inclement weather, community service participation and use of agency vehicles.

In the event that the EMPLOYER makes changes to its policies which affect a mandatory subject of bargaining, the UNION shall promptly notify the EMPLOYER if it is interested in negotiating regarding such subject(s).

ARTICLE XXII - WAIVER

22.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

22.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT.

ARTICLE XXIII - DURATION

This AGREEMENT shall be effective as of January 1, 2013 and shall remain in full force and effect until the 31st day December 2013.

FOR SOUTHWEST HEALTH AND HUMAN
SERVICES

Christopher Sorensen, Director
Dated _____

Steve Ritter, Board Chairperson
Dated _____

FOR AMERICAN FEDERATION OF STATE
COUNTY & MUNICIPAL EMPLOYEES

Joanne Brisk, Union President
Dated 3/21/2013

Paul Schwarz, AFSCME Representative
Dated 3/21/13

APPENDIX A

2011 Compensation

For 2011 non-exempt (hourly) employees 3% shall be added to the base hourly wage offered to them at the time of hire by SWHHS retroactive to January 1, 2011. For exempt employees, 3% shall be added to the annual salary offered to them at the time of hire by SWHHS retroactive to January 1, 2011.

In addition, each employee shall receive a \$250 lump sum which shall not be added to base, to be paid with the paycheck following ratification of this agreement and approval of the Joint Governing Board.

Any other compensation under the terms of this contract shall be retroactive to January 1, 2011.

2012 Compensation

For 2012 non-exempt employees 3% shall be added to their 2011 hourly wage. For exempt employees, 3% shall be added to their 2011 annual salary.

2013 Compensation

For 2013 non-exempt employees, 2.5% shall be added to their 2012 hourly wage. For exempt employees, 2.5% shall be added to their 2012 annual salary.

APPENDIX B

Leave time transfers for new county partners to the Southwest Health and Human Services Joint Powers Organization

The Union and the Employer agree that up the Employer may enter into agreements to allow the transfer of up to the maximum medical leave and vacation leave balances set forth in this agreement for employees of new JPA members as long as the joining partner county compensates SWHHS fully for the transferred time. Nothing in this agreement shall allow employees of new member counties to file grievances related to the amount of leave transferred pursuant to any agreement between the Employer and their member county/prior employer.

APRIL 2013
BOARD APPROVAL ON THE FOLLOWING:

- ☐ **Tim Cowell** – 04/01/13 to 03/31/14; Provide chore services to Elderly clients.
- ☐ **Luverne Farm Store** – 04/01/13 to 03/31/14; Provide chore services to Elderly clients.
- ☐ **Mary Rademacher** – 01/01/13 to 12/31/14; Family Group Decision Making contracted facilitator (renewal).
- ☐ **Edgebrook Estates** – 01/01/13 to 12/31/16; Home Community Based Service contract (renewal).
- ☐ **Falls Landing** – 01/01/13 to 12/31/16; Home Community Based Service contract.
- ☐ **Jasper Sunrise Village** – 01/01/13 to 12/31/16; Home Community Based Service contract (renewal).
- ☐ **Rock County Opportunities** – 01/01/13 to 12/31/16; Home Community Based Service contract (renewal).