



**AGREEMENT**  
**BETWEEN**  
**MILLE LACS COUNTY BOARD**  
**AND**  
**MINNESOTA NURSES ASSOCIATION**

**Effective January 1, 2017 through December 31, 2019**

## Table of Contents

ARTICLE 1. PURPOSE OF AGREEMENT.....	1
ARTICLE 2. RECOGNITION .....	1
ARTICLE 3. DEFINITIONS.....	1
ARTICLE 4. ASSOCIATION SECURITY.....	1
ARTICLE 5. EMPLOYER AUTHORITY.....	2
ARTICLE 6. PROBATIONARY PERIOD.....	2
ARTICLE 7. HOURS OF WORK.....	2
ARTICLE 8. VACATIONS.....	3
ARTICLE 9. HOLIDAYS .....	3
ARTICLE 10. PAID SICK LEAVE .....	4
ARTICLE 11. TERMINATION.....	5
ARTICLE 12. GRIEVANCE PROCEDURE.....	6
ARTICLE 13. HEALTH PROGRAM.....	7
ARTICLE 14. INSURANCE.....	7
ARTICLE 15. TRAVEL EXPENSES .....	8
ARTICLE 16. LEAVES OF ABSENCE .....	9
ARTICLE 17. SENIORITY.....	10
ARTICLE 18. SALARY .....	11
ARTICLE 19. SEVERANCE PAY .....	12
ARTICLE 20. WAIVER .....	12
ARTICLE 21. SAVINGS CLAUSE .....	12
ARTICLE 22. DURATION AND RENEWAL .....	13

### Appendix A    Payscales

**ARTICLE 1.  
PURPOSE OF AGREEMENT**

This Agreement, made and entered into by and between the Mille Lacs County Board, hereinafter referred to as the "Employer," and the Minnesota Nurses Association, hereinafter referred to as the "Association."

**ARTICLE 2.  
RECOGNITION**

The Employer recognizes the Association as the exclusive representative under Minnesota Statutes Subsection 179A.12 for "All employees of the Mille Lacs County Public Health Nursing Service, Milaca, Minnesota, whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 100 work days per year, excluding supervisory and confidential employees."

In the event that the Employer and the Association are unable to agree as to the inclusion or exclusion of a new or modified position, the issue shall be submitted to the Bureau of Mediation Service for determination.

**ARTICLE 3.  
DEFINITIONS**

- 3.1 Employer: Mille Lacs County Board or its designee.
- 3.2 Employee: A member of the exclusively recognized bargaining unit.
- 3.3 Full-time Employee: An employee who is normally scheduled to work at least thirty-two (32) hours per week.
- 3.4 Part-time Employee: An employee who is normally scheduled a minimum of twenty (20) hours per week.
- 3.5 Permanent Employee: An employee who has completed the required probationary period.
- 3.6 Part-time Intermittent Employee: An employee who does not meet the definition of Sections 3.3 or 3.4 and works on an intermittent basis.

**ARTICLE 4.  
ASSOCIATION SECURITY**

The Employer agrees to deduct annual Minnesota Nurses Association membership dues from the earnings of any employee who has executed the authorization card which has been agreed upon by the Employer and the Association. Deductions for annual dues shall be in the total amount certified as correct from time to time by the Association and shall be made, continued and terminated in accordance with the terms of said authorization card. Withheld amounts will be forwarded to the designated Association office for each calendar month, following the actual withholding, together with a record of the amount and those for whom deductions have been made. If a dispute occurs between the Association and any employee over this deduction, the Association will hold the Employer harmless for the payments made and will handle the dispute without cost to the Employer.

**ARTICLE 5.  
EMPLOYER AUTHORITY**

- 5.1 The Employer retains the right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set up and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work currently performed by employees covered by this Agreement. In the event the Employer deems it necessary to subcontract work presently being performed by employees, the Association will be notified not less than ten (10) calendar days in advance during which time the Association may request the Employer to meet and confer pursuant to Minn. Stat. subsection 179A.08 regarding means to minimize the impact on current employees.
- 5.3 Effect of Laws, Rules and Regulations: The Association recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, regulations, directives and orders, issued by the Employer, providing that such rules, regulations, directives and orders are not inconsistent with the provisions of the Agreement or contrary to the Minnesota Nurse Practice Act and applicable state and federal statutes, laws or rules and regulations having the force and effect of law.

**ARTICLE 6.  
PROBATIONARY PERIOD**

- 6.1 Any employee may be terminated at the discretion of the Employer during the probationary period. The probationary period for employees shall be six (6) calendar months. The Department Head may extend the probationary period for an additional three (3) months. The employee and the Association will be notified in writing of the reason(s) for the probation extension. After completion of the probationary period, the employee may only be terminated or disciplined for just cause. Full-time and part-time employees shall, during their probationary period, accumulate sick leave and vacation as provided by the terms of this Agreement. However, during the probationary period, the newly hired employee may not use accumulated vacation.

When a newly hired employee resigns or is terminated before his/her probationary period expires, he/she is not eligible to receive accrued sick, vacation or severance pay.

**ARTICLE 7.  
HOURS OF WORK**

- 7.1 The normal work week for full-time employees shall consist of forty (40) hours as designated by the Employer. If a full-time employee is required to work more than forty (40) hours in a work week, said employee will be eligible for overtime. All overtime hours must be approved by the Employer before they will be compensated. All approved overtime will be compensated by an equivalent amount of time off work, provided that approved overtime in excess of forty (40) hours in one (1) work week shall be compensated at the rate of one and one-half (1 1/2) hours off work for each hour in excess of forty (40).

- 7.2 A thirty (30) minute unpaid lunch break shall be taken by each employee working an eight (8) hour day. Two (2) rest periods of fifteen (15) minutes shall be provided to all employees working an eight (8) hour day. Breaks shall be scheduled to accommodate business needs, as approved by the employee's supervisor.

## ARTICLE 8. VACATIONS

- 8.1 Full-time employees shall be granted the following vacation schedule:

Beginning employment	-	.9166 days per month of service (11 days per year)
Beginning fifth (5) yr.	-	1.0833 days per month of service (13 days per year)
Beginning tenth (10) yr.	-	1.4166 days per month of service (17 days per year)
Beginning fifteenth (15) yr.	-	1.5833 days per month of service (19 days per year)
Beginning twentieth (20) yr.	-	1.75 days per month of service (21 days per year)
Beginning twenty-fifth (25) yr.	-	1.9166 days per month of service (23 days per year)

- 8.2 Newly hired full-time employees may accumulate vacation days in accordance with the above schedule, but may not use any of these days until after successful completion of the probationary period. The employee's original date-of-hire anniversary date of employment shall be used in calculating vacation eligibility.
- 8.3 Employees eligible for vacation shall be allowed to carry over two hundred forty (240) hours from pay period to pay period. Since vacation accrual occurs at the end of a pay period, vacation earned for the pay period shall be added prior to the total calculation for that pay period.
- 8.4 Part-time employees shall be granted vacation according to the above schedule but on a pro rata basis. Other part-time employees may request unpaid vacation time off which will be granted at the discretion of the Employer.
- 8.5 Vacation donation shall be allowed according the County's adopted policy. The County will notify the Minnesota Nurses association of said changes in a timely manner. This is for the purpose of notification only; this notification period does not change the County's right to implement said changes.

## ARTICLE 9. HOLIDAYS

- 9.1 Full-time employees will be eligible for the following paid holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day

Veterans Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve (1/2 day if on Monday-Thursday)  
Christmas Day

- 9.2 Any holiday falling on a Saturday will be observed on the preceding Friday; and any holiday falling on a Sunday will be observed on the following Monday.
- 9.3 Part-time employees shall be paid pro-rated holiday allowance based on an average of the number of hours worked per week. Part-time employees who are not scheduled to work on the day the holiday is observed may receive a different day off with pay, also pro-rated, based on an average of the number of hours the employee works per week, scheduled by mutual agreement between the department head and employee.
- 9.4 Floating Holidays:
- Permanent full-time employees are eligible for two (2) floating holidays (8 hours each) per calendar year. The employee must request approval from their department head at least seventy-two (72) hours in advance to use a floating holiday. A floating holiday does not carry over from one calendar year to the next. It must be used within the calendar year it is earned, or the time will be lost.
- Permanent part-time employees shall be eligible for two (2) pro-rated floating holidays per calendar year, based on an average of the number of hours the employee works per week. Example: A part-time employee who works an average of 24 hours per week would receive two (2) 4.8 hour floating holidays.
- 9.5 The floating holiday can be used with seventy-two (72) hours' advance notice and with the approval of the supervisor or department head.
- 9.6 If deemed necessary by the agency Director for successful department operations, direct care givers (nurses) may agree to trade the Veteran's Day holiday for a floating holiday.

#### ARTICLE 10. PAID SICK LEAVE

10.1. Rate of Accrual:

Probationary and permanent full-time employees shall earn sick leave at the rate of one day (8 hours) for each completed month of service. Probationary and permanent part-time employees shall earn a pro-rated sick leave benefit based on their normal workweek.

10.2 Use of Sick Leave:

Sick leave benefits may be used under the following circumstances:

- A. Absence necessitated by the inability to perform the duties of the position by reason of illness or injury.
- B. Absence for dental, eye care and medical care.

- C. Absence due to contagious disease, which would endanger the health of other employees or members of the public.
- D. Absence due to illness in the employee's immediate family. "Immediate family" shall be limited to a spouse, children, grandparent, siblings, or parent. Use of sick leave benefits for illness in the immediate family which exceeds five (5) days must have the approval of the department head.
- E. Pregnancy-related disability.
- F. Use of up to three days (up to 24 hours) of sick leave shall be authorized in cases of death of a spouse, child, brother, sister, daughter-in-law, son-in-law, step-parent, step-child, parent, grandparent, or grandchild of either the employee or the employee's legal spouse. Use of additional sick leave for this purpose shall be subject to approval from the department head or designee.
- G. Absence due to an approved Family Medical Leave.

**10.3 Notification to Employer:**

Employees unable to report for their normal work day because of illness or injury shall notify their department head or designee of their absence, reason for absence, and the expected duration of absence.

**10.4 Medical Certification:**

A department head or the County Administrator may require a doctor's certification stating the nature and duration of the illness before the employee is paid for sick leave. The department head or County Administrator may also require a doctor's certification stating that the employee is able to return to work following an absence for illness or injury to verify whether or not the doctor is placing any work restrictions on the employee.

**10.5 Maximum Accumulation of Sick Leave:**

An employee who has a sick leave accumulation in excess of one hundred (100) days as of December 31 shall have one-half (1/2) of the days accumulated in excess of one hundred (100) days (800 hours) added to the employee's vacation accrual, and the other one-half (1/2) paid to the employee at the employee's regular rate of pay as of December 31. The conversion to vacation and the cash payment will be made by the Employer in January of the following year.

**ARTICLE 11.  
TERMINATION**

- 11.1 The Employer will discipline employees who have completed the required probationary period only for just cause.
- 11.2 An employee voluntarily terminating employment with the Employer shall provide the Employer a minimum of two (2) weeks written notice.

**ARTICLE 12.  
GRIEVANCE PROCEDURE**

**12.1** A grievance for the purpose of this Agreement is defined as a specific dispute or disagreement as to the interpretation or application of the provisions of this Agreement.

**12.2** It is recognized and accepted by the Association and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employee and shall therefore be accomplished during the normal working hours only when consistent with such employee's duties and responsibilities. A grieved employee and up to one (1) Association 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 that the employee and the Association representative have notified and received the approval of the Employer or designated representative who has determined that such absence is reasonable and would not be detrimental to the work program of the Employer.

**12.3** Grievances shall be resolved in the following manner:

Step 1: Upon the occurrence of an alleged violation of the Agreement, the employee involved shall attempt to resolve the matter on an informal basis with the employee's immediate supervisor. If the matter is not resolved it may be reduced to writing and referred to Step 2 by the Association. The written grievance shall set forth the nature of the grievance, the facts upon which it is based, the alleged provision violated in the Agreement and the remedy requested. Any alleged violation of the Agreement shall be considered waived if not reduced to writing by the Association within fourteen (14) calendar days from the first occurrence of the event giving rise to the grievance.

Step 2: A written grievance as specified in Step 1 shall be served upon the Personnel Director. Within ten (10) calendar days after receiving the written grievance the Personnel Director and the employee shall meet and attempt to resolve the grievance. If as a result of this meeting the grievance remains unresolved, the Personnel Director shall give her/his written answer to the employee within ten (10) calendar days following this meeting. In the event the Association does not proceed to Step 3 within ten (10) calendar days following receipt of the Personnel Director's answer, it shall be considered to have waived the grievance.

Step 3: If the grievance remains unresolved, the Association may request a meeting with the County Administrator at the earliest date possible. If, as a result of this meeting, the grievance remains unresolved, the County Administrator shall give a written response to the Association within ten (10) calendar days following this meeting. The Association may refer the grievance to Step 4 within ten (10) calendar days.

Step 4: If the grievance remains unresolved after Step 3, the Association may, within ten (10) calendar days after the response of the County Administrator, by written notice to the Employer, request arbitration of the grievance. If the parties are unable to agree upon the appointment of an arbitrator within ten (10) days after submission of the grievance to arbitration, either party may then request the Commissioner, Bureau of Mediation Service, State of Minnesota, to furnish a list of prospective arbitrators. Both the Employer and the Association have the right to strike names from the panel. The Association shall strike the first name; the Employer shall strike the next name. The process will be repeated until only one name remains and that remaining person shall be the arbitrator.

**12.4** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. She/He shall consider and decide only the specific issue



submitted to her/him by the Employer and the Association, and shall have no authority to make a decision on any other issue not so submitted to her/him. 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 shall submit her/his decision in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely upon the arbitrator's interpretation or application of the express terms of this Agreement and on the facts of the grievance presented. The decision of the arbitrator shall be final.

- 12.5 The fee and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and Association 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.
- 12.6 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 limits 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 Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. If the association does not strike arbitrators within thirty (30) calendar days of receipt of the arbitration panel from the Bureau of Mediation Services, the grievance shall be considered waived. The time limit in Step 4 may be extended at the written request of either the Employer or the Association.
- 12.7 If, as a result of the written Employer response at Step 2, the grievance remains unresolved, and if the grievance involves a suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to arbitration pursuant to this Article, or if available, to a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of this grievance procedure, the grievance is not subject to Step 4.

*An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7<sup>th</sup> Cir.), cert. denied, 506 U.S. 906, 113 S.Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, the italicized portion of this section shall be deleted.*

#### ARTICLE 13. HEALTH PROGRAM

The Employer will provide an annual Mantoux test and/or chest x-ray, whichever is applicable. The Employer will follow all recommendations of the CDC for post-exposure management of blood borne pathogens.

#### ARTICLE 14. INSURANCE

Permanent and probationary full-time employees and part-time employees working at least thirty (30) hours per week are eligible for the following insurance benefits. In no case shall the Employer contribution exceed the actual cost of any of these insurance benefits.

**14.1 Medical:**

- A. The Employer shall establish a medical insurance program subject to the limitations, benefits, and conditions established between the Employer and an insurance carrier. For each insurance-eligible employee who elects single medical coverage, the Employer will contribute up to 100% of the premium for the \$30 co-pay plan, effective May 1, 2017. For each eligible employee who selects family coverage, the Employer will contribute up to \$850 per month. Any additional costs for such coverage shall be paid by the employee through payroll deduction.

Effective May 1, 2017, the 80/20 plan shall no longer be available as a health plan to new employees. Beginning in 2018, the 80/20 plan shall no longer be available.

For employees enrolled in the Minimum Value Plan, the Employer will contribute \$2750 to the HSA for family coverage, and \$2328 for single coverage. The Employer's contribution to the HSA will be paid on a monthly basis over the course of a full year of enrollment on the Minimum Value Plan.

- B. For insurance-eligible Mille Lacs County employees who are legally married to each other and desire family coverage, the Employer will contribute the cost of the lowest priced single medical insurance premium to the employee who is paying the family coverage premium, if the spouse enrolls in the family's plan and waives his/her single coverage.

**14.2 Dental:**

- A. The Employer shall establish a dental insurance program subject to the limitations, benefits, and conditions established between the Employer and an insurance carrier.
- B. For each insurance-eligible employee who selects dental coverage, the Employer will contribute an amount set annually by the County Board. Any additional costs for such coverage shall be paid by the employee through payroll deduction.

**14.3 Life:**

The Employer shall provide a \$15,000 term life insurance policy, and pay in full the cost of the monthly premium, for insurance-eligible employees.

**ARTICLE 15.  
TRAVEL EXPENSES**

- 15.1 Meal and mileage allowance policies as set forth by Resolution of the Board of Commissioners shall apply to employees covered by this Agreement. The County will notify the Minnesota Nurses Association of said changes in a timely manner. This is for the purpose of notification only; this notification period does not change the County's right to implement said changes.

- 15.2 The Employer shall reimburse an employee up to \$250 of his/her motor vehicle insurance collision deductible if the employee is in an accident while using his/her motor vehicle during the course of performing his/her job. This does not include travel to and from work. The employee shall not qualify for this reimbursement if the employee is found to be at-fault in the accident. If the employee took his/her own vehicle, with supervisory approval, the employee

will be eligible for the reimbursement in a not at-fault accident even if a fleet car was available.

**ARTICLE 16.  
LEAVES OF ABSENCE**

16.1 The following paid leaves of absence will be granted:

- a. **Military Leave:** Any employee who is a member of any reserve component of the military forces of the United States or the State of Minnesota shall be granted a leave of absence with pay, not to exceed fifteen (15) scheduled working days in one calendar year when ordered to active duty or training, for such periods as are necessary to the employee's participation in the reserve component. Copies of the military orders requiring leave and a written request for military leave must be submitted to the employee's Supervisor prior to the grant of approval for the leave. This information must be submitted as soon as the employee knows the necessity for such leave. The Supervisor shall forward a copy of this information to the Administrative Services Office and the Payroll Clerk.

All existing state and federal statutes pertaining to the rights of employees on leave of absence for military service are applicable.

- b. **Voting Leave:** Any employee eligible to vote in any state-wide general election or in any election to fill a vacancy in the office of a representative in Congress, will be granted to vote during the forenoon of Election Day. Prior arrangements should be made with the Employer.

16.2 The following leaves of absence will be granted without pay:

- a. **Maternity/Paternity Leave:** Leaves shall be granted to a natural parent for up to six (6) months and may be extended to a maximum of one (1) year by mutual consent between the employee and the Employer. Employees will be required to use their accrued vacation and sick time until they return from leave or until this benefit time is exhausted, except that employees will be allowed to retain up to forty (40) hours of vacation time if they choose to do so.
- b. **Personal Leave:** Requests for unpaid leaves of absence of up to three (3) days may be approved by the department head or supervisor. Any personal leave request of more than three (3) days must be approved by the County Administrator.

16.3 **Jury Duty Leave:**

- a. An employee shall be granted leave with pay for required jury duty. The employee shall provide to their department head a written request for jury duty leave at the earliest possible date.
- b. Compensation while on jury duty shall be the difference between the jury duty pay (minus mileage reimbursement) and the employee's regular compensation for the same period. The employee shall provide a weekly report of jury duty pay, completed by Court Administration, to the Auditor/Treasurer's Office.
- c. Part-time employees shall earn a pro rata jury duty benefit based on their normal workweek.

- d. Employees must return to work if possible when excused by the court during normal working hours.

**ARTICLE 17.  
SENIORITY**

- 17.1 Employees covered by the terms of this Agreement shall have seniority as follows:
- a. Seniority for full-time service shall be credited from the beginning of the employee's full-time service, beginning the date of employment with the Public Health Nursing Service.
  - b. Seniority for part-time employees will be credited from the most recent date of employment with the Employer, computed from hours worked. A permanent part-time employee shall accrue one (1) month of seniority for each 173.3 hours worked with the Public Health Nursing Service.
  - c. Classification seniority for full-time and part-time employees shall be credited from date of placement within a classification.
  - d. An employee who, without interruption of employment with the Employer, transfers from full-time to part-time will be credited with continuous seniority based upon the total number of hours paid since her/his employment.
  - e. Any seniority under this Section shall be credited only from the employee's most recent date of employment with the Employer. A termination of employment shall eliminate seniority for the period of employment which has terminated.
- 17.2 The Employer shall post all vacant positions for no less than five (5) working days.
- 17.3 Classification seniority as provided in this Article shall apply only to layoffs and recall.
- 17.4 If it becomes necessary to lay off employees due to lack of work, financial condition, or other reasons not attributable to employees, such layoff shall take place by laying off the least senior employee in the affected classification. The County will provide ten (10) working days notice to the Union of upcoming layoffs. Recall shall be in inverse order of layoff on the basis of classification seniority. The layoff procedure specified herein shall be followed except in those cases where its operation would prevent patients from receiving appropriate nursing service.
- 17.5 Employees will retain rights of recall for a period not to exceed one (1) year from the date of layoff. It is the responsibility of the employee on layoff status to maintain a current address and phone number with the Administrative Services Office. Notices of recall from layoff shall be sent by the Employer to the last listed address by the employee. An employee who fails to respond within five (5) days shall forfeit any and all rights of recall.
- 17.6 An up-to-date listing of the seniority credited for each employee will be posted by the Employer on or about October 1 of each calendar year and concurrently provided to the Association.

**ARTICLE 18.  
SALARY**

**18.1 Step Placement for New Hires:**

- a. The Employer may place newly hired employees on the salary schedule up to and including Step 4. The Employer and the Association must reach agreement regarding the appropriate step placement beyond Step 4 for newly hired employees. For RN's and PHN's, refer to Section 18.1b.
- b. The Employer may place newly hired RN's and PHN's on the salary schedule up to and including Step 8. The Employer and the Association must reach agreement regarding the appropriate step placement beyond Step 8 for newly hired RN and PHN employees.

**18.2 Salary Schedule:**

- a. Effective 1/1/17, employees shall receive a 2% general adjustment. Step increases shall be granted on the 13<sup>th</sup> payroll for eligible employees
- b. Effective 1/1/18, employees shall receive a 2.25% general adjustment. Step increases shall be granted on the 13<sup>th</sup> payroll for eligible employees.
- c. Effective 1/1/19, employees shall receive a 2.5% general adjustment. Step increases shall be granted on the 13<sup>th</sup> payroll for eligible employees.

**18.3** Effective the day of execution of this Agreement, employees will be paid two dollars and fifty cents (\$2.50) per hour for all on-call duty when assigned.

**18.4** Reclassification Pay. If a job classification is reclassified upward, the employee will be placed on the step in the new salary schedule that provides an increase of at least \$.25 per hour. If the job is reclassified downward, the employee will be placed in the appropriate salary range and when the employee is next eligible for a step adjustment, the employee will move to the next step in the new salary range. If the employee whose job is reclassified downward is at or above the maximum of the new salary range, the employee's rate will be frozen until the new salary range increases above the employee's rate of pay.

**18.5** Attraction/Retention. In the event the County encounters difficulty with respect to attraction/retention in a particular classification, the parties by mutual agreement may negotiate a modified salary schedule for such classification to be included in the collective bargaining agreement. If a new pay scale is negotiated, then all employees in such classification will be placed at the same step of the new pay range as their current step.

**18.6** Call Back Pay. Any employee the PHN Director calls to duty during scheduled off duty time shall be paid for such time at the rate of time and one-half (1 ½) his/her regular rate of pay for a minimum of two (2) hours. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

**ARTICLE 19.  
SEVERANCE PAY**

19.1 Severance pay will be paid out to permanent employees upon retirement, resignation in good standing, resignation due to disability verified by a physician or death of employee.

19.2 Unused Sick Leave: Severance pay is based on the following tenure of continuous years of service:

Beginning of employment through three (3) years	None
Beginning of fourth (4 <sup>th</sup> ) year through tenth (10 <sup>th</sup> ) year	25% of accumulated sick leave
Beginning of eleventh (11 <sup>th</sup> ) year and over	50% of up to 520 hours of accumulated sick leave

19.3 Years of Service. In addition, employees with 10 years or more service shall receive additional severance pay and shall be paid upon termination in good standing one day's pay at prevailing pay scale for each year of service.

**ARTICLE 20.  
WAIVER**

20.1 Except as otherwise provided herein, during the life of this Agreement, the Employer and Association voluntarily and unqualifiedly waive the right to bargain collectively, or the obligation to bargain collectively with respect to this Agreement, unless done by mutual consent.

20.2 Any and all prior agreements, resolutions, practices, policies and rules or regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this Agreement, are hereby superseded.

**ARTICLE 21.  
SAVINGS CLAUSE**

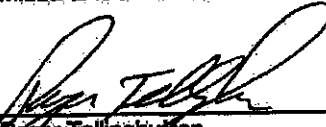
This Agreement is subject to the laws of the United States, the State of Minnesota and the County of Mille Lacs. Any provisions of this Agreement held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided shall be void. All other provisions shall continue in full force and effect.

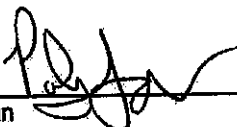
ARTICLE 22.  
DURATION AND RENEWAL

Except as otherwise herein provided, this Agreement will be in full force and effect as of January 1, 2017, until December 31, 2019, and will continue in full force and effect from year to year thereafter unless written notice of desire to change or modify or terminate this Agreement is given by either party in writing to the other party at least one hundred twenty (120) days prior to January 1 of any year, provided both parties will have thirty (30) days after the giving of a notice to change or modify the provisions or terms hereof within which to simultaneously exchange written proposals and counter-proposals. In the case of giving of such notice to change or modify the provisions or terms hereof, this Agreement will continue in full force and effect as aforesaid except as to those provisions or terms respecting which there has been such notice of a desire to change or modify; and the parties further agree to meet and negotiate in good faith regarding any change or modification of provisions or terms so requested by either party. If the parties are unable to agree upon any provisions or terms requested by either party in such notice to the other party, then it will be settled according to the statute.

AGREED to this 2<sup>nd</sup> day of May, 2017, and attested to as the full and complete understanding of the parties for the period of time herein specified by the signatures of the following representatives for the Employer and the Association.

MILLE LACS COUNTY

  
\_\_\_\_\_  
Roger Tellinghuisen  
Chairman of the Board

  
\_\_\_\_\_  
Pat Oman  
County Administrator

Dated: 5/2/17

MINNESOTA NURSES ASSOCIATION

  
\_\_\_\_\_  
Tom Poulos  
MNA Labor Relations

  
\_\_\_\_\_  
Susan Koozman  
MNA Union Steward

Dated: 5/9/17



2017 Payscale  
2% general adjustment over 2016

Grade	MIN	1	2	3	4	5	6	7	8	9	10	11
A	\$ 10.70	\$ 11.16	\$ 11.48	\$ 11.79	\$ 12.10	\$ 12.41	\$ 12.73	\$ 13.04	\$ 13.35	\$ 13.67	\$ 13.97	\$ 14.29
B	\$ 11.42	\$ 11.91	\$ 12.25	\$ 12.59	\$ 12.91	\$ 13.25	\$ 13.59	\$ 13.92	\$ 14.25	\$ 14.59	\$ 14.92	\$ 15.25
C	\$ 12.20	\$ 12.72	\$ 13.08	\$ 13.43	\$ 13.79	\$ 14.15	\$ 14.50	\$ 14.86	\$ 15.22	\$ 15.58	\$ 15.92	\$ 16.28
D	\$ 13.03	\$ 13.58	\$ 13.96	\$ 14.34	\$ 14.72	\$ 15.10	\$ 15.48	\$ 15.86	\$ 16.24	\$ 16.63	\$ 17.00	\$ 17.38
E	\$ 13.90	\$ 14.49	\$ 14.90	\$ 15.31	\$ 15.72	\$ 16.12	\$ 16.52	\$ 16.93	\$ 17.34	\$ 17.75	\$ 18.15	\$ 18.55
F	\$ 14.84	\$ 15.47	\$ 15.91	\$ 16.34	\$ 16.78	\$ 17.21	\$ 17.65	\$ 18.07	\$ 18.50	\$ 18.94	\$ 19.37	\$ 19.81
G	\$ 15.84	\$ 16.52	\$ 16.98	\$ 17.44	\$ 17.91	\$ 18.37	\$ 18.83	\$ 19.30	\$ 19.76	\$ 20.22	\$ 20.69	\$ 21.14
H	\$ 16.91	\$ 17.64	\$ 18.13	\$ 18.63	\$ 19.11	\$ 19.60	\$ 20.10	\$ 20.59	\$ 21.09	\$ 21.58	\$ 22.08	\$ 22.57
I	\$ 18.05	\$ 18.83	\$ 19.35	\$ 19.88	\$ 20.41	\$ 20.93	\$ 21.46	\$ 21.99	\$ 22.51	\$ 23.04	\$ 23.57	\$ 24.09
J	\$ 19.23	\$ 20.05	\$ 20.61	\$ 21.18	\$ 21.74	\$ 22.30	\$ 22.86	\$ 23.42	\$ 23.98	\$ 24.54	\$ 25.10	\$ 25.66
K	\$ 20.47	\$ 21.35	\$ 21.95	\$ 22.55	\$ 23.14	\$ 23.75	\$ 24.34	\$ 24.94	\$ 25.54	\$ 26.13	\$ 26.73	\$ 27.33
L	\$ 21.81	\$ 22.74	\$ 23.38	\$ 24.01	\$ 24.65	\$ 25.29	\$ 25.92	\$ 26.56	\$ 27.19	\$ 27.84	\$ 28.47	\$ 29.11
M	\$ 23.23	\$ 24.21	\$ 24.90	\$ 25.57	\$ 26.25	\$ 26.93	\$ 27.61	\$ 28.28	\$ 28.97	\$ 29.64	\$ 30.32	\$ 31.00
N	\$ 24.74	\$ 25.80	\$ 26.51	\$ 27.23	\$ 27.96	\$ 28.68	\$ 29.41	\$ 30.12	\$ 30.84	\$ 31.57	\$ 32.29	\$ 33.02
O	\$ 26.34	\$ 27.47	\$ 28.23	\$ 29.01	\$ 29.77	\$ 30.55	\$ 31.31	\$ 32.08	\$ 32.85	\$ 33.62	\$ 34.39	\$ 35.16
P	\$ 28.05	\$ 29.25	\$ 30.07	\$ 30.90	\$ 31.71	\$ 32.53	\$ 33.34	\$ 34.17	\$ 34.99	\$ 35.80	\$ 36.63	\$ 37.44
Q	\$ 29.88	\$ 31.15	\$ 32.03	\$ 32.90	\$ 33.77	\$ 34.64	\$ 35.52	\$ 36.39	\$ 37.26	\$ 38.14	\$ 39.00	\$ 39.88
R	\$ 31.81	\$ 33.18	\$ 34.11	\$ 35.04	\$ 35.97	\$ 36.89	\$ 37.82	\$ 38.75	\$ 39.68	\$ 40.62	\$ 41.54	\$ 42.47
S	\$ 33.88	\$ 35.33	\$ 36.32	\$ 37.31	\$ 38.30	\$ 39.29	\$ 40.28	\$ 41.27	\$ 42.26	\$ 43.25	\$ 44.24	\$ 45.23
T	\$ 36.09	\$ 37.64	\$ 38.69	\$ 39.74	\$ 40.79	\$ 41.85	\$ 42.90	\$ 43.95	\$ 45.01	\$ 46.06	\$ 47.11	\$ 48.17
U	\$ 38.43	\$ 40.08	\$ 41.20	\$ 42.32	\$ 43.44	\$ 44.56	\$ 45.69	\$ 46.82	\$ 47.94	\$ 49.06	\$ 50.18	\$ 51.31
V	\$ 40.93	\$ 42.69	\$ 43.88	\$ 45.07	\$ 46.27	\$ 47.46	\$ 48.66	\$ 49.86	\$ 51.05	\$ 52.24	\$ 53.44	\$ 54.64
W	\$ 43.59	\$ 45.46	\$ 46.74	\$ 48.00	\$ 49.28	\$ 50.55	\$ 51.83	\$ 53.10	\$ 54.37	\$ 55.64	\$ 56.92	\$ 58.19
X	\$ 46.42	\$ 48.41	\$ 49.77	\$ 51.12	\$ 52.48	\$ 53.84	\$ 55.19	\$ 56.55	\$ 57.91	\$ 59.26	\$ 60.62	\$ 61.97
Y	\$ 49.44	\$ 51.56	\$ 53.01	\$ 54.45	\$ 55.90	\$ 57.33	\$ 58.78	\$ 60.22	\$ 61.67	\$ 63.11	\$ 64.56	\$ 65.99



Grade	MIN	1	2	3	4	5	6	7	8	9	10	11												
A	\$	10.94	\$	11.41	\$	12.06	\$	12.37	\$	12.69	\$	13.02	\$	13.33	\$	13.65	\$	13.98	\$	14.28	\$	14.61		
B	\$	11.68	\$	12.18	\$	12.87	\$	13.20	\$	13.55	\$	13.90	\$	14.23	\$	14.57	\$	14.92	\$	15.26	\$	15.59		
C	\$	12.47	\$	13.01	\$	13.73	\$	14.10	\$	14.47	\$	14.83	\$	15.19	\$	15.56	\$	15.93	\$	16.28	\$	16.65		
D	\$	13.32	\$	13.89	\$	14.27	\$	14.66	\$	15.05	\$	15.44	\$	15.83	\$	16.22	\$	16.61	\$	17.00	\$	17.38	\$	17.77
E	\$	14.21	\$	14.82	\$	15.24	\$	15.65	\$	16.07	\$	16.48	\$	16.89	\$	17.31	\$	17.73	\$	18.15	\$	18.56	\$	18.97
F	\$	15.17	\$	15.82	\$	16.27	\$	16.71	\$	17.16	\$	17.60	\$	18.05	\$	18.48	\$	18.92	\$	19.37	\$	19.81	\$	20.26
G	\$	16.20	\$	16.89	\$	17.36	\$	17.83	\$	18.31	\$	18.78	\$	19.25	\$	19.73	\$	20.20	\$	20.67	\$	21.16	\$	21.62
H	\$	17.29	\$	18.04	\$	18.54	\$	19.05	\$	19.54	\$	20.04	\$	20.55	\$	21.05	\$	21.56	\$	22.07	\$	22.58	\$	23.08
I	\$	18.46	\$	19.25	\$	19.79	\$	20.33	\$	20.87	\$	21.40	\$	21.94	\$	22.48	\$	23.02	\$	23.56	\$	24.10	\$	24.63
J	\$	19.66	\$	20.50	\$	21.07	\$	21.66	\$	22.23	\$	22.80	\$	23.37	\$	23.95	\$	24.52	\$	25.09	\$	25.66	\$	26.24
K	\$	20.93	\$	21.83	\$	22.44	\$	23.06	\$	23.66	\$	24.28	\$	24.89	\$	25.50	\$	26.11	\$	26.72	\$	27.33	\$	27.94
L	\$	22.30	\$	23.25	\$	23.91	\$	24.55	\$	25.20	\$	25.86	\$	26.50	\$	27.16	\$	27.80	\$	28.47	\$	29.11	\$	29.76
M	\$	23.75	\$	24.75	\$	25.46	\$	26.15	\$	26.84	\$	27.54	\$	28.23	\$	28.92	\$	29.62	\$	30.31	\$	31.00	\$	31.70
N	\$	25.30	\$	26.38	\$	27.11	\$	27.84	\$	28.59	\$	29.33	\$	30.07	\$	30.80	\$	31.53	\$	32.28	\$	33.02	\$	33.76
O	\$	26.93	\$	28.09	\$	28.87	\$	29.66	\$	30.44	\$	31.24	\$	32.01	\$	32.80	\$	33.59	\$	34.38	\$	35.16	\$	35.95
P	\$	28.68	\$	29.91	\$	30.75	\$	31.60	\$	32.42	\$	33.26	\$	34.09	\$	34.94	\$	35.78	\$	36.61	\$	37.45	\$	38.28
Q	\$	30.55	\$	31.85	\$	32.75	\$	33.64	\$	34.53	\$	35.42	\$	36.32	\$	37.21	\$	38.10	\$	39.00	\$	39.88	\$	40.78
R	\$	32.53	\$	33.93	\$	34.88	\$	35.83	\$	36.78	\$	37.72	\$	38.67	\$	39.62	\$	40.57	\$	41.53	\$	42.47	\$	43.43
S	\$	34.64	\$	36.12	\$	37.14	\$	38.15	\$	39.16	\$	40.17	\$	41.19	\$	42.20	\$	43.21	\$	44.22	\$	45.24	\$	46.25
T	\$	36.90	\$	38.49	\$	39.56	\$	40.63	\$	41.71	\$	42.79	\$	43.87	\$	44.94	\$	46.02	\$	47.10	\$	48.17	\$	49.25
U	\$	39.29	\$	40.98	\$	42.13	\$	43.27	\$	44.42	\$	45.56	\$	46.72	\$	47.87	\$	49.02	\$	50.16	\$	51.31	\$	52.46
V	\$	41.85	\$	43.65	\$	44.87	\$	46.08	\$	47.31	\$	48.53	\$	49.75	\$	50.98	\$	52.20	\$	53.42	\$	54.64	\$	55.87
W	\$	44.57	\$	46.48	\$	47.79	\$	49.08	\$	50.39	\$	51.69	\$	53.00	\$	54.29	\$	55.59	\$	56.89	\$	58.20	\$	59.50
X	\$	47.46	\$	49.50	\$	50.89	\$	52.27	\$	53.66	\$	55.05	\$	56.43	\$	57.82	\$	59.21	\$	60.59	\$	61.98	\$	63.36
Y	\$	50.55	\$	52.72	\$	54.20	\$	55.68	\$	57.16	\$	58.62	\$	60.10	\$	61.57	\$	63.06	\$	64.53	\$	66.01	\$	67.47



2019 Payscale  
2.5% general adjustment over 2018

Grade	MIN	1	2	3	4	5	6	7	8	9	10	11												
A	\$	11.21	\$	11.70	\$	12.03	\$	12.36	\$	12.68	\$	13.01	\$	13.35	\$	13.66	\$	13.99	\$	14.33	\$	14.64	\$	14.98
B	\$	11.97	\$	12.48	\$	12.84	\$	13.19	\$	13.53	\$	13.89	\$	14.25	\$	14.59	\$	14.93	\$	15.29	\$	15.64	\$	15.98
C	\$	12.78	\$	13.34	\$	13.70	\$	14.07	\$	14.45	\$	14.83	\$	15.20	\$	15.57	\$	15.95	\$	16.33	\$	16.69	\$	17.07
D	\$	13.65	\$	14.24	\$	14.63	\$	15.03	\$	15.43	\$	15.83	\$	16.23	\$	16.63	\$	17.03	\$	17.43	\$	17.81	\$	18.21
E	\$	14.57	\$	15.19	\$	15.62	\$	16.04	\$	16.47	\$	16.89	\$	17.31	\$	17.74	\$	18.17	\$	18.60	\$	19.02	\$	19.44
F	\$	15.55	\$	16.22	\$	16.68	\$	17.13	\$	17.59	\$	18.04	\$	18.50	\$	18.94	\$	19.39	\$	19.85	\$	20.31	\$	20.77
G	\$	16.61	\$	17.31	\$	17.79	\$	18.28	\$	18.77	\$	19.25	\$	19.73	\$	20.22	\$	20.71	\$	21.19	\$	21.69	\$	22.16
H	\$	17.72	\$	18.49	\$	19.00	\$	19.53	\$	20.03	\$	20.54	\$	21.06	\$	21.58	\$	22.10	\$	22.62	\$	23.14	\$	23.66
I	\$	18.92	\$	19.73	\$	20.28	\$	20.84	\$	21.39	\$	21.94	\$	22.49	\$	23.04	\$	23.60	\$	24.15	\$	24.70	\$	25.25
J	\$	20.15	\$	21.01	\$	21.60	\$	22.20	\$	22.79	\$	23.37	\$	23.95	\$	24.55	\$	25.13	\$	25.72	\$	26.30	\$	26.90
K	\$	21.45	\$	22.38	\$	23.00	\$	23.64	\$	24.25	\$	24.89	\$	25.51	\$	26.14	\$	26.76	\$	27.39	\$	28.01	\$	28.64
L	\$	22.86	\$	23.83	\$	24.51	\$	25.16	\$	25.83	\$	26.51	\$	27.16	\$	27.84	\$	28.50	\$	29.18	\$	29.84	\$	30.50
M	\$	24.34	\$	25.37	\$	26.10	\$	26.80	\$	27.51	\$	28.23	\$	28.94	\$	29.64	\$	30.36	\$	31.07	\$	31.78	\$	32.49
N	\$	25.93	\$	27.04	\$	27.79	\$	28.54	\$	29.30	\$	30.06	\$	30.82	\$	31.57	\$	32.32	\$	33.09	\$	33.85	\$	34.60
O	\$	27.60	\$	28.79	\$	29.59	\$	30.40	\$	31.20	\$	32.02	\$	32.81	\$	33.62	\$	34.43	\$	35.24	\$	36.04	\$	36.85
P	\$	29.40	\$	30.66	\$	31.52	\$	32.39	\$	33.23	\$	34.09	\$	34.94	\$	35.81	\$	36.67	\$	37.53	\$	38.39	\$	39.24
Q	\$	31.31	\$	32.65	\$	33.57	\$	34.48	\$	35.39	\$	36.31	\$	37.23	\$	38.14	\$	39.05	\$	39.98	\$	40.88	\$	41.80
R	\$	33.34	\$	34.78	\$	35.75	\$	36.73	\$	37.70	\$	38.66	\$	39.64	\$	40.61	\$	41.58	\$	42.57	\$	43.53	\$	44.52
S	\$	35.51	\$	37.02	\$	38.07	\$	39.10	\$	40.14	\$	41.17	\$	42.22	\$	43.26	\$	44.29	\$	45.33	\$	46.37	\$	47.41
T	\$	37.82	\$	39.45	\$	40.55	\$	41.65	\$	42.75	\$	43.86	\$	44.97	\$	46.06	\$	47.17	\$	48.28	\$	49.37	\$	50.48
U	\$	40.27	\$	42.00	\$	43.18	\$	44.35	\$	45.53	\$	46.70	\$	47.89	\$	49.07	\$	50.25	\$	51.41	\$	52.59	\$	53.77
V	\$	42.90	\$	44.74	\$	45.99	\$	47.23	\$	48.49	\$	49.74	\$	50.99	\$	52.25	\$	53.51	\$	54.76	\$	56.01	\$	57.27
W	\$	45.68	\$	47.64	\$	48.98	\$	50.31	\$	51.65	\$	52.98	\$	54.33	\$	55.65	\$	56.98	\$	58.31	\$	59.66	\$	60.99
X	\$	48.65	\$	50.74	\$	52.16	\$	53.58	\$	55.00	\$	56.43	\$	57.84	\$	59.27	\$	60.69	\$	62.10	\$	63.53	\$	64.94
Y	\$	51.81	\$	54.04	\$	55.56	\$	57.07	\$	58.59	\$	60.09	\$	61.60	\$	63.11	\$	64.64	\$	66.14	\$	67.33	\$	69.16