

Aitkin County Board of Commissioners  
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date:  
12/09/2013

Via: Patrick Wussow, County Administrator

From: Patrick Wussow, County Administrator / Bobbie Danielson, HR Manager

Title of Item: 2011-2013 Nurses Settlement & Transfer to Non-union Group

Requested Meeting Date: 12/17/2013 Est. Time: 5 minutes

Presenter: Patrick Wussow or Bobbie Danielson

**Type of Action Requested** (check all that apply)

- For info only, no action requested
- For discussion only with possible future action
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute \_\_\_\_\_
- Approve under Consent Agenda
- Adopt Ordinance Revision
- Approve/adopt proposal by resolution (attach draft resolution)
- Other (please list) \_\_\_\_\_

**Fiscal Impact** (check all that apply)

- Is this item in the current approved budget? Yes \_\_\_\_\_ No \_\_\_\_\_ (attach explanation) \*Patrick/budget detail
- What type of expenditure is this?  Operating  Capital  Other (attach explanation)
- Revenue line account # that funds this item is: \_\_\_\_\_
- Expenditure line account # for this item is: \_\_\_\_\_

**Staffing Impact** (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected.  Yes  No
- Applicable job description(s) may require revision.  Yes  No
- Item may impact a bargaining unit agreement or county work policy.  Yes  No
- Item may change the department's authorized staffing level.  Yes  No

BJD
HR Review

**Supporting Attachment(s)**

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) \_\_\_\_\_


Provide (1) copy of supporting documentation **NO LATER THAN Wednesday at Noon** to make the Board's agenda for the following Tuesday. (If your packet contains colored copies, please provide (4) paper copies of supporting documentation as we do not have a color printer or copier.) Items **WILL NOT** be placed on the Board agenda unless complete documentation is provided for the Board packets.

# AITKIN COUNTY HUMAN RESOURCES

**Bobbie Danielson, HR Manager**  
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**Nicole Visnovec, HR Specialist**  
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To: Aitkin County Commissioners

From: Patrick Wussow, County Administrator  
Bobbie Danielson, HR Manager 

Date: December 9, 2013

Subject: Nurses 2011-2013 Settlement and Transfer to Non-union Group

## Background Information

The Nurses are in a meet and confer non-union group consisting of five employees. The Nurses and County Administration are interested in transferring the nurses to the S&P group and eliminating what has been referred to as the "Agreement between Aitkin County Board of Commissioners and Aitkin County Public Health Nurses" – copy attached, which was last adopted in June 2008. This will be a gradual conversion as outlined on the attached sheet, with the "Nurses Agreement" becoming partially void December 31, 2010 and fully void December 31, 2013. It is understood that staff will be covered under one provision, not both, during the transition process and that the conversion to PTO will be effective January 1, 2014, and not retroactive.

Health insurance benefits contained in both are identical.

## Action Requested

Motion to authorize the Nurses gradual transfer to the S&P group, starting January 1, 2011, with the conversion being fully implemented January 1, 2014, as outlined in the attached summary. (Note: S&P is proposed to be renamed to "Non-union Compensation Guidelines" 1/1/2014 on this same agenda.)

\* includes  
authorizing  
Chair + Admin.  
to sign letter  
of intent.  
copy attached.

**HIGHLIGHTS OF CONVERSION FROM THE “NURSES AGREEMENT” TO THE “S&P COMPENSATION GUIDELINES” (NOTE: NAME OF S&P IS PROPOSED TO CHANGE TO “NON-UNION COMPENSATION GUIDELINES”)**

On January 1, 2011, Anniversary dates for Erin Melz, Naomi Larson, Jan West, and Mona Peterson will change to January 1<sup>st</sup>.

On January 1, 2014, the anniversary date for Bonnie Carlson will change to January 1<sup>st</sup>.

January 1, 2011: Erin Melz, Naomi Larson, Jan West and Mona Peterson will not receive step increases in the year 2011. In lieu of step increases, the above named nurses will be given a base pay merit increase of 1.8%.

January 1, 2012: Erin Melz, Naomi Larson, Jan West and Mona Peterson will not receive step increases in the year 2012. In lieu of step increases, the above named nurses will be given a base pay merit increase of 1.8%.

January 1, 2013: Erin Melz, Naomi Larson, Jan West and Mona Peterson will not receive step increases in the year 2013. In lieu of step increases, the above named nurses will be given a base pay merit increase of 1.8%.

Bonnie Carlson was hired November 13, 2012 at step 2 \$20.82 per hour. She will remain at that rate until November 13, 2013 and then advance to \$21.79 per hour.

The PTO provision of the S&P Compensation guidelines will not apply to nurses during 2011-2013. Nurses have worked under the 2008-2010 Nurses Agreement for 2011, 2012, and most of 2013, and have received vacation and sick leave in accordance with that Agreement. The parties are not interested in implanting PTO retroactively. The nurses unused sick leave on account will be transferred to a Sick Bank (up to 720 hours max) and unused vacation leave on account will be transferred to a PTO Bank (up to 272 hours max), effective January 1, 2014. The nurses will begin to accrue and use PTO time based on the Salaried & Professional compensation guidelines effective January 1, 2014.

The nurses unused 2013 personal leave on account can be used through December 31, 2013. It does not carryover to 2014.

The nurses unused comp time on account as of December 31, 2013, will be paid out to them at time and one-half (1 ½). PHN's have been classified as FLSA exempt employees and this shall be implemented on January 1, 2014.

The “Nurses Agreement” becomes partially void December 31, 2010, end of day, and fully null and void end of day, December 31, 2013. Staff will be covered under one provision, not both, during the transition process.

## **Letter of Intent Non-exempt to Exempt PHN FLSA Classification**

This Letter of Intent is to outline the understanding between the County and Nurses concerning their transition from a non-exempt to exempt FLSA classification, effective January 1, 2014.

WHEREAS, the Nurse are in a meet and confer non-union group consisting of five employees and the Nurses and County Administration are interested in transferring the nurses to the S&P group and eliminating what has been referred to as the “Agreement between Aitkin County Board of Commissioners and Aitkin County Public Health Nurses”; and

WHEREAS, a FLSA study was recently completed classifying the Public Health Nurse position as exempt; and

WHEREAS, the Nurses were previously considered non-exempt and have been earning time and half overtime; and

WHEREAS, exempt job classifications are typically not eligible to earn time and half overtime; and

WHEREAS, the County intends to propose an Open Range style pay scale when the new job classification system is implemented that will provide higher minimums and less years to a higher maximum for the PHN job classification and that is intended to satisfy “in lieu of” the overtime pay lost in the conversion from non-exempt to exempt, and it is anticipated the new scale will be implemented by January 1, 2015.

NOW THEREFORE, it is agreed that if the Open Range style pay scale as described in the paragraph above is not implemented by January 1, 2015, that all incumbents in the Public Health Nurse job classification will be eligible for a \$0.50 per hour adjustment on January 1, 2015, intended to off-set overtime earnings. (If a settlement is reached after January 1, 2015, but made retroactive to January 1, 2015, the \$0.50 will remain intact for employees in the PHN job classification and will not be subtracted when retro pay is calculated.)

This Letter of Intent constitutes the complete and total agreement regarding this matter.

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Mark Wedel, Chairman

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Patrick Wussow, Administrator

Date: December 17, 2013

Compensation Guidelines 1/1/2014 - 12/31/2014

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or conditions of employment negotiated with an individual employee prior to this contract, or as a condition of employment, shall be in addition to the rights and benefits covered by these guidelines.

PROBATIONARY PERIOD

All newly hired or promoted employees will be on a probationary period for six (6) calendar months unless specified otherwise by statute. Employment may be terminated for any reason during this period.

CONTINUING EDUCATION

Continuing education will be established in conjunction with the individual's Performance Appraisal and utilized to improve performance in the current position and employee for advancement within County Government. This will be in addition required to maintain licenses and certifications. Training expenses may be paid outlined below.

EDUCATIONAL TUITION

The cost of participation in formalized courses of study will be reimbursed to an employee with permanent status in the amount equal to one-third (1/3) of the tuition cost per credit hour.

1. That the employee satisfactorily completes the course and receives a Pass/No Pass course, or at least a "C" in an A-F course.
2. That the employee remains in the employment of Aitkin County for equivalent to the length of the course following completion of the course
3. That the course be approved by the County Board prior to taking the course
4. It shall be noted that the cost of "tuition" is covered; this does not include assessed administrative fees.

*AS agreed to  
w/ Nurses to  
delete from Staff.  
Does not  
apply to  
PHNs.*

SICK LEAVE

Sick leave benefits are intended solely to provide income protection in the event of illness or injury of an employee or family member; family member as defined in the Family Medical Leave Act. Employees are allowed to accumulate up to a maximum of 720 hours (90 working days) of sick leave. Upon separation, employees shall not be paid for any unused sick leave.

Deleted: Full time employees who were hired prior to January 1, 2005 shall receive 480 hours (60 working days) as a sick leave bank that can be used immediately.

LONG TERM DISABILITY

The County shall provide Long Term Disability Insurance for all full-time employees covered by these guidelines based on current salaries. Said insurance shall take effect for new employees upon completion of the Probationary Period. LTD monthly premiums will be paid by the employees via payroll deduction.

Compensation Guidelines 1/1/2014 – 12/31/2014

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Deleted: 3

RECLASSIFICATION PAY

A FLSA non-exempt employee whose job classification is upgraded will be placed in the new pay range that results in at least a \$0.75 per hour increase. A FLSA exempt employee whose job classification is upgraded will be placed in the new pay range that results in at least a \$1,560.00/year increase (pro-rated if reclassification occurs mid-year).

WORK HOURS

The normal hours of work for all employees are eight (8) hours per day and forty (40) hours per week. It is expected that all staff will provide service necessary to carry out the functions of their position. This includes weekends and nights as required.

Deleted: salaried and professional

Exempt employees are those who are exempt from the overtime and minimum wage requirements of the FLSA. Exempt employees are not eligible for overtime compensation or accrual of compensatory time.

All non-exempt employees are eligible for overtime compensation at the rate of one and one-half (1-1/2) times their regular base wage for hours worked in excess of forty (40) hours per work week. All overtime hours must be approved in advance by the Supervisor.

Flexible hours for non-exempt staff may be arranged with the Supervisor. This may include four 10-hour days or some other combination of hours within the workweek.

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HOLIDAYS

Full-time (probationary and non-probationary) employees shall be entitled to tl eight (8) hour holidays:

- |                           |                    |
|---------------------------|--------------------|
| New Year's Day            | Martin Luther King |
| President's Day           | Memorial Day       |
| 4th of July               | Labor Day          |
| Veteran's Day             | Thanksgiving Day   |
| Friday after Thanksgiving | Christmas Day      |

When any of the above named holidays fall on a Sunday, the following day shall be the holiday. When the holiday falls on a Saturday, it shall be observed on the previous day.

Part-time (probationary and non-probationary) employees employed 20 or more on average shall be entitled to holiday pay on a pro-rated basis.

LLCC non-exempt employees who are required to work on any of these holiday time and one half (1 1/2) rates in addition to their base wage.

*AS agreed to w/nurses to include in "S+P"*

APPENDIX B  
JOB CLASSIFICATIONS

JOB TITLE	HAY GRADE	Deleted: FLSA STATUS
ADMINISTRATIVE ASSISTANT (SB)	H	
DEPUTY AUDITOR / PAYROLL TECHNICIAN	O	
CONFIDENTIAL SECRETARY, SHERIFF'S OFFICE	O	
MAINTENANCE SUPERVISOR (BT)	O	
COMPUTER SPECIALIST	O	
ADMINISTRATIVE ASSISTANT	O	
CRIME VICTIM COO	O	
OFFICE SUPPORT S	O	
COMPLIANCE OFF	O	
HUMAN RESOURCI	N	
ACCOUNTANT, RC	N	
ASST. HWY. MAINI	M	
ENVIRONMENTAL	M	
FINANCIAL ASST/E	M	
HSOATS SUPERVISO	M	
HEALTH EDUCATO	M	
OFFICE MANAGER	M	
VETERAN SERVICE	M	
HWY MAINTENEN	M	
ASST. COUNTY ASS	L	
ASST. LAND COMM	L	
ASST. ZONING ADM	L	
ECONOMIC DEVELO	L	
FINANCIAL SUPERV	L	
GIS COORDINATOR	L	
HUMAN RESOURCES	L	
INSTRUCTION COOR	L	
LAND SURVEY COO	L	
TDIRECTOR	L	
PROJECT MANAGER	L	
ROBIC HEALTHNURSE	L	
PUBLIC HEALTH SUPERVISOR	L	
SOCIAL SERVICE SUPERVISOR	L	
BUSINESS & MARKETING MANAGER, LLCC	K	
SUPPORT & COLLECTIONS SPEC	K	
ASSISTANT COUNTY ATTORNEY	J	
ASSISTANT COUNTY ENGINEER	J	
COUNTY ASSESSOR	J	
ENVIRONMENTAL SERVICE DIRECTOR	J	
LAND COMMISSIONER (MJ)	J	
SR ASSISTANT COUNTY ATTORNEY (LR)	H	
COUNTY ENGINEER (JW)	H	
PHHS DIRECTOR (TB)	H	
LLCC ADMINISTRATIVE COORDINATOR	P	
LLCC MAINTENANCE CUSTODIAN, PART-TIME (SB)	P	
LLCC MAINTENANCE COORDINATOR (DC)	P	
LLCC INSTRUCTOR, NATURALIST, PT & FT (EXCLUDES SEASONAL EMPLOYEES, TEMPS, AND SUBSTITUTES)	Q	
LLCC COOK	Q	
LLCC FOOD SERVICE COORDINATOR	Q	
	T	
	P	

PHN added  
b "S+P"



Deleted: See T. Burke individual contract.

Deleted: withdrew from the S&P group

E = Exempt  
N = Non-exempt  
\* indicates individuals who have an individual contract.

**AGREEMENT**

**between**

**AITKIN COUNTY BOARD OF COMMISSIONERS**

**and**

**AITKIN COUNTY  
PUBLIC HEALTH NURSES**

**JANUARY 1, 2008 - DECEMBER 31, 2010**



AITKIN COUNTY PUBLIC HEALTH NURSES 2008-2010 AGREEMENT

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# AITKIN COUNTY PUBLIC HEALTH NURSES 2008-2010 AGREEMENT

## **AGREEMENT**

Entered into by and between the Aitkin County Board of Commissioners, hereinafter referred to as the "Board" and the Public Health Nurses, hereinafter referred to as the "employees".

This agreement shall continue in full force and effect from January 1, 2008 to December 31, 2010, and from year to year thereafter unless either party hereto shall give notice sixty (60) days prior to the annual expiration date of a desire to terminate or amend said agreement.

## **PURPOSE**

It is the intent and purpose of the parties hereto that this Agreement shall promote and ensure a spirit of confidence and cooperation between the Board and its employees, set forth the general policy of the Board on personnel and procedure, and establish uniform and equitable rates of pay and hours of work.

Race, creed, color, sex, age, disability, religious or political belief sexual orientation, or other factors not pertinent to performance, shall not be considered in hiring, placement, promotion, salary determination or other terms of employment.

## **SALARY**

Effective January 1, 2008, there will be a general adjustment of 3.0 percent to the County wage schedule. Each employee will receive their appropriate step increase (if applicable) and placement on their anniversary date. In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range.

Effective January 1, 2009, there will be a general adjustment of 3.0 percent to the County wage schedule. Each employee will receive their appropriate step increase (if applicable) and placement on their anniversary date. In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range.

Effective January 1, 2010, there will be a general adjustment of 3.0 percent to the County Hay Compensation wage schedule. Each employee will receive their appropriate step increase (if applicable) and placement on their anniversary date. In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range.

## **HOURS OF WORK**

The regular workweek for full time professional staff shall be 40 hours. A normal workweek shall be five (5) eight (8) hour days. At the discretion of the Director, a professional employee may work a flexible schedule such as four (4) ten (10) hour days. The agency may also employ professional staff on a part-time basis. It is expected that all full and part-time professional staff will provide professional nursing service beyond the regular forty (40) hours per week or regular part-time employment when necessary to carry out the functions of the agency. This includes weekends

AITKIN COUNTY PUBLIC HEALTH NURSES 2008-2010 AGREEMENT

and nights as required. Every effort will be made to keep overtime to a minimum. Hours in excess of forty (40) hours per workweek shall be compensated at a rate of time and one-half (1.5). Overtime hours must be approved by the Director.

At the discretion of the Director, all employees shall be permitted compensatory time off for hours worked in excess of forty (40) hours in any one (1) week at the rate of time and one-half (1 ½ ) subjects to following provisions: a) employees must obtain prior approval from their supervisor for accrual off compensatory time off in lieu of overtime pay; b) use of compensatory time is subject to the prior approval of the employee's supervisor and the needs of the department; and c) the maximum compensatory time accrual shall be twenty-four (24) hours.

**ORIENTATION**

All professional staff will be oriented to the Health & Human Services Department according to policies established. All newly hired employees shall serve a six (6) (1040 hours) month probationary period of continuous service. Benefits shall start accruing from the date of hire. Probationary employees shall be subject to dismissal for any reason without recourse to the grievance procedure.

**VACATION**

Vacation benefits shall be accrued based on the following table:

<u>Completed Years of Service</u>	<u>Rate of Accumulation Vacation Days per Month</u>	<u>Annual equivalent Days of Vacation</u>
0	1	12
3	1.25	15
5	1.5	18
10	1.75	21
15	2	24

Vacation may be accrued up to a maximum of 24 days (192 hours). Overage is lost. All part-time staff will be granted vacation on a pro-rated basis. Probationary employees shall earn vacation, but may not use it during the probationary period.

**HOLIDAYS**

New Year's Day	Martin Luther King Day	President's Day
Memorial Day	4th of July	Labor Day
Veteran's Day	Thanksgiving Day	Friday after Thanksgiving
Christmas Day		

All part-time professional staff shall be entitled to paid holidays on a pro-rated basis.

**HEALTH INSURANCE**

Health insurance coverage will be provided in accordance with the County's insurance policy. The employee and employer contributions shall be calculated

AITKIN COUNTY PUBLIC HEALTH NURSES 2008-2010 AGREEMENT  
in the same manner as defined in the agreement between Aitkin County and  
AFSCME Council 65.

Effective January 1, 2008, the County's VEBA account contributions shall be made quarterly as part of the first warrant cycle of the quarter. In the event that an employee leaves employment for any reason other than death, the employee shall be required to reimburse the County for the VEBA contribution prorated on a quarterly basis for any full quarter that remains. The County shall have the right to deduct this amount from the employee's final paycheck.

If an employee has eligible expenses that exceed the County's year to date deductible contribution, the employee may request advance payment up to the remainder allocation for the plan year.

#### **FRINGE BENEFITS**

All professional staff shall be eligible for County Fringe Benefits. This includes Social Security, Public Employees Retirement Association, Worker's Compensation, and Liability Insurance. All professional staff who are employed for thirty (30) hours or more per week shall be eligible for the County Group Health Insurance and Life Insurance. Professional staff employed less than forty (40) hours per week shall have all Paid Leaves, pro rated based on forty (40) hours.

#### **PAID LEAVES**

##### SICK LEAVE

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. Sick leave is hereby defined to mean the absence of an employee because of illness of the employee or his/her spouse, parent, step parent, child(ren), or step child(ren) requiring the attendance of such employee. The Director's, at his/her discretion, may require a doctor's signed statement showing the nature of an illness or injury causing an absence.

Sick leave shall be accrued at a rate of one day (8 hours) per month for regular full-time employees. All part-time professional staff will earn sick leave on a prorated basis where full time equivalency is 2080 hours . Unused sick leave shall be accumulated to one hundred twenty (120) working days (960 hours). Sick leave records will be recorded with the employee's time record.

Employees may utilize the Severance Pay set aside as Sick Leave only after using all available sick leave.

##### PERSONAL LEAVE

All regular full-time professional staff shall be entitled to four (4) days (32 hours) personal leave with pay per year based on the calendar year. This shall not be accrued. All personal leave time will be given at the Director's/Supervisor's discretion and with appropriate prior notice. All personal leave shall be void the day notice of termination is given.

## AITKIN COUNTY PUBLIC HEALTH NURSES 2008-2010 AGREEMENT

Personal leave days shall be granted on a pro-rated basis where full time equivalency is 2080 hours.

### JURY DUTY

The County will pay employees full, regular salary, and benefits while serving time on jury duty. Employees must reimburse County per diem salary paid for jury duty. If employee is excused from jury duty, and not on vacation or leave, employee shall report back to work and suffer no loss in pay for the day. Employees shall keep expenses reimbursed to them by the court for jury duty services.

### FUNERAL LEAVE

A maximum of three (3) days (24 hours) leave without loss of pay will be allowed when death occurs in a regular full time employee's family, which shall be construed to mean husband, wife, son, daughter, step child, father, mother, step parent, sister, brother, step sibling, sister-in-law, brother-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents, and grandchildren. Two (2) additional days may be allowed when necessary, subject to the approval of the Director's. A maximum of five (5) days per year leave with pay shall be granted in case of a death of spouse or child. Additional time, if needed, may be allowed by the Employer, but such additional time in excess of the five (5) days provided above shall be charged against the employee's sick leave.

Funeral leave days shall be granted on a pro-rated basis where full time equivalency is 2080 hours.

## **UNPAID LEAVES**

### FAMILY AND MEDICAL LEAVE

Family Medical Leave shall be granted in accordance with legal mandates and Aitkin County Policy. (See attached Aitkin County Resolution #93-88).

### LEAVE OF ABSENCE

An employee requesting a leave of absence shall apply for same in writing to the County Board for their approval. The request shall include the length of leave requested and the reason for said leave. Approval of the leave of absence by the Board shall be considered at the next regularly held Board meeting after the leave of absence request is made so as to not jeopardize employee's tenure under P.E.R.A. Employees who are on leave of absence shall receive no pay or benefits as apply to sick leave, holidays, vacations, etc. but shall accrue seniority for a period of thirty (30) days only.

Temporary employees may be used to fill in for employees who are on an authorized leave of absence. Such employees shall be notified that the position they are filling is of a temporary nature and will cease upon the return of the individual who is on the leave of absence.

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**EDUCATION**

All employees will be allowed four (4) days (32 hours) and \$150.00 per calendar year to attend continuing education classes per the Director's discretion and approval. This excludes mandatory education (i.e. Medicare, PAS, EPS, WIC, etc.). Travel time for workshops is compensated as defined by law and county policy.

The cost of participation in formalized courses of study will be reimbursed to an employee who has permanent status in the amount equal to one-third (1/3) of the tuition cost provided:

1. That the course is germane to the duties of the employee's job.
2. That the employee satisfactorily completes the course and received either a "P" in a Pass/No Pass course, or at least a "B" in an A-F course.
3. That the employee remains in the employment of Aitkin County for one (1) year following completion of the course.
4. That the course be recommended by the Director's/Supervisor's and approved by the County Board prior to taking the course.

A maximum leave without pay for two (2) years may be granted for educational purposes after two or more years of employment. In order to qualify for such leave, the professional staff must be a full-time student at a college or university working toward a health related degree.

**CASELOAD**

The agency shall employ sufficient personnel so that the size of the caseload of each nurse will permit maintenance of quality nursing care. The determination of a manageable caseload will be affected by the objectives of the agency, the service offered, the nursing needs of the population being served, the size, and other characteristics of the geographical area assigned to each nurse.

**DISCIPLINARY ACTION**

The first notice of a complaint, problem, or concern shall be handled informally and orally by the Director. If the problem is not corrected within a specified period of time, then a written reprimand shall be issued.

This shall be documented and kept in the employee's personnel file. This document should include the employee's name, a description of the problem, specified changes desired and subsequent discipline should no change occur.

A space must be provided for rebuttal by the employee. The supervisor and employee shall sign this document. The employee shall receive, by hand delivery, a copy of this document.

**GRIEVANCE PROCEDURE**

A grievance may be filed when the affected employee takes issue with a written reprimand or any disciplinary action greater than a written reprimand. Grievances of the professional staff shall be submitted in writing to the Director. All grievances must be filed with the Director within ten (10) working days of the hand delivery of the written notice of the disciplinary action, suspension or termination to the employee.

AITKIN COUNTY PUBLIC HEALTH NURSES 2008-2010 AGREEMENT

Grievance shall be heard and considered by the County Commissioners no more than thirty (30) days after the filing of the

grievance. If either party calls in a representative, the other party must be notified seventy-two (72) hours prior to the meeting. A majority decision of the Aitkin County Commissioners shall be final and binding upon both parties and such decision shall be rendered in writing within thirty (30) days after the grievance hearing.

**LAYOFF**

Layoffs shall be made in the reverse order of seniority. The County, in any case, reserves the right to retain any nurse with less seniority, provided no senior nurse possesses the proper qualifications or experience to perform his/her duties as determined by the County.

**TERMINATION**

If termination of employment is initiated, either by Aitkin County Health & Human Services or by the employee, at least one-month notice shall be given. Earned vacation can not be taken after notice is given, but will be paid at the end of this month.

An employee may be temporarily suspended or immediately terminated by the Director for just cause. The employee shall be notified of the action and the reason in writing at the time of the suspension or termination. If the non-probationary employee feels that he or she has been suspended or terminated without just cause or that the period of suspension was unwarranted, the employee shall have the right to appeal under the grievance procedure, provided that objection is made in writing with ten (10) working days of written notice of the suspension or termination. If it is determined the suspension or the termination was without just cause, the County Commissioners shall order the appropriate remedial action.

Minnesota 34668 requires that employees that provide direct home care services have not been convicted of a disqualifying crime. As a condition of employment by the Agency, all members of the Professional Staff shall inform the Agency in writing of any criminal convictions in any jurisdiction (including all pleas of guilty) other than minor traffic offenses, of which they are convicted. Conviction of a disqualifying crime is grounds for immediate termination.

AITKIN COUNTY PUBLIC HEALTH NURSES 2008-2010 AGREEMENT

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

*[Handwritten signature]*  
MADE W F D

Chairperson of the Aitkin County Board  
of Commissioners

Date

*[Handwritten signature]*  
C. H. H. H.

Aitkin County Human Resources Manager

*6-11-08*

Date

*[Handwritten signature]*  
Naomi Larson, PHN

Nurse Negotiator  
Aitkin County Public Health

*6-16-08*

Date

*[Handwritten signature]*  
Jan West, PHN

Nurse Negotiator  
Aitkin County Public Health

*6/12/08*

Date



	2008 Minimum	+6 Mnths Step 1	+6 Mnths Step 2	+1 yr Step 3	+1 yr Step 4	+1 yr Step 5	+2 yr Step 6	+2 yr Step 7	+2 yr Step 8	+2 yr Step 9	+4 yr Step 10	+4 yr Step 11	+4 yr Step 12	+4 yr Step 13
G	\$ 30.82	\$ 32.25	\$ 33.75	\$ 35.31	\$ 36.95	\$ 38.67	\$ 40.46	\$ 42.34	\$ 44.30	\$ 46.36	\$ 48.51	\$ 50.76	\$ 53.11	\$ 55.58
H	\$ 28.84	\$ 30.17	\$ 31.57	\$ 33.04	\$ 34.58	\$ 36.18	\$ 37.86	\$ 39.61	\$ 41.46	\$ 43.39	\$ 45.40	\$ 47.51	\$ 49.72	\$ 52.03
I	\$ 25.56	\$ 26.74	\$ 27.99	\$ 29.30	\$ 30.65	\$ 32.06	\$ 33.58	\$ 35.12	\$ 36.75	\$ 38.46	\$ 40.24	\$ 42.12	\$ 44.07	\$ 46.11
J	\$ 22.32	\$ 23.34	\$ 24.41	\$ 25.56	\$ 26.74	\$ 27.96	\$ 29.28	\$ 30.64	\$ 32.06	\$ 33.56	\$ 35.11	\$ 36.74	\$ 38.45	\$ 40.23
K	\$ 19.81	\$ 20.71	\$ 21.68	\$ 22.70	\$ 23.75	\$ 24.85	\$ 26.00	\$ 27.18	\$ 28.46	\$ 29.78	\$ 31.16	\$ 32.60	\$ 34.11	\$ 35.70
L	\$ 17.91	\$ 18.75	\$ 19.62	\$ 20.54	\$ 21.49	\$ 22.48	\$ 23.53	\$ 24.62	\$ 25.77	\$ 26.97	\$ 28.22	\$ 29.52	\$ 30.89	\$ 32.33
M	\$ 16.20	\$ 16.96	\$ 17.75	\$ 18.56	\$ 19.44	\$ 20.32	\$ 21.27	\$ 22.25	\$ 23.29	\$ 24.37	\$ 25.49	\$ 26.69	\$ 27.92	\$ 29.22
N	\$ 14.81	\$ 15.49	\$ 16.20	\$ 16.96	\$ 17.75	\$ 18.56	\$ 19.44	\$ 20.32	\$ 21.27	\$ 22.26	\$ 23.29	\$ 24.37	\$ 25.49	\$ 26.69
O	\$ 13.65	\$ 14.26	\$ 14.92	\$ 15.63	\$ 16.35	\$ 17.11	\$ 17.89	\$ 18.73	\$ 19.59	\$ 20.52	\$ 21.47	\$ 22.46	\$ 23.51	\$ 24.60
P	\$ 12.57	\$ 13.15	\$ 13.75	\$ 14.40	\$ 15.06	\$ 15.74	\$ 16.48	\$ 17.25	\$ 18.06	\$ 18.89	\$ 19.78	\$ 20.68	\$ 21.64	\$ 22.64
Q	\$ 11.80	\$ 12.35	\$ 12.93	\$ 13.50	\$ 14.16	\$ 14.82	\$ 15.49	\$ 16.21	\$ 16.97	\$ 17.76	\$ 18.58	\$ 19.45	\$ 20.34	\$ 21.29
R	\$ 11.28	\$ 11.80	\$ 12.35	\$ 12.93	\$ 13.49	\$ 14.15	\$ 14.81	\$ 15.49	\$ 16.20	\$ 16.95	\$ 17.74	\$ 18.56	\$ 19.43	\$ 20.32
S	\$ 10.72	\$ 11.23	\$ 11.74	\$ 12.28	\$ 12.85	\$ 13.44	\$ 14.08	\$ 14.75	\$ 15.42	\$ 16.12	\$ 16.88	\$ 17.66	\$ 18.48	\$ 19.33
T	\$ 10.22	\$ 10.68	\$ 11.21	\$ 11.71	\$ 12.25	\$ 12.82	\$ 13.41	\$ 14.05	\$ 14.71	\$ 15.38	\$ 16.10	\$ 16.86	\$ 17.64	\$ 18.46
U	\$ 9.79	\$ 10.23	\$ 10.71	\$ 11.22	\$ 11.73	\$ 12.27	\$ 12.84	\$ 13.43	\$ 14.07	\$ 14.73	\$ 15.42	\$ 16.12	\$ 16.88	\$ 17.66
V	\$ 9.40	\$ 9.84	\$ 10.30	\$ 10.77	\$ 11.29	\$ 11.80	\$ 12.35	\$ 12.93	\$ 13.50	\$ 14.13	\$ 14.79	\$ 15.48	\$ 16.19	\$ 16.94
W	\$ 9.16	\$ 9.57	\$ 10.02	\$ 10.50	\$ 10.97	\$ 11.47	\$ 12.02	\$ 12.58	\$ 13.16	\$ 13.78	\$ 14.42	\$ 15.10	\$ 15.79	\$ 16.52

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	2009 Minimum	+6 Mnths Step 1	+6 Mnths Step 2	+1 yr Step 3	+1 yr Step 4	+1 yr Step 5	+2 yr Step 6	+2 yr Step 7	+2 yr Step 8	+2 yr Step 9	+4 yr Step 10	+4 yr Step 11	+4 yr Step 12	+4 yr Step 13
G	\$ 31.74	\$ 33.22	\$ 34.76	\$ 36.37	\$ 38.06	\$ 39.83	\$ 41.67	\$ 43.61	\$ 45.63	\$ 47.75	\$ 49.97	\$ 52.28	\$ 54.70	\$ 57.25
H	\$ 29.71	\$ 31.08	\$ 32.52	\$ 34.03	\$ 35.62	\$ 37.27	\$ 39.00	\$ 40.80	\$ 42.70	\$ 44.69	\$ 46.76	\$ 48.94	\$ 51.21	\$ 53.59
I	\$ 26.33	\$ 27.54	\$ 28.83	\$ 30.18	\$ 31.57	\$ 33.02	\$ 34.59	\$ 36.17	\$ 37.85	\$ 39.61	\$ 41.45	\$ 43.38	\$ 45.39	\$ 47.49
J	\$ 22.99	\$ 24.04	\$ 25.14	\$ 26.33	\$ 27.54	\$ 28.80	\$ 30.16	\$ 31.56	\$ 33.02	\$ 34.57	\$ 36.16	\$ 37.84	\$ 39.60	\$ 41.44
K	\$ 20.40	\$ 21.33	\$ 22.33	\$ 23.38	\$ 24.46	\$ 25.60	\$ 26.78	\$ 28.00	\$ 29.31	\$ 30.67	\$ 32.09	\$ 33.58	\$ 35.13	\$ 36.77
L	\$ 18.45	\$ 19.31	\$ 20.21	\$ 21.16	\$ 22.13	\$ 23.15	\$ 24.24	\$ 25.36	\$ 26.54	\$ 27.78	\$ 29.07	\$ 30.41	\$ 31.82	\$ 33.30
M	\$ 16.69	\$ 17.47	\$ 18.28	\$ 19.12	\$ 20.02	\$ 20.93	\$ 21.91	\$ 22.92	\$ 23.99	\$ 25.10	\$ 26.25	\$ 27.49	\$ 28.76	\$ 30.10
N	\$ 15.25	\$ 15.95	\$ 16.69	\$ 17.47	\$ 18.28	\$ 19.12	\$ 20.02	\$ 20.93	\$ 21.91	\$ 22.93	\$ 23.99	\$ 25.10	\$ 26.25	\$ 27.49
O	\$ 14.06	\$ 14.69	\$ 15.37	\$ 16.10	\$ 16.84	\$ 17.62	\$ 18.43	\$ 19.29	\$ 20.18	\$ 21.14	\$ 22.11	\$ 23.13	\$ 24.22	\$ 25.34
P	\$ 12.95	\$ 13.54	\$ 14.16	\$ 14.83	\$ 15.51	\$ 16.21	\$ 16.97	\$ 17.77	\$ 18.60	\$ 19.46	\$ 20.37	\$ 21.30	\$ 22.29	\$ 23.32
Q	\$ 12.15	\$ 12.72	\$ 13.32	\$ 13.91	\$ 14.58	\$ 15.26	\$ 15.95	\$ 16.70	\$ 17.48	\$ 18.29	\$ 19.14	\$ 20.03	\$ 20.95	\$ 21.93
R	\$ 11.62	\$ 12.15	\$ 12.72	\$ 13.32	\$ 13.89	\$ 14.57	\$ 15.25	\$ 15.95	\$ 16.69	\$ 17.46	\$ 18.27	\$ 19.12	\$ 20.01	\$ 20.93
S	\$ 11.04	\$ 11.57	\$ 12.09	\$ 12.65	\$ 13.24	\$ 13.84	\$ 14.50	\$ 15.19	\$ 15.88	\$ 16.60	\$ 17.39	\$ 18.19	\$ 19.03	\$ 19.91
T	\$ 10.53	\$ 11.00	\$ 11.55	\$ 12.06	\$ 12.62	\$ 13.20	\$ 13.81	\$ 14.47	\$ 15.15	\$ 15.84	\$ 16.58	\$ 17.37	\$ 18.17	\$ 19.01
U	\$ 10.08	\$ 10.54	\$ 11.03	\$ 11.56	\$ 12.08	\$ 12.64	\$ 13.23	\$ 13.83	\$ 14.49	\$ 15.17	\$ 15.88	\$ 16.60	\$ 17.39	\$ 18.19
V	\$ 9.68	\$ 10.14	\$ 10.61	\$ 11.09	\$ 11.63	\$ 12.15	\$ 12.72	\$ 13.32	\$ 13.91	\$ 14.55	\$ 15.23	\$ 15.94	\$ 16.68	\$ 17.45
W	\$ 9.43	\$ 9.86	\$ 10.32	\$ 10.82	\$ 11.30	\$ 11.81	\$ 12.38	\$ 12.96	\$ 13.55	\$ 14.19	\$ 14.85	\$ 15.55	\$ 16.26	\$ 17.02

	2010 Minimum	+6 Mnths Step 1	+6 Mnths Step 2	+1 yr Step 3	+1 yr Step 4	+1 yr Step 5	+2 yr Step 6	+2 yr Step 7	+2 yr Step 8	+2 yr Step 9	+4 yr Step 10	+4 yr Step 11	+4 yr Step 12	+4 yr Step 13
G	\$ 32.69	\$ 34.22	\$ 35.80	\$ 37.46	\$ 39.20	\$ 41.02	\$ 42.92	\$ 44.92	\$ 47.00	\$ 49.18	\$ 51.47	\$ 53.85	\$ 56.34	\$ 58.97
H	\$ 30.60	\$ 32.01	\$ 33.50	\$ 35.05	\$ 36.69	\$ 38.39	\$ 40.17	\$ 42.02	\$ 43.98	\$ 46.03	\$ 48.16	\$ 50.41	\$ 52.75	\$ 55.20
I	\$ 27.12	\$ 28.37	\$ 29.69	\$ 31.09	\$ 32.52	\$ 34.01	\$ 35.63	\$ 37.26	\$ 38.99	\$ 40.80	\$ 42.69	\$ 44.68	\$ 46.75	\$ 48.91
J	\$ 23.68	\$ 24.76	\$ 25.89	\$ 27.12	\$ 28.37	\$ 29.66	\$ 31.06	\$ 32.51	\$ 34.01	\$ 35.61	\$ 37.24	\$ 38.98	\$ 40.79	\$ 42.68
K	\$ 21.01	\$ 21.97	\$ 23.00	\$ 24.08	\$ 25.19	\$ 26.37	\$ 27.58	\$ 28.84	\$ 30.19	\$ 31.59	\$ 33.05	\$ 34.59	\$ 36.18	\$ 37.87
L	\$ 19.00	\$ 19.89	\$ 20.82	\$ 21.79	\$ 22.79	\$ 23.84	\$ 24.97	\$ 26.12	\$ 27.34	\$ 28.61	\$ 29.94	\$ 31.32	\$ 32.77	\$ 34.30
M	\$ 17.19	\$ 17.99	\$ 18.83	\$ 19.69	\$ 20.62	\$ 21.56	\$ 22.57	\$ 23.61	\$ 24.71	\$ 25.85	\$ 27.04	\$ 28.31	\$ 29.62	\$ 31.00
N	\$ 15.71	\$ 16.43	\$ 17.19	\$ 17.99	\$ 18.83	\$ 19.69	\$ 20.62	\$ 21.56	\$ 22.57	\$ 23.62	\$ 24.71	\$ 25.85	\$ 27.04	\$ 28.31
O	\$ 14.48	\$ 15.13	\$ 15.83	\$ 16.58	\$ 17.35	\$ 18.15	\$ 18.98	\$ 19.87	\$ 20.79	\$ 21.77	\$ 22.77	\$ 23.82	\$ 24.95	\$ 26.10
P	\$ 13.34	\$ 13.95	\$ 14.58	\$ 15.27	\$ 15.98	\$ 16.70	\$ 17.48	\$ 18.30	\$ 19.16	\$ 20.04	\$ 20.98	\$ 21.94	\$ 22.96	\$ 24.02
Q	\$ 12.51	\$ 13.10	\$ 13.72	\$ 14.33	\$ 15.02	\$ 15.72	\$ 16.43	\$ 17.20	\$ 18.00	\$ 18.84	\$ 19.71	\$ 20.63	\$ 21.58	\$ 22.59
R	\$ 11.97	\$ 12.51	\$ 13.10	\$ 13.72	\$ 14.31	\$ 15.01	\$ 15.71	\$ 16.43	\$ 17.19	\$ 17.98	\$ 18.82	\$ 19.69	\$ 20.61	\$ 21.56
S	\$ 11.37	\$ 11.92	\$ 12.45	\$ 13.03	\$ 13.64	\$ 14.26	\$ 14.94	\$ 15.65	\$ 16.36	\$ 17.10	\$ 17.91	\$ 18.74	\$ 19.60	\$ 20.51
T	\$ 10.85	\$ 11.33	\$ 11.90	\$ 12.42	\$ 13.00	\$ 13.60	\$ 14.22	\$ 14.90	\$ 15.60	\$ 16.32	\$ 17.08	\$ 17.89	\$ 18.72	\$ 19.58
U	\$ 10.38	\$ 10.86	\$ 11.36	\$ 11.91	\$ 12.44	\$ 13.02	\$ 13.63	\$ 14.24	\$ 14.92	\$ 15.63	\$ 16.36	\$ 17.10	\$ 17.91	\$ 18.74
V	\$ 9.97	\$ 10.44	\$ 10.93	\$ 11.42	\$ 11.98	\$ 12.51	\$ 13.10	\$ 13.72	\$ 14.33	\$ 14.99	\$ 15.69	\$ 16.42	\$ 17.18	\$ 17.97
W	\$ 9.71	\$ 10.16	\$ 10.63	\$ 11.14	\$ 11.64	\$ 12.16	\$ 12.75	\$ 13.35	\$ 13.96	\$ 14.62	\$ 15.30	\$ 16.02	\$ 16.75	\$ 17.53