



Collective Bargaining Agreement
Between
AFSCME Council 65, Local 3709-0001, AFL-CIO
And
Beltrami County
1/1/2020 - 12/31/2022

Labor Representative: Chris Kapella, ckapella@afscme65.org or 218-766-1159

AFSCME Council 65 Office: info@afscme65.org or 888-474-3242

WEINGARTEN RIGHTS

If called to a meeting with management, you have rights to representation. State the following and call your labor representative: If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative be present at the meeting. Until my representative arrives, I choose not to participate in this discussion.

BECOME AN AFSCME 65 MEMBER

Are you a new employee or not a member yet? Scan the QR code to sign up today and take advantage of the many benefits of AFSCME membership!



MEMBER BENEFITS

Are you taking advantage of your union member benefits? Check out the many benefits available from AFSCME Advantage and Union Plus at:

www.afscme.org/member-resources

www.unionplus.org

Make sure to have your member number handy when accessing these benefits.

ORGANIZING

Know someone who wants to form a union at their workplace? Contact our Organizing Department at 888-474-3242 or email info@afscme65.org and inquire about forming a union. Make sure they tell us you referred them. Your Local benefits from referring new union members.



AGREEMENT

BETWEEN

THE COUNTY OF BELTRAMI

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO, MINNESOTA COUNCIL 65
BELTRAMI COUNTY HEALTH & HUMAN SERVICES CHAPTER**

LOCAL NO. 3709

JANUARY 1, 2020 THROUGH DECEMBER 31, 2022

TABLE OF CONTENTS

		Page
ARTICLE 1	INTENT AND PURPOSE	3
ARTICLE 2	DEFINITIONS	3
ARTICLE 3	RECOGNITION	5
ARTICLE 4	MANAGEMENT RIGHTS	6
ARTICLE 5	PAYROLL DEDUCTION	7
ARTICLE 6	HOURS OF WORK	8
ARTICLE 7	HOLIDAYS	9
ARTICLE 8	PAID TIME OFF (PTO)	10
ARTICLE 9	UNPAID MEDICAL LEAVES	13
ARTICLE 10	LEAVES OF ABSENCE	15
ARTICLE 11	ABSENCE WITHOUT LEAVE	16
ARTICLE 12	SENIORITY	16
ARTICLE 13	DISCIPLINE	19
ARTICLE 14	GRIEVANCE PROCEDURE	19
ARTICLE 15	PAY PLAN	22
ARTICLE 16	GENERAL PROVISIONS	23
ARTICLE 17	FLEXIBLE BENEFITS PLAN	23
ARTICLE 18	PART-TIME EMPLOYEES	24
ARTICLE 19	EDUCATIONAL PROVISIONS	26
ARTICLE 20	NO STRIKE/NO LOCKOUT	26
ARTICLE 21	COMPLETE AGREEMENT/WAIVER	26
ARTICLE 22	AFFIRMATIVE ACTION	27
ARTICLE 23	HEALTH CARE SAVINGS PLAN	27
ARTICLE 24	SAVINGS CLAUSE	27
ARTICLE 25	DURATION OF AGREEMENT	28
APPENDIX A	2020 SALARY SCHEDULE	29
APPENDIX B	2021 SALARY SCHEDULE	30
APPENDIX C	2022 SALARY SCHEDULE	31

This Agreement dated the 1st day of January, 2020, entered into by and between the County of Beltrami, Minnesota, hereinafter referred to as the Employer, and Beltrami County Human Services Chapter of Local Union No. 3709 of the American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and the Congress of Industrial Organization, hereinafter referred to as the Union.

ARTICLE 1
INTENT AND PURPOSE

Section A

The purpose of this Agreement is to (1) promote and insure harmonious relations, cooperation and understanding between the Employer and its employees; (2) to promote efficiency of operation and the protection of property; and (3) to establish hours of work, rates of pay and working conditions; and to these ends, the Employer agrees to give its employees considerate and courteous treatment, and the employees agree to give the Employer loyal and efficient service. (4) all employees will not intimidate, ridicule or insult employees of Beltrami County Human Services.

Section B

The provisions of this Agreement constitute a procedure for the processing and settlement of any claim by the employee or the Union of a violation by the Employer of this Agreement. As the representative of the employee, the Union may process grievances through the grievance procedure in accordance with this Agreement or adjust or settle the same.

Section C

Each of the parties of this Agreement hereto acknowledge the right and responsibility of the other party and agrees to discharge its responsibilities under this Agreement. The Employer, including its managerial, supervisory and representatives at all levels, is firmly bound to observe the conditions of this Agreement. The Union, including its officers, representatives and all of its members, is firmly bound to observe the conditions of this Agreement.

ARTICLE 2
DEFINITIONS

Section A

The terms used in this Agreement shall be defined as follows:

- a. **Base Pay Rate:** The employee's basic hourly or monthly pay rate exclusive of overtime premium, shift premium, longevity, or any other special allowances.

- b. **Classification Seniority:** The total length of service within a work classification (job title).
- c. **Continuous Service:** Unceasing service from last date of hire, including approved leaves of absence and periods of layoff if return from layoff was upon recall.
- d. **Demotion:** A change, either voluntary or involuntary, by an employee from a position in one work classification to a position in another classification with less responsible duties and lower compensation.
- e. **Department:** Beltrami County Human Services.
- f. **Emergency:** A situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action as determined by the Employer.
- g. **Employee:** A member of the exclusively recognized bargaining unit defined in this Agreement.
- h. **Employer:** Beltrami County Board of Commissioners and its designated representatives.
- i. **Full Month of Service:** One (1) calendar month, minimum twenty (20) working days, of continuous service.
- j. **Full Time Employee:** An employee regularly scheduled to work forty (40) hours in a normal work week.
- k. **Layoff:** Separation from service with the Employer, necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct, or other behavioral considerations.
- l. **Leave of Absence:** An approved absence from work duty during a scheduled work period with or without compensation.
- m. **Overtime:** See Article 6.
- n. **Part Time Employee:** An employee regularly scheduled to work less than forty (40) hours in a normal work week.
- o. **Probationary Period:** The first six (6) months of service and any extension thereof, for newly hired or rehired employees.
- p. **Promotion:** A change of an employee from a position in one work classification to a position in another work classification with more responsible duties and higher compensation.

- q. **Pyramiding:** The payment of more than one form of premium compensation for the same hours of work.
- r. **Regular Employee:** A member of the exclusively recognized bargaining unit defined in this Agreement who has completed the required probationary period for newly hired or rehired employees.
- s. **Seasonal or Temporary Employee:** An employee hired on a seasonal or temporary basis, for period not to exceed six (6) months as designated by the Employer, in a position with little prospect for permanent employment. Such employees shall earn the salary rate set forth in Appendix A for seasonal or temporary employees and shall not receive any other benefits.
- t. **Seniority:** Length of service established by Article 12.
- u. **Transfer:** A change of an employee from one position to another position in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- v. **Union:** Council #65, American Federation of State, County and Municipal Employees, AFL-CIO.
- w. **Union Member:** A member of Council #65, American Federation of State, County and Municipal Employees, AFL-CIO.

ARTICLE 3 RECOGNITION

Section A

The Employer hereby recognizes the American Federation of State, County and Municipal Employees, AFL-CIO, Minnesota Council 65, Beltrami County Health & Human Services Local Union #3709, as the exclusive representative for collective bargaining purposes in the unit composed of all regular employees of the Beltrami County Health & Human Services Department, Bemidji, Minnesota, and who work more than fourteen (14) hours per week or more than sixty-seven (67) days per year, excluding supervisory and confidential employees, janitor and trainees.

Section B

The Employer agrees to a policy whereby that during and for the duration of this Agreement, he will not enter into, establish or promulgate any resolution, agreement or contract with or affecting such employees as are defined, either individually or collectively, which in any way

conflicts with the terms or conditions of this Agreement or with the role of the Union as the exclusive collective bargaining agency for such employees.

Section C

No discrimination shall be exercised against any employee because of Union membership or because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation or age.

Section D

The County will take such actions as are necessary to comply with the Americans With Disabilities Act in order to reasonably accommodate employees. Upon request of the employee who requires the accommodation, the Union and the County will meet and discuss reasonable accommodation options before the County takes action.

Section E

Union Business: The Employer agrees to recognize stewards certified by the Union as provided in this Section, subject to the following stipulations: Stewards and other employee Union officers shall not leave their work stations without the prior permission of their designated supervisor(s) and they shall notify their designated supervisor(s) upon return to their work stations. Permission to leave a workstation for Union business will be limited to the investigation and presentation of grievances to the Employer. One steward/officer may be on paid time to investigate or present a grievance.

ARTICLE 4 MANAGEMENT RIGHTS

Section A

Except to the extent expressly modified by a specific provision of this Agreement, the Employer reserves and retains solely and exclusively all of its statutory and Common Law rights to manage the operation of the Beltrami County Human Services as such rights existed prior to the execution of this Agreement with the Union.

Such rights shall include, but are not limited to:

- a. To develop, alter, or abolish policies, practices, procedures, and rules to govern the operation of the Department and bring about discipline.
- b. To determine work assignments and establish or alter work schedules, locations or functions in accordance with departmental policy to determine whether goods or

services should be made or contracted for outside the unit. Employees of record prior to March 11, 1980, shall not be laid off as a result of any sub-contract entered into by the Employer which affects such employees.

- c. To transfer, promote, suspend or demote employees; or to lay off, terminate or otherwise relieve employees from duty for just cause in accordance with this Agreement.
- d. To recruit, select and determine the number of, and types of employees required.
- e. To establish basic and in-service training programs and requirements for upgrading of employees.
- f. To take such measures as the Employer may determine to be necessary for the orderly and efficient operation of the Department.

Section B

In the event that the Employer determines a potential need to contract out or subcontract any work performed by employees covered by this Agreement, and such subcontracting or contracting out shall result in the layoff of current employees of the Employer, the Employer shall notify the Union as soon as practicable when such determination is made, but in no case less than fifteen (15) days after the potential need is determined. After the notification to the Union, the Employer shall meet and confer with the Union to provide rationale for the need to contract or subcontract and to discuss possible ways and means to minimize or eliminate the impact on the unit. The discussion between the Employer and the Union shall last no longer than 45 days from the time the Employer first notified the Union, unless an extension was agreed upon in writing by the Employer and the Union.

ARTICLE 5 PAYROLL DEDUCTION

Section A

After the first (30) days of employment, employees shall indicate their desire for dues deduction by submitting a signed dues authorization card. The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue Nashwauk, MN 55769) with a list of the names of the employees from whose deductions were made along with other pertinent employee information necessary for the collection and administration of union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. Mail. The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments in an electronic Excel format or via U.S. Mail. Errors in the calculation of Union dues will not be subject to the grievance procedure. The Employer shall

each pay period deduct from the wages of employees an amount necessary to cover monthly Union Dues and/or any other union approved deduction. Enrollment for deductions other than union dues shall be in January and July of each year.

Section B

Any employee who is not a Union member may choose to pay a voluntary service fee by filling out the proper form with AFSCME Council 65. A copy of the form shall be delivered to the Employer. The Employer shall deduct the fee for the non-members who gives their authorization in writing.

Section C

It is agreed that the Employer's obligation to provide dues deduction and/or fair share fee assessment shall continue only for such period that such services are mandated by PELRA.

Section D

The Union agrees to fairly represent all employees of the bargaining unit regardless of Union membership or non-membership or other factor.

Section E

The Union and the employees shall indemnify and hold the Employer harmless against or on account of any claim, suit, action, order or judgment against the Employer on account of any deduction, withholding, remittance or other action by the Employer made or taken pursuant to this article.

ARTICLE 6 HOURS OF WORK

Section A

The normal hours of work shall be forty (40) hours per week.

Section B Overtime

Subd. 1: When a supervisor authorizes a Social Worker or other employee defined as "exempt" under the Fair Labor Standards Act to work overtime (in excess of 40 hours), the employee shall receive compensatory time off. For each hour worked in excess of 40 but less than 48 in a regular workweek, the employee shall receive one hour of compensatory time off. For each hour worked in excess of 48 in a regular workweek, the employee shall receive 1.5 hours of compensatory time off. The maximum compensatory time accrual allowed is 60 hours.

Subd. 2: When a supervisor authorizes a clerical or support personnel employee to work overtime (in excess of forty (40) hours), the employee shall be paid for this work at one and one-half (1 1/2) times his/her regular rate of pay unless the employee requests 1.5 hours of compensatory time off for each hour worked in excess of forty. The maximum compensatory time accrual allowed is 60 hours. After the maximum accrual is reached, all overtime will be paid in cash.

Subd. 3 Compensatory time shall not be included in the worked hours per week required to qualify for overtime premium. Paid holidays, PTO leaves and extended sick leave bank hours shall be included in the worked hours per week required to qualify for overtime premium.

Subd. 4 Call-In: The Employer shall pay a minimum of two (2) hours pay at one and one-half times the normal rate of pay for any employee who is called in to work by the Employer or the Employer's designee. A call- in shall not include an early start to a work shift or an extension of a work shift. Meetings and other scheduled work, except for emergencies, shall not qualify for call-in. An employee is eligible for the two (2) hour minimum at time and one half only one time per day.

Subd. 4

On-Call-Nurses in Public Health Services and Social Workers who are required to be on call to accept work overnight and on weekends shall receive a payment of \$50.00 per day. An additional \$25.00 will be paid when assigned to be on call on a holiday.

While on call faxes/emails will be checked no more than three (3) times per day between the hours of 8:00 a.m. and 10:00 a.m., 1:00 p.m. and 3:00 p.m. and 6:00 p.m. and 8:00 p.m.

If as a result of checking the faxes/emails there are no reports nothing will be logged on the employee's timecard. However if there are any reports in the faxes/emails the employee will mark down call in on their time card which is a two (2) hour minimum at 1.5 times their rate of pay. This provision is allowed one (1) time per day.

Subd. 5 A cell phone will be made available to the Home Health Aides working on weekend rotation.

Section C Education Functions

Employees shall be compensated for all travel and attendance time in connection with educational functions which the employees attend as part of the job.

ARTICLE 7 HOLIDAYS

Section A

For the purposes of this Agreement, the following days shall be paid holidays at eight hours per day:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Friday after Thanksgiving

Employees shall be entitled to eight (8) hours of compensated time off for designated holidays, provided the employee is on compensated payroll status the last assigned work day preceding the holiday and the first assigned work day following the holiday.

Section B

Provided, when New Year's Day, July Fourth, Veteran's Day and Christmas fall on a Sunday, the following day shall be the holiday; provided, further, that when New Year's Day, Fourth of July, Veteran's Day and Christmas Day fall on a Saturday, the preceding Friday shall be the holiday. An employee required to work on New Year's Day, Fourth of July, Labor Day, Thanksgiving Day or Christmas Day shall receive one and one-half (1 1/2) times the regular rate of pay for all such hours worked on the holiday. Any employee required to work on any of the other holidays shall receive straight time rate of pay for all such hours worked on the holiday.

Section C

Upon hire, employees shall be entitled to one (1) floating holiday per year. Upon completing nine years of employment, employees shall become eligible for an additional four-hour floating holiday, which will accrue at the beginning of the next calendar year, effective the first payroll period in January. (For example, all employees hired in 2000 receive eight [8] hours until 2010 when they will receive 12 hours, effective with the 1st full payroll period in January.) Such holiday hours shall be scheduled by the employee subject to approval in the same manner that Paid Time Off is scheduled. A floating holiday may not be utilized during a probationary period and may not be carried forward from year to year. Floating holiday hours must be taken in no less than four-hour increments.

ARTICLE 8 PAID TIME OFF

Section A: Policy

It is the policy of Beltrami County to provide employees necessary paid time away from work. This policy is implemented by means of the PTO Plan, which covers all paid leave previously available under the County's vacation, sick leave, and medical appointments leave policies.

Leaves such as funeral leave and military leave are not included in the PTO Plan.

PTO can be utilized for any purpose, subject only to necessary request/approval procedures consistent with policy and labor contracts.

Subd. 1. Accrual Rates:

<u>Years of Service</u>	<u>Accrual Rate</u>	
	<i>Hours/Pay Period</i>	<i>Days/Year</i>
0-5 Years	6.47 hours	= 21 days
After 5 Years	7.39 hours	= 24 days
After 10 Years	8.31 hours	= 27 days
After 15 Years	9.24 hours	= 30 days
After 20 Years	10.16 hours	= 33 days

Employees hired prior to July 1, 1996, will accrue PTO at the rate established under previous vacation and sick leave policies until such time as the PTO provisions are equal to or greater than the previous combined vacation and sick leave provisions.

Subd. 2. Use of PTO

- a. PTO is accrued on a per pay period basis and may be used subsequent to the pay period in which it was earned.
- b. Non-scheduled use must be requested prior to the beginning of a shift or per departmental practices. Non-scheduled PTO requests may be denied depending on staffing needs.
- c. Probationary employees may use PTO as it is earned.
- d. Maximum PTO accrual is 540 hours.
- e. PTO may be used subsequent to the pay period in which it was earned in increments of not less than 15 minutes (1/4 hour).
- f. During the first fifteen years of employment employees shall be required to take 60 hours of PTO annually as time off. This requirement does not apply during the timeframe from when a person is hired through December 31 of the same year. Any person employed on January 1 shall be required to take 60 hours of PTO in that calendar year, up to the year that they are eligible for the 15 year/100 hour requirement. After fifteen years of employment employees shall be required to take 100 hours of PTO annually as time off. The required usage for part-time employees will be pro-rated based on the number of hours worked. The difference between the minimum time off required per year and the amount of time used that is less than the required minimum shall be lost. This requirement does not apply during the first year of employment.
- g. Employees receiving Worker's Compensation may use accrued PTO hours to return to

100% of their net salary.

- h. Accrued extended sick leave hours must be used prior to beginning an unpaid leave of absence for medical reasons.
- i. An employee taking an unpaid leave for medical reasons may retain up to eighty (80) hours of PTO time for use after returning from the leave of absence.
- j. An employee who is taking an unpaid leave of absence for other than medical reasons must use all accrued PTO hours before beginning the unpaid leave.
- k. PTO hours shall count toward the calculation of overtime.

Subd. 3. Conversion Option

Employees may convert a portion of their carryover PTO balance from the end of the previous year to cash as follows:

<u>Years of Service</u>	<u>Convert to Cash</u>
After 5 Years	40 hours/year
After 10 Years	60 hours/year
After 15 Years	80 hours/year
After 20 Years	100 hours/year
After 25 Years	120 hours/year
After 30 Years	140 hours/year

Conversions payments will be made on the first payday in April, August and December. Forms requesting the payment must be submitted to supervisors and payroll at least two weeks prior to the date of payment. Taxes will be deducted.

Subd. 4. Termination Benefits

Upon termination of employment with Beltrami County, the dollar value of PTO paid out, will be the dollar value of the employees wage rate x 100% of balance up to 540 hours.

Severance benefits will be paid to employees with Extended Sick Leave Banks in accordance with provision in the appropriate bargaining agreements or Personnel Rules.

Termination pay cannot be used to extend the employee's date of termination beyond the last scheduled work day.

Subd. 5. Eligibility

Regular full-time and part-time Beltrami County employees who are eligible for benefits are eligible to participate in the PTO program. Eligible part-time employees accrue PTO on a pro-

rata basis.

Subd. 6. Extended Sick Leave Bank

Upon implementation, for employees hired before July 1, 1996, total unused sick leave hours were frozen and became the Extended Sick Leave Bank which may be used for illness, injury or disability of the employee, the employee's spouse, child, ward, parent, and siblings.

In the event of each illness, injury or disability, time off may be taken from the Extended Sick Leave Bank or the PTO account, at the employee's choice.

Employees receiving Worker's Compensation may use the Extended Sick Leave Bank to return to 100% of their current net salary.

Section B

In determining PTO periods, the wishes of the employee will be respected as to the time of taking PTO insofar as the needs of service will permit it being understood that the rights of the senior employee will prevail in the selection of PTO time when an agreement cannot be reached among the employees. In the event of a dispute as to whether needs of service will permit the granting of the PTO periods as requested, the final determination shall be made by the Employer.

Section C

The Employer and the Union agree to comply with the following Worker's compensation regulations: It is agreed that if an employee of the Employer shall receive a compensable injury and have accrued benefits under the PTO Plan, the Employer shall pay the difference between the compensation received by the employee and his regular monthly pay rate, same to be deducted from the said accrued PTO benefits. The Employer will provide for the payments described in this Section during the periods of disability. It is understood that the additional payments made to the employee over and above that paid by Worker's Compensation shall not exceed the amount of credits which an employee is entitled to from such accrued PTO benefits.

ARTICLE 9
UNPAID MEDICAL LEAVES OF ABSENCE

Subd. 1.

After an employee has used all of his/her extended sick leave bank hours and all of the required PTO hours, the employee shall have the right to request an unpaid leave of absence for medical reasons. This leave shall be granted for a period not to exceed ninety (90) days and may be extended with the approval of the employer;

Subd. 2.

The Employer may require an employee who is on an unpaid medical leave of absence to undergo a medical evaluation and furnish a report from an appropriate medical authority, at the Employer's expense, that will enable the Employer to determine the employee's fitness for performance of his/her duties. When it is determined that the employee's absence from duty is unnecessary, the Employer may require the employee to either return to work or resign.

Subd. 3.

In accordance with the Family and Medical Leave Act, an employee who has been employed by the County for at least 12 months and has worked at least 1250 hours in the previous 12 months shall be eligible for FMLA benefits.

Eligible employees will be granted up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to take care for such son or daughter.
2. Because of the placement of a son or daughter with the employee for adoption or foster care.
3. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
4. Because of serious health condition that makes the employee unable to perform the functions of the position of such employee.
5. For qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation

Eligible employees will be granted up to 26 workweeks of unpaid leave during a single 12-month period:

1. To care for a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness who is the employees spouse, son, daughter, parent or next of kin.

Such leave shall be unpaid except as otherwise provided in this Article. The department may require the employee to exhaust all paid leave (except the 80 hours of PTO allowed in Article 8 Subd. 2.i) prior to using unpaid leave, except when the reason for the leave is number 1 above or the placement of a son or daughter with the employee for adoption. In no case shall the

department be required to allow the employee to take a combination of paid and unpaid leave greater than 12 work weeks in any year provided for under the Family and Medical Leave Act.

The county will follow the definitions, and guidelines as posted by the US Department of Labor for Maintenance of Health Benefits, Job Restoration, Notice and Certification concerning FMLA Leave.

ARTICLE 10 LEAVES OF ABSENCE

Subd. 1.

General Conditions: To the extent possible, requests for leave shall be made by employees prior to the beginning of the periods of absence, and no payment for any absence shall be made until the leave is properly approved. An employee on an approved leave of absence may cancel the leave and return to work early with the approval of the Employer. The Employer, upon prior notice to the employee, may cancel an approved leave of absence without pay at any time the Employer finds the employee is using the leave for purposes other than those specified at the time of approval.

Subd. 2.

The Employer shall continue to pay its share of insurance benefits as provided by Article 16 and 17 for the employees on leave of absence with pay. Employees on leave of absence without pay who are eligible to participate in the flexible benefits plan and who choose to participate while on leave shall be able to do so, but shall pay the full premium costs of such coverage.

Subd. 3.

Employees on approved paid leaves of absences (military duty, jury duty and funeral leave, etc.) shall continue to accrue Service, Department, and Classification seniority.

Subd. 4.

Upon return from a leave of absence, the employee shall be reinstated in the position he/she held when the leave began or in a comparable position. An employee returning from leave without pay shall be reinstated at the step of the salary schedule where he/she was when the leave began, with any adjustments added to the schedule during his/her leave.

Subd. 5.

Military Duty Leave: In accordance with State and Federal laws, any employee required by official military orders or related authority to attend Military Reserve Training shall receive full wages at his/her current base pay rate for the period of the active duty required for such training

not to exceed fifteen (15) consecutive calendar days per calendar year. The employee shall present the Employer with official copies of the order received. The employee shall apply for such leave as soon as practical after the necessity for the leave is known.

Subd. 6.

Funeral Leave: A regular employee shall be granted five (5) working days off with pay to a maximum of forty (40) hours in the event of the death of a spouse, child, stepchild, the parent or step-parent of the employee or of the employee's spouse, the employee's brother or sister, or any person who has resided with the employee immediately preceding their death. Three (3) working days off with pay to a maximum of twenty-four (24) hours shall be granted in the event of the death of the employee's or employee's spouse's grandparent, step-grandparent, grandchildren, step-grandchildren, or the employee's spouse's brother or sister. One (1) working day off with pay to a maximum of eight (8) hours shall be granted in the event of the death of the brother or sister of the employee's biological parents or legally adopted parents.

Subd. 7.

Jury Duty: Employees shall be granted a leave of absence anytime they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wage for each day of jury duty.

Subd. 8.

Leaves Without Pay: At the discretion of the Employer, a leave of absence without pay for reasons other than disability, may be granted to an employee requesting such leave in writing.

- a. Parental Leave. Such leave shall be granted according to state law.
- b. Union Business: The Employer agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval and without pay, for the purpose of conducting Union business when such time will not unduly interfere with operations of the department.
- c. In order to allow employees who are elected by the Union to represent the Union at International, AFL-CIO, AFSCME Council 65 conventions, Council 65 Executive Board meetings and functions, the county will grant the union a maximum of five unpaid days per calendar year to be distributed among one or more employees who attend.

ARTICLE 11
ABSENCE WITHOUT LEAVE

Any absence of an employee from scheduled duty that is not promptly reported to and authorized

by the Employer shall be deemed an absence without leave. Any employee absent without leave will be subject to disciplinary action, and any employee absent without leave for two (2) consecutive days shall be deemed to have resigned his/her employment, provided that the Employer may grant approval for leave subsequent to the unauthorized absence, if the Employer determines the circumstances surrounding the absence warrant such action.

ARTICLE 12 SENIORITY

Section A

Seniority standing shall be granted to all employees who have attained regular status by completing six (6) months of a probationary period. A seniority date of employees attaining such regular status shall be the first date of employment. During the probationary period, an employee may be discharged by the Employer without cause and without the same being a breach of this Agreement or constituting a grievance hereunder.

Section B Probationary Period

Subd. 1. Full-Time Employees:

Full-time employees under this Agreement shall serve a probationary period of six months of continuous employment. The probationary period may be extended up to three months with notice to the employee and the union. Upon completion of the probationary period, the seniority date of the employee shall relate back to his initial date of employment.

Subd. 2. Part-Time Employees:

Part-time employees under this Agreement will complete the probationary period after the completion of 1,040 hours of service. The probationary period may be extended up to 520 hours with notice to the employee and the Union. For the purposes of this Article, a part-time employee's seniority standing shall be based upon his/her total hours of service. If a part-time employee goes to full-time employment, his/her total hours of service will be divided by 2,080 to establish an effective seniority date.

Section C

Subd. 1. In the event of a lay-off, it is understood and agreed that the least senior employee in the classification that is to be eliminated shall be laid off first. The least senior employee in the classification that has been eliminated shall have the right to bump laterally or downward into another classification previously held by the employee (even if the position has been reclassified). The person bumping must also have greater seniority within any Beltrami County Bargaining Unit than the employee who is to be bumped. For purposes of bumping, seniority will include all continuous service in all/any Beltrami County Bargaining Units.

Subd. 2. Employees who are laid off shall be rehired within classifications in the inverse order of lay-off; provided further that an employee's right to recall shall exist for one year after the date of lay-off. Such an employee shall be notified in writing regarding such lay-off, as well as rehiring, as the case may be.

Subd. 3 The Employer shall issue written notice of an indefinite layoff at least thirty (30) days in advance of layoff and will meet and confer with the Union to attempt to minimize the impact of the layoff on unit members. The Employer shall issue written notice of recall from an indefinite layoff to affected employees, providing at least seven (7) days to return to work. An indefinite layoff shall be defined as a layoff made for an indeterminate period at the time of notice or any layoff of forty-five (45) or more days. The Employer may lay off an employee for a definite period of forty-four (44) days or less by giving written notice to the affected employees.

Section D. Filling of Vacancies

Subd. 1. Notices of all regular vacancies and newly created positions shall be posted on bulletin boards, and the employees given five (5) days time in which to make application to fill such vacancy or new position.

Subd. 2. Notice of vacancies or newly created positions shall state the type of work, place of work, rate of pay, hours to be worked, and job classification. Copies of job postings shall be sent to the Union President.

Subd. 3. Whenever possible, the vacancy or newly created position shall be filled from among the present employees, giving first consideration to qualifications for the job and seniority. When all other qualifications are equal, the Employer shall promote the most senior qualified applicant for a position. In the event a senior employee is not selected for a vacancy or newly created position, such employee shall be given written reasons therefore, upon request.

Subd. 4. Employees who are promoted to a new position shall serve a six (6) month trial period. During the trial period the Employer, at its sole discretion, may demote the employee to the position or a similar position held by the employee prior to the promotion. During the first 30 calendar days after an employee is hired in a different job classification, the employee may elect or the Employer may require the employee to return to the employee's original position, if it is vacant, or to another similar vacant position for which the employee is qualified. If the position formerly held or a similar position is not open, the employee shall be placed on a preferential hiring list with rights to the first such position open within the bargaining unit.

Section E. Seniority Lists

Seniority lists shall be brought up to date on January 1 of each calendar year and posted on employee bulletin boards in all departments. A copy of the seniority list shall be sent by mail to the Secretary and President of the Union. Such list shall be deemed correct if no objection is made within ten (10) working days of posting.

Section F. Loss of Seniority

An employee shall lose seniority standing upon voluntary resignation, retirement, discharge for cause, or after one (1) year of lay-off without recall.

Section G. Nursing Service Seniority

Employees transferring from the AFSCME Courthouse/Nursing Service union on March 10, 2011 shall retain their original seniority dates.

Section H. Nursing Service Bumping Rights

Employees affected by the transfer of the Nursing Service employees to the Human Services unit on March 10, 2011 who would have rights to bump under the bargaining agreement will be grandfathered in and allowed to bump across bargaining units. The bumping could result in allowing an employee to bump into the Health & Human Services or the Courthouse Unit.

ARTICLE 13
DISCIPLINE

Section A

Discipline shall be for just cause. The employee shall be notified in writing of the reasons for discipline. If the employee feels he/she has been disciplined without just cause, the employee shall have the right of appeal by invoking the normal grievance procedure within ten (10) working days of the date of discipline. Oral reprimands may not be appealed through the grievance procedure and require no written notice.

Section B

No employee who has completed the probationary period and attained permanent status shall be disciplined except for just cause.

ARTICLE 14
GRIEVANCE PROCEDURE

Section A

A grievance shall be defined as a dispute or disagreement raised by an employee against the Employer involving the interpretation or application of the specific provisions of this Agreement.

Section B

Grievances, as herein defined, shall be processed in the following manner:

Step 1. An employee who has a grievance shall, within ten (10) working days after such grievance arose, submit it in writing to the employee's supervisor who is designated for this purpose by the Employer. The grievance may be submitted by the employee and/or his/her representative. The supervisor shall give his/her answer within ten (10) working days after such presentation, and such answer shall be in writing.

Step 2. If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred in writing to the Designated Management Authority within ten (10) working days after the designated supervisor's answer in Step 1 and shall be signed by both the employee and his/her representative. The written grievance 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 relief requested. The Designated Management Authority, or his/her representative, shall discuss the grievance within ten (10) working days with the employee and/or his/her representative at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Designated Management Authority, the employee and his/her representative. If no settlement is reached, the Designated Management Authority, or his/her representative, shall give the department's written answer to the employee and his/her representative within ten (10) working days following the meeting.

Step 3. If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the County Administrator within ten (10) working days after the Designated Management Authority answer in Step 2. A meeting between the Union representative, the Designated Management Authority, and the Employer shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the County Administrator, or his/her representative, and the Union. If no settlement is reached, the County Administrator, or his/her representative, shall give the Employer's written answer to the Union within ten (10) working days following the meeting.

Step 3A. If a grievance is unresolved in Step 3, either party may request that the grievance be submitted to the Minnesota Bureau of Mediation Services for mediation within ten (10) working days of the date of the mediation meeting. If the grievance is submitted to mediation and is not resolved, it may be appealed to Step 4 within ten (10) working days of the date of the mediation meeting. Any grievance not appealed in writing to Step 4 within said ten (10) working day period shall be considered waived.

Step 4. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) working days after receipt of

the Employer's answer in Step 3. The parties shall attempt to agree upon an arbitrator within five (5) working days after the receipt of the notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, either party may request the Bureau of Mediation Services to submit a panel of arbitrators. The grieving party shall strike first a name from the list and the other party shall then strike a name from the list, and alternate strikes until one name remains. The remaining person shall then be the arbitrator. The arbitrator shall be notified of his/her election by letter requesting that he/she set a time and place, subject to the availability of the Employer and Union representatives.

Section C

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from, the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not submitted to him/her. If the parties mutually agree, more than one grievance may be submitted to the same arbitration. 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 and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his/her decision within thirty (30) days following the close of the hearing or submission of the briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the expressed terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

Section D

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. The Employer shall make every effort to promptly respond to the procedures outlined in this Article. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union shall 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 or written agreement of the Employer and the Union representative involved in each step. The term "working days" as used in this Article, shall mean the days Monday through Friday, inclusive.

Section E

The fees and expenses of the arbitrator shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section F

Duly authorized representatives of the Union shall have the right to accompany the employee and/or the Union Grievance Committee at all times in the discussion or adjustment of grievances.

Section G

If, as a result of the written Employer's response in Step 3 or Step 3A, the grievance remains unresolved, 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 Step 4, or a procedure such as Civil Service, Veterans Preference or Human Rights. 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 indicate in writing which procedure is to be utilized, Step 3 or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing procedure precludes the aggrieved employee from making an appeal through Step 4.

ARTICLE 15 PAY PLAN

Section A

Each employee shall be eligible for a step increase each year unless such employee is already at the maximum rate of pay for his/her position. The anniversary date of employment for an employee shall be the date of hire.

Section B

The salary schedule for employees shall be as set forth in Appendix A, Appendix B, Appendix C attached.

Section C

When an employee is promoted, the employee shall receive a 4% pay increase. When a job classification is upgraded through the County's job evaluation process, employees in the job classification shall receive a 4.0% increase or be placed at the minimum of the salary range, whichever is greater, on the effective date of the upgrade/reclassification. In either case, on the employee's normal step adjustment date, the employee shall move to the next step on the salary schedule.

Section D

A regular full-time or regular part-time employee who terminates employment shall be entitled to severance pay upon meeting any one or more of these qualification:

1. After 20 years of continuous employment;

2. Retirement at age 58 or later;
3. If an employee becomes disabled and, as a result, must terminate employment.

Severance pay shall equal fifty percent (50%) of the balance of an eligible employee's extended sick leave bank. The maximum amount of severance pay shall be equal to sixty days regular pay. In the event of the death of an employee, severance pay, if applicable, shall be paid to the employee's estate.

Section E

Full-time employees and Part-time employees who are regularly scheduled to work (20) or more hours per week shall be eligible longevity pay upon completion of required number of years of continuous employment in accordance with the following bi-weekly schedule.

<u>After 10 Years</u>	<u>After 15 Years</u>	<u>After 20 Years</u>
\$10.00	\$20.00	\$30.00

Longevity pay increases shall become effective on the first day of the first payroll period following the date when the employee becomes eligible.

All employees hired after January 1, 2014 will no longer be eligible for longevity.

Section F

General adjustments for each new calendar year shall be effective January 1 if it falls on the first day of a pay period, otherwise general adjustments shall be effective the first day of the pay period preceding January 1. All other salary increases set forth herein are effective the first day of the first payroll period following the date in which the employee is eligible. If the employee's eligibility date is the first day of a payroll period, that will be the effective date.

Section G

An employee who is specifically assigned to perform work which is at a higher classification shall receive his/her regular rate of pay for the first ten (10) working days of such work, and shall receive the higher classification rate for each day thereafter. Work out of classification for the purpose of this Section shall mean the performance of work more than fifty percent (50%) of which shall exclusively be covered by a higher classification.

ARTICLE 16
GENERAL PROVISIONS

Section A

Employees on official agency business out of the County that is approved by their supervisor will be reimbursed for meals and lodging as per county policy.

Section B

Mileage will be paid to employees for authorized travel according to County Policy.

Section C

No employee shall receive reimbursement for travel between home and the duty station.

ARTICLE 17
FLEXIBLE BENEFITS PLAN

Section A.

The Employer shall continue to offer a flexible benefits plan. The core benefits shall include a health insurance policy with a major medical clause, a \$10,000 life insurance policy and a short-term disability policy as it does now, or policies offering comparable coverage, for the employee and the employee's dependents. The Employer will contribute \$1,190.00 in 2020, \$1,240.00 in 2021 and \$1,290.00 in 2022 for employees who carry single coverage or family coverage. Any additional costs shall be paid by the employee through payroll deduction.

Section B.

If a terminating employee fails to work on the last scheduled day of employment and that employee received county flexible benefit contributions that the employee would not have qualified for based on the last day of actual hours worked, an amount equal to those insurance contributions will be deducted from the employee's final pay check or from vacation/severance pay. The only exceptions allowed will be made jointly by the department head and the Director of Human Resources and will be based on legitimate, unanticipated illness or injury that precludes the employee's attendance on the employee's last scheduled day.

ARTICLE 18
PART-TIME EMPLOYEES

Section A

Part-time employees regularly scheduled to work fewer than 30 hours per week shall not be eligible for benefits other than wages, except as provided in Section D below.

Section B

Part-time employees regularly scheduled to work 30 or more hours per week shall receive pro-rata insurance, PTO, holiday, severance and seniority benefits. In no case shall benefit credits be calculated for full-time or part-time employees based on more than 40 hours per week.

Section C

Part-time employees hired or rehired after County Board adoption of this Agreement shall receive pro-rata Employer contribution toward flexible benefit dollars calculated as set forth in this Section C.

For part-time employees hired for a definite number of hours of work per week of 30 hours or more, the Employer contribution for the first quarter shall be based upon the number of hours the employee is hired to work.

For part-time employees hired for an indefinite number of hours of work per week of 30 hours or more, the Employer contribution toward health insurance shall be set at fifty percent (50%) for the first quarter of employment. The contribution for all succeeding quarters shall be calculated quarterly and the average number of hours worked in a quarter shall serve as the basis for the Employer's contribution in the next three months. (Example: The pro-rata contribution for an employee's first quarter shall be fifty percent (50%). If an employee averages thirty (30) hours of work per week in the quarter including January through March, the Employer shall contribute seventy-five percent (75%) of its contribution for a full-time employee's health insurance for the period of April through June).

Part-time employees working 20 or more hours per week employed by the Employer in a part-time position prior to October 1, 1990, shall continue to receive full flexible benefits and pro-rata PTO and holiday benefits.

Section D

One personal paid day off per year, pro-rated based on hours worked during the previous year, will be granted to the following individuals:

Part-time employees who work less than 30 hours per week or no more than 1560 hours per year; Accrual will be effective the first payroll period in January of each year and will be rounded to the nearest quarter hour. For example, an employee who worked 1200 hours between the first pay period of January and the last pay period in December of the previous year will accrue 4.5 hours in the first payroll period in January (1200 hours divided by 2080 times 8 hours). If an eligible employee works in more than one classification, personal hours will be paid at the highest of the employee's wage rates. Personal hours must be taken in one lump sum and may not be carried over from year to year. An employee must be in pay status on January 1 in order to qualify for accrual based on the prior year.

ARTICLE 19
EDUCATIONAL PROVISIONS

Section A

Educational leave without pay may be granted for a period not to exceed two years to any employee.

Section B

Any employee who is granted a leave of absence without pay shall be accorded an unqualified right to be reinstated to the same class at the expiration of the leave.

Section C

Any employee granted an educational leave may also, at the option of the appointing authority, be deemed to accrue eligibility for incentive increments and may be granted salary increases at the time such increase would be received if he/she had continued in regular employment with the agency.

ARTICLE 20
NO STRIKE/NO LOCK OUT

Neither the Union, its officers, or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions of compensation or the rights, and privileges or obligations of employment. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined pursuant to the discretion of the Employer.

ARTICLE 21
COMPLETE AGREEMENT AND WAIVER OF BARGAINING

This Agreement shall represent the complete Agreement between the Union and the Employer.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that complete understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each

voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 22
AFFIRMATIVE ACTION

Neither the Employer nor the Union shall discriminate against any employee because of Union membership or non-membership, or because of race, color, creed, religion, national origin, sex (including pregnancy, sexual orientation or gender identity), marital status, status with regard to public assistance, membership or activity in a local commission, disability, age, or genetic information (including family medical history).

ARTICLE 23
HEALTH CARE SAVINGS PLAN

The Employer agrees to make participation in the Minnesota State Retirement System Health Care Savings Plan available to the Union. Specific provisions for eligibility and contributions will be negotiated in accordance with the plan rules and memorialized in a letter of understanding.

ARTICLE 24
SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, The State of Minnesota, and Beltrami County. 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 shall continue in full force and effect.

Appendix A

2020 Beltrami County Pay Scale												
Health & Human Services 1% COLA												
Grade	Exempt	Position Titles	1.01								15 Years	20 years
			1	2	3	4	5	6	7	8	9	10
13	to 48	Social Worker - Lead	\$ 29.91	\$ 30.81	\$ 31.76	\$ 32.75	\$ 33.74	\$ 34.76	\$ 35.80	\$ 36.89	\$ 37.44	\$ 38.01
12		Public Health Nurse										
12	to 48	Social Worker	\$ 28.22	\$ 29.06	\$ 29.96	\$ 30.89	\$ 31.85	\$ 32.80	\$ 33.77	\$ 34.79	\$ 35.31	\$ 35.84
11		Registered Nurse										
11		Registered Dietitian	\$ 26.61	\$ 27.41	\$ 28.28	\$ 29.13	\$ 30.03	\$ 30.94	\$ 31.89	\$ 32.85	\$ 33.33	\$ 33.84
10			\$ 25.13	\$ 25.88	\$ 26.66	\$ 27.50	\$ 28.34	\$ 29.18	\$ 30.05	\$ 30.97	\$ 31.43	\$ 31.91
9		Eligibility Specialist II										
9		Fraud Investigator	\$ 23.68	\$ 24.39	\$ 25.16	\$ 25.95	\$ 26.74	\$ 27.54	\$ 28.37	\$ 29.20	\$ 29.63	\$ 30.08
8		Child Support Specialist	\$ 22.34	\$ 23.01	\$ 23.75	\$ 24.46	\$ 25.22	\$ 25.99	\$ 26.77	\$ 27.56	\$ 27.98	\$ 28.40
7		Business Account Representative										
7		Eligibility Specialist	\$ 21.09	\$ 21.72	\$ 22.39	\$ 23.08	\$ 23.82	\$ 24.50	\$ 25.24	\$ 26.02	\$ 26.40	\$ 26.81
6		Workforce Navigator/Case Manager										
6		Collections Officer	\$ 19.91	\$ 20.50	\$ 21.12	\$ 21.77	\$ 22.45	\$ 23.12	\$ 23.83	\$ 24.51	\$ 24.89	\$ 25.26
5		In-Home Skills Provider										
5		Administrative Support Specialist - HHS										
5		Medical Assistance/Transportation Specialist	\$ 18.77	\$ 19.33	\$ 19.92	\$ 20.54	\$ 21.17	\$ 21.80	\$ 22.48	\$ 23.14	\$ 23.49	\$ 23.85
4		Account Tech II										
4		Support Enforcement Aide										
4		Case Aide - Income Maintenance										
4		Case Aide - Nursing Services										
4		Case Aide - Social Services										
4		Emergency Assistance Specialist	\$ 17.71	\$ 18.24	\$ 18.79	\$ 19.37	\$ 19.98	\$ 20.58	\$ 21.19	\$ 21.84	\$ 22.16	\$ 22.49
3		Family Health Technician										
3		Office Support Specialist	\$ 16.71	\$ 17.20	\$ 17.74	\$ 18.29	\$ 18.85	\$ 19.41	\$ 20.00	\$ 20.60	\$ 20.91	\$ 21.23
2			\$ 15.78	\$ 16.24	\$ 16.74	\$ 17.26	\$ 17.78	\$ 18.31	\$ 18.86	\$ 19.42	\$ 19.72	\$ 20.01
1		Office Support Trainee	\$ 14.87	\$ 15.31	\$ 15.79	\$ 16.28	\$ 16.80	\$ 17.28	\$ 17.79	\$ 18.33	\$ 18.60	\$ 18.89

-January 1, 2020-1% General Wage Increase

- Add new Step 1 at 3% below current Step 1 (then renumber the current steps)
- Add 15 Year Step (actually Step 9) at 1.5% above the new Step 8
- Add 20 Year Step (actually Step 10) at 1.5% above Step 9
- Employees who are at step 7 on 12/31/2019 with 15 or more years of service will move to the 15 year step on 1-1-2020
- Employees who reach 15 years of service during 2020 will move to step 9 on their step date
- Employee's with more than 20 years of service as of 1-1-2020 will only move one step each year.

Appendix B

2021 Beltrami County Pay Scale Health & Human Services 2.5% COLA												
Grade	Exempt	Position Titles	1.025								15 Years	20 Years
			1	2	3	4	5	6	7	8	9	10
13	to 48	Social Worker - Lead	\$ 30.66	\$ 31.58	\$ 32.55	\$ 33.57	\$ 34.58	\$ 35.63	\$ 36.70	\$ 37.81	\$ 38.38	\$ 38.96
12		Public Health Nurse										
12	to 48	Social Worker	\$ 28.93	\$ 29.79	\$ 30.71	\$ 31.66	\$ 32.65	\$ 33.62	\$ 34.61	\$ 35.66	\$ 36.19	\$ 36.74
11		Registered Nurse										
11		Registered Dietitian	\$ 27.28	\$ 28.10	\$ 28.99	\$ 29.86	\$ 30.78	\$ 31.71	\$ 32.69	\$ 33.67	\$ 34.16	\$ 34.69
10			\$ 25.76	\$ 26.53	\$ 27.33	\$ 28.19	\$ 29.05	\$ 29.91	\$ 30.80	\$ 31.74	\$ 32.22	\$ 32.71
9		Eligibility Specialist II										
9		Fraud Investigator	\$ 24.27	\$ 25.00	\$ 25.79	\$ 26.60	\$ 27.41	\$ 28.23	\$ 29.08	\$ 29.93	\$ 30.37	\$ 30.83
8		Child Support Specialist	\$ 22.90	\$ 23.59	\$ 24.34	\$ 25.07	\$ 25.85	\$ 26.64	\$ 27.44	\$ 28.25	\$ 28.68	\$ 29.11
7		Business Account Representative										
7		Eligibility Specialist	\$ 21.62	\$ 22.26	\$ 22.95	\$ 23.66	\$ 24.42	\$ 25.11	\$ 25.87	\$ 26.67	\$ 27.06	\$ 27.48
6		Workforce Navigator/Case Manager										
6		Collections Officer	\$ 20.41	\$ 21.01	\$ 21.65	\$ 22.31	\$ 23.01	\$ 23.70	\$ 24.43	\$ 25.12	\$ 25.51	\$ 25.89
5		In-Home Skills Provider										
5		Administrative Support Specialist - HHS										
5		Medical Assistance/Transportation Specialist	\$ 19.24	\$ 19.81	\$ 20.42	\$ 21.05	\$ 21.70	\$ 22.35	\$ 23.04	\$ 23.72	\$ 24.08	\$ 24.45
4		Account Tech II										
4		Support Enforcement Aide										
4		Case Aide - Income Maintenance										
4		Case Aide - Nursing Services										
4		Case Aide - Social Services	\$ 18.15	\$ 18.70	\$ 19.26	\$ 19.85	\$ 20.48	\$ 21.09	\$ 21.72	\$ 22.39	\$ 22.71	\$ 23.05
3		Family Health Technician										
3		Office Support Specialist	\$ 17.13	\$ 17.63	\$ 18.18	\$ 18.75	\$ 19.32	\$ 19.90	\$ 20.50	\$ 21.12	\$ 21.43	\$ 21.76
2			\$ 16.17	\$ 16.65	\$ 17.16	\$ 17.69	\$ 18.22	\$ 18.77	\$ 19.33	\$ 19.91	\$ 20.21	\$ 20.51
1		Office Support Trainee	\$ 15.24	\$ 15.69	\$ 16.18	\$ 16.69	\$ 17.22	\$ 17.71	\$ 18.23	\$ 18.79	\$ 19.07	\$ 19.36

-January 1, 2021-2.5% General Wage Increase

-Employee's with 20 years of service on 12/31/2020 will move to the 20 year step on 1-1-2021

-Employees who reach 20 years of service during 2021 will move to step 10 on their step date

Appendix C

2022 Beltrami County Pay Scale Health & Human Services 3% COLA												
Grade	Exempt	Position Titles	1.03								15 Years	20 Years
			1	2	3	4	5	6	7	8	9	10
13	to 48	Social Worker - Lead	\$ 31.58	\$ 32.53	\$ 33.53	\$ 34.58	\$ 35.62	\$ 36.70	\$ 37.80	\$ 38.94	\$ 39.53	\$ 40.13
12		Public Health Nurse										
12	to 48	Social Worker	\$ 29.80	\$ 30.68	\$ 31.63	\$ 32.61	\$ 33.63	\$ 34.63	\$ 35.65	\$ 36.73	\$ 37.28	\$ 37.84
11		Registered Nurse										
11		Registered Dietitian	\$ 28.10	\$ 28.94	\$ 29.86	\$ 30.76	\$ 31.70	\$ 32.66	\$ 33.67	\$ 34.68	\$ 35.18	\$ 35.73
10			\$ 26.53	\$ 27.33	\$ 28.15	\$ 29.04	\$ 29.92	\$ 30.81	\$ 31.72	\$ 32.69	\$ 33.19	\$ 33.69
9		Eligibility Specialist II										
9		Fraud Investigator	\$ 25.00	\$ 25.75	\$ 26.56	\$ 27.40	\$ 28.23	\$ 29.08	\$ 29.95	\$ 30.83	\$ 31.28	\$ 31.75
8		Child Support Specialist	\$ 23.59	\$ 24.30	\$ 25.07	\$ 25.82	\$ 26.63	\$ 27.44	\$ 28.26	\$ 29.10	\$ 29.54	\$ 29.98
7		Business Account Representative										
7		Eligibility Specialist	\$ 22.27	\$ 22.93	\$ 23.64	\$ 24.37	\$ 25.15	\$ 25.86	\$ 26.65	\$ 27.47	\$ 27.87	\$ 28.30
6		Workforce Navigator/Case Manager										
6		Collections Officer	\$ 21.02	\$ 21.64	\$ 22.30	\$ 22.98	\$ 23.70	\$ 24.41	\$ 25.16	\$ 25.87	\$ 26.28	\$ 26.67
5		In-Home Skills Provider										
5		Administrative Support Specialist - HHS										
5		Medical Assistance/Transportation Specialist	\$ 19.82	\$ 20.40	\$ 21.03	\$ 21.68	\$ 22.35	\$ 23.02	\$ 23.73	\$ 24.43	\$ 24.80	\$ 25.18
4		Account Tech II										
4		Support Enforcement Aide										
4		Case Aide - Income Maintenance										
4		Case Aide - Nursing Services										
4		Case Aide - Social Services										
4		Emergency Assistance Specialist	\$ 18.69	\$ 19.26	\$ 19.84	\$ 20.45	\$ 21.09	\$ 21.72	\$ 22.37	\$ 23.06	\$ 23.39	\$ 23.74
3		Family Health Technician										
3		Office Support Specialist	\$ 17.64	\$ 18.16	\$ 18.73	\$ 19.31	\$ 19.90	\$ 20.50	\$ 21.12	\$ 21.75	\$ 22.07	\$ 22.41
2			\$ 16.66	\$ 17.15	\$ 17.67	\$ 18.22	\$ 18.77	\$ 19.33	\$ 19.91	\$ 20.51	\$ 20.82	\$ 21.13
1		Office Support Trainee	\$ 15.70	\$ 16.16	\$ 16.67	\$ 17.19	\$ 17.74	\$ 18.24	\$ 18.78	\$ 19.35	\$ 19.64	\$ 19.94

-January 1, 2022-3% General Wage Increase

Letter of Understanding

ARTICLE XXII-HEALTH CARE SAVINGS PLAN

A. POLICY STATEMENT

All union employees of (Human Services Unit) Local 3709 are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (PEHCSP) established under the Minnesota State Employment System's Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee's post-employment health care savings plan (PEHCSP) account.

B. ELIGIBILITY AND PARTICPATION

(Human Services Unit) Local 3709

1. Upon termination an employee with at least thirteen (13) years of service and over 200 hours, vested employees who are eligible for severance pay under the provisions of Article 23 of the union contract and who are eligible for paid-time off (PTO), will have 100% of their PTO accrual balances set aside in the health care savings plan.
2. Upon termination an employee with at least thirteen (13) years of service and over 200 hours, vested employees who are eligible for severance pay based on Extended Sick Leave balances (in accordance with Article 23 of the Health and Human Services Unit contract) will have 100% of their severance pay set aside in the health care savings plan account.

C. EVALUATION

It is understood that the above guidelines will be evaluated and amended as needed upon expiration of the contract bargaining agreement of (Human Services Unit) Local 3709 or until such time as changes are made in accordance with the PEHCSP regulations.

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, LOCAL 3709,

COUNTY OF BELTRAMI


COUNCIL 65, AFL-CIO

 5/15/20

Local Union President

 5/15/20

Labor Representative



County Administrator