

**AGREEMENT**  
**BETWEEN**  
**AFSCME COUNCIL 5**  
**REPRESENTING**  
**ST. LOUIS COUNTY MERIT BASIC UNIT EMPLOYEES**  
**AND**  
**ST. LOUIS COUNTY**

2023-2025

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**AGREEMENT BETWEEN  
THE AMERICAN FEDERATION  
OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES COUNCIL 5  
REPRESENTING ST. LOUIS COUNTY  
MERIT BASIC UNIT EMPLOYEES AND ST. LOUIS COUNTY**

**ARTICLE 1 - RECOGNITION**

The County of St. Louis (hereinafter referred to as "the Employer") recognizes the Union as the exclusive representative for collective bargaining purposes for all Merit Basic Unit employees of the St. Louis County Public Health and Human Services Department, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding the confidential employees and supervisory employees, and all other employees, with respect to salary, wages, hours, working conditions, and other conditions of employment.

The Employer agrees to meet and confer with the fully accredited officers and committees of the Union on any questions and conditions of employment not covered by this Agreement. The Union shall also certify to the Employer a complete and current list of its officers and representatives.

**ARTICLE 2 - MANAGEMENT RIGHTS**

The Employer has and retains the right to control its properties, maintain order and efficiency, determine the amount of supervision, direct the work force, hire, promote, transfer, assign, suspend, demote, discharge, or retain employees in this unit, and take whatever action to carry out the mission of the Employer in situations of emergency. Such rights and responsibilities are limited only to the extent specifically modified within this Agreement.

**ARTICLE 3 - UNION ACTIVITY, UNION SECURITY**

1. Any employee duly authorized to represent the Union at International, State, District, or local negotiating meetings, shall be permitted leave from duty without pay upon one (1) week advance notice, provided the time does not interfere with the normal operation of the St. Louis County Public Health and Human Service Department. The Employee shall not be discriminated against nor lose any rights or status earned or enjoyed as a result of the leave.

2. Subject to approval of the Department Head, Union representatives shall have access to the premises to meet and confer with employees. The Union agrees not to

interfere with the Employer's operations.

3. Payment of dues:

A. Upon receipt of written notice from an employee to deduct monthly dues from their salary, the Employer agrees to make such payroll deductions and submit same to the Union. Submittal of dues to the properly designated Union Treasurer shall be before the next dues payroll period.

B. In order to discontinue membership in the Union, the employee shall first give written notice to the Union. The Union shall immediately notify the Accounting Department of said action and deductions shall be stopped at the next payroll period.

4. The Employer shall deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization voluntarily executed by the employee on a form mutually agreeable to the Employer and the Union. The deduction shall be discontinued upon reasonable advance written notice from the employee to the Employer. The Employer shall remit any deductions made pursuant to this provision to the Union on a monthly basis.

5. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under provisions of this Article.

#### **ARTICLE 4 - SELECTION OF PERSONNEL**

Employment of social workers and other professional staff with the St. Louis County Public Health and Human Service Department is administered under Minn. Stat. §383C.03 et seq., Civil Service Employment System. The St. Louis County Public Health and Human Service Department is an equal opportunity employer. The positions of Social Worker and other professional staff, are selected from the list of best qualified candidates under the rules of the Civil Service Employment System. This includes appointments, promotions, transfers, and reinstatements from registers established by examination. If the examination is given during working hours, the employee may take the exam, with supervisory approval, without losing any benefits.

## **ARTICLE 5 - APPOINTMENTS, STATUS**

1. Probationary Period. All new, non-temporary employees are subject to a probationary period. The probationary period must be a minimum of six (6) months (or 1000 hours, whichever is greater) and may be extended, not to exceed one calendar year. A Department Head may extend the probationary period of an employee, not to exceed 24 calendar months, if the employee is unable to perform a majority of the essential functions of their position due to an approved work accommodation or approved leave of absence.

Promoted employees also serve a probationary period in the new class. The probationary period must be a minimum of six (6) months (or 1000 hours, whichever is greater) and may be extended, not to exceed one year.

The Employer may also require that a reinstated or transferred employee (either from another jurisdiction, department, or position in the Public Health and Human Service Department) serve a new probationary period. Employees performing satisfactorily during their probationary period will be granted regular employee status at the end of probation. Time served as a temporary employee will not count as part of the probationary period.

2. Evaluations. Administrative appraisal shall be considered to determine salary increases and in making promotions, demotions, dismissals, and in determining the order of separation due to reduction in forces, in the event of equal seniority.

The Employer shall meet and confer with the Union on any proposed revision to the Administrative Appraisal Form prior to implementation.

3. Voluntary Demotions. An employee who wishes to take a voluntary demotion to a vacant position in a lower job classification should notify the Departmental Human Resources representative. The specific salary assignment must be determined and approved in each case.

4. Resignations. An employee must give four (4) weeks' written notice of resignation to the Public Health and Human Service Director. Accrued vacation time may not be counted as any part of the four weeks' notice.

An unauthorized absence from work is grounds for disciplinary action, subject to the grievance procedure, and any employee who is absent from work, without authorization, for three consecutive work days shall be deemed to have resigned.

5. Layoffs. When it becomes necessary, through lack of work or for other causes for which an employee is not at fault, to reduce the number of employees within the bargaining unit, the following procedures shall apply:

- A. All emergency, provisional, and limited term employees shall be removed first.
- B. Layoff shall be in inverse order of seniority by classification.
- C. Seniority Ties: When two or more persons in a job class in which layoff or reduction is to be made have equal seniority in such class, the order of layoff or reduction in such tie cases shall be determined first by total time of service in the classification; second by total time of service with the agency; third by the average performance ratings for the time of service in the classification; fourth by total time of County employment; and if a tie still remains after consideration of the above factors, then by flip of the coin.
- D. The Employer shall give each affected employee notice by certified mail - receipt signed by addressee only, at least fourteen (14) calendar days before the effective date of any layoff or recall and shall state the reasons for the layoff.
- E. Layoff List: Whenever the Employer wishes to fill a vacancy or a new position in the bargaining unit and a layoff list exists for the classification in which the position is to be filled, the Employer shall offer re-employment in the order of seniority from the layoff list.
- F. The Employer shall, as each opening occurs, contact the most senior person on the layoff list by certified mail to offer the opening to such person until the position is filled or the list is exhausted. If the person refuses to accept an appointment offered to him/her, the Employer shall remove their name from the layoff list. Any person providing the Employer with a statement from their attending physician stating that they are unable to work at that time shall not have their name removed from the layoff list for refusing to accept an appointment.
- G. No employee shall have their name removed from a layoff list for refusing to accept an appointment in a geographic location other than the location from which said employee was laid off. For the purposes of this article, the parties agree that there are three (3) geographic locations: The Duluth area shall be considered as one location, the Range area shall be considered as another location, and the Ely area shall be considered a third location.
- H. The classifications of Social Worker, Social Worker (Child Protection Specialist), Social Worker (MSW), and Social Worker (Child Protection Specialist) (MSW), will be considered one classification for the purposes of layoff.
- I. Seniority shall consist of time accrued during employment with the St. Louis County Public Health and Human Service Department in a job classification within

this bargaining unit. Time spent in a job classification outside of this bargaining unit will not be counted as bargaining unit seniority. Employees who have previously worked in a position within this bargaining unit and who subsequently work in a position outside this bargaining unit, but have been continuously employed by the St. Louis County Public Health and Human Service Department shall retain their accrued seniority earned within this bargaining unit. Employees who resign or are dismissed from employment with St. Louis County Public Health and Human Service Department shall lose all accumulated seniority.

6. Transfers. Notice of the classification and location of positions available in the Public Health and Human Service Department will be posted on bulletin boards at each work site at least seven (7) calendar days prior to filling such vacancy. Employees in the same classification may request consideration for lateral transfer by submitting a memorandum to the Personnel Office within the stated time limit. All employees submitting such a memorandum within the stated time limit will be interviewed for the posted vacancy. Requests received after the stated time limit will only be given consideration if the Appointing Authority is still interested in seeing additional candidates. The Appointing Authority has the discretion to select one of the interested candidates or none of the interested candidates. Applicants who are not selected will be notified.

7. Dismissals. Any dismissal for disciplinary reasons shall not be finalized until the expiration of a seven (7) calendar day period of suspension without pay. Dismissals are subject to the grievance procedure.

## **ARTICLE 6 - WORK DAY/WORK WEEK, REST PERIODS**

1. Adjusted Work Schedules. Normally, office work is to be done during the normal 8:00 a.m. to 4:30 p.m. work day, Monday through Friday. Employees will adjust their normal work day schedule for meetings with clients or other meetings which are the normal duties of the job, but are scheduled outside of the normal work day. The employee shall adjust their work schedule by a maximum of five (5) hours within two (2) pay periods and the employee's adjusted work schedule shall consist of a minimum of one hundred fifty (150) hours within these two (2) periods, seventy-five (75) hours of which, at a minimum to be worked in the first pay period. Supervisors may designate certain times during the normal work week which are not available for adjusting the work schedule. Supervisors shall make a good faith effort to accommodate the employees in establishing adjusted work schedules.

2. The annual work year shall be one thousand nine hundred fifty (1950) hours.

3. Hours worked includes emergency calls during off hours necessitated by client crisis, provided that such crisis requires the employee to leave home for an hour or more, and upon supervisory approval on the following workday.
4. Equivalent compensatory time shall be allowed employees for attending workshops that are job-related when the workshop is on the employee's scheduled day off and the request for compensatory time has been approved by the Director or his designee.
5. An optional four (4) day workweek, flextime work schedules, or job sharing arrangements may be had upon mutual agreement between the department head and the Union. Participants in an approved job sharing arrangement may, by mutual agreement between the job share participants, apportion the hospital, medical and dental benefits for which the job share position is eligible. Apportionment shall be limited to either (a) one (1) employee receiving all of the benefit and the other none; or (b) the two (2) employees splitting the benefit equally.
6. Standby Schedule. Employees will receive one (1) hour of compensatory time for each eight (8) hours of standby duty. Standby schedules shall be determined by meet and confer between employees and their supervisor.
7. Rest Periods. For employees working a scheduled shift of seven and one-half (7½) hours or longer, two rest periods of fifteen (15) minutes each are permitted, one in the morning and one in the afternoon.

## **ARTICLE 7 - SALARIES**

1. The bi-weekly and hourly wage rates annexed hereto as Exhibit "A" shall be paid all employees within this jurisdiction effective retroactive to December 17, 2022 (3.00% increase). The bi-weekly and hourly wage rates annexed hereto as Exhibit "B" shall be paid all employees within this jurisdiction effective December 16, 2023 (3.00% increase). The bi-weekly and hourly wage rates annexed hereto as Exhibit "C" shall be paid all employees within this jurisdiction effective December 14, 2024 (3.00% increase). Employees who have resigned, other than a retirement during the contract duration, or have involuntarily separated are not eligible to receive retroactive pay increases. Salary adjustments will be applied for the full pay period covered by the first bi-weekly paycheck of the new payroll year. The basic hourly rate will be computed by dividing the bi-weekly rate by seventy-five (75).

The official payroll year shall be defined as commencing with the beginning of the pay period covered by the first bi-weekly paycheck of the new calendar year. The end of the payroll year shall apply to administration of the maximum sick leave accruals, waivers

from the maximum vacation accumulation, as well as the use of allotted personal leave days specified in other provisions of this Agreement.

2. Salary adjustments shall not be a part of or any way affect the annual evaluation and pay rating system regardless of date of anniversary.

3. All step increases shall be carried with an employee in promotion to higher and demotion to lower classification, except that an employee's salary shall not exceed the maximum salary of the lower classification. No employee shall receive a lower salary in any classification than their starting salary in that particular classification.

4. Employees rated "unsatisfactory" on their annual evaluation shall be dismissed. Employees rated "Requires Improvement" shall receive no step increase, but upon being re-rated "Requires Improvement" and maintaining two consecutive "Requires Improvement" ratings, shall be dismissed. Those employees receiving a "competent" rating as their annual evaluation, shall be granted, aside and separate from a salary adjustment, a one-step salary increase on their anniversary date of employment, except when at maximum.

Beginning December 18, 2021, those employees receiving a "competent" rating as their annual evaluation, shall be granted a longevity step increase, on their anniversary date of employment, two (2) years after attaining the years of service equal to the Years to Max for their job classification. (Longevity time frames will be maintained on the pay plan.)

5. The anniversary date for an employee shall remain constant throughout the tenure of the employee, except when adjusted due to unpaid leaves of absence of more than thirty (30) calendar days' duration.

6. Employees shall receive a shift differential payment consisting of \$.45 per hour for all scheduled and assigned hours worked other than the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except for schedules developed pursuant to Sections 1 and 5 of Article 6.

7. Employees who work within the Initial Intervention Unit and employees who work in Ongoing Child Protection positions shall receive an assignment incentive of \$1.15 per hour, for all actual worked hours in the Initial Intervention Unit and Child Protection Unit.

## **ARTICLE 8 - SALARY DEDUCTIONS**

The following salary deductions are authorized by the law:

1. Federal and State Withholding Income Tax - the mandatory withholding tax is withheld each pay period. Determination of amount withheld is based on the number of dependents, plus the gross salary of the employee.
2. Public Employees Retirement Association - deductions begin upon completion of the first full month of employment and the amount is withheld each pay period.
3. Other - the Employer will allow payroll deduction for Credit Union, United Way, Federal Savings Bonds, Employee Fund, health and hospitalization insurance, Employer approved deferred compensation plans, and the St. Louis County Flexible Benefit Plan. With respect to deductions for Credit Union, United Way and Federal Savings Bonds, the employee may choose the pay period in which the monthly deduction is to be made.

## **ARTICLE 9 - OVERTIME**

Employees shall accrue compensatory time at the time and one-half rate for hours worked in excess of seventy-five (75) in a pay period under the following conditions:

- a) When approved in advance by the employee's supervisor;
- b) In an emergency situation. Emergency is defined as the following unforeseen/unplanned situations:
  - 1) Any time that the employee must take action to prevent loss of life or to prevent injury to the client's health or safety.
  - 2) Any time that the employee needs to effect a placement of a client or to prevent a placement of a client due to circumstances that have changed without notice.

The Employer reserves the right to alter the definition of emergency upon advance notice to employees.

For purposes of computing "hours worked" under this Article, authorized time off in the form of vacation, personal leave and holiday pay shall count as "hours worked." Sick leave and compensatory time shall not count as "hours worked."

Compensatory time off will be scheduled by agreement between the supervisor and employee. If the Department does not allow the use of accumulated compensatory time by an employee who has requested to do so whenever there were reasonable opportunities, employees will be paid in cash at the end of the year for any compensatory time exceeding

thirty-seven and one-half (37.50) hours. However, at the employee's option, up to thirty-seven and one-half (37.5) hours of compensatory time may be cashed out one time per year in a separate check to be paid no later than January 15 of the following year in which the compensatory time was earned, except at the employee's option up to thirty-seven and one-half (37.5) hours of compensatory time may be carried over to the following year. All compensatory time payoffs shall be paid at the pay plan rate in effect during the payroll year in which the compensatory time was earned.

Employees required to work over thirty-seven and one-half (37 ½) hours per week shall be paid overtime compensation at the overtime rate of one and one-half (1 ½) times their regular rate under the following conditions:

- a. When approved in advance by the employee's supervisor;
- b. In an emergency situation as defined in Section 1 and 2 above.

Advanced supervisory approval of overtime shall take into consideration, among other things, the planned work schedules of the staff making request to be in overtime status.

This section does not modify any approved alternative or flexible work schedules currently in place nor does it prevent the parties from agreeing to future individual flexible work schedules permitted under a Supplemental Agreement between the parties.

In lieu of paid overtime compensation, each hour worked over thirty-seven and one-half (37 ½) hours per week may be taken off as compensatory time at time and one-half (1 ½) at the election of the employee.

## **ARTICLE 10 - HOLIDAYS**

1. For permanent and probationary employees, the following days shall be considered holidays, namely: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

For employees whose normal work week is Monday through Friday, if a holiday falls on a Saturday, the previous Friday shall be considered the holiday, and if a holiday falls on a Sunday, the following Monday shall be considered a holiday. For employees whose normal work week regularly includes Saturdays and Sundays, holidays shall be considered to be on the day on which the holiday actually falls.

Consistent with the amendment to Minn. Stat. 645.44, subdivision 5, all permanent and

probationary employees shall be entitled to the Juneteenth holiday effective in 2024. When the Juneteenth holiday falls on a Saturday, the Friday preceding is the official holiday and if it falls on a Sunday, the Monday following is the official holiday; except for employees whose normal work week regularly includes Saturdays and Sundays, the holiday shall be considered to be on the day on which the holiday actually falls.

2. If one of the above-listed holidays falls on an employee's regularly scheduled day off and the employee does not work the holiday, another day off will be scheduled during that payroll period. However, to be eligible to receive the holiday, an eligible employee must be in payroll status on the normal scheduled workday immediately preceding and the normal scheduled workday immediately following the holiday. Payroll status shall be defined as when actually working, on paid vacation, paid sick leave, paid personal leave day, compensatory time off, or on a paid leave of absence.

Employees required to work on a holiday shall receive one and one-half (1½) hours compensatory time for each hour worked on the holiday and in addition shall receive the employee's regular pay for the day or another day off. Employees required to work in excess of seven and one-half (7½) hours on a holiday, shall receive two and one-half (2½) hours compensatory time for each hour worked over seven and one-half (7½) hours. Provided, however, an employee who is scheduled to work and does work on a holiday may elect to take the compensation provided for in this paragraph in cash or compensatory time.

3. Part-Time Employees. Part-time employees hired after January 1, 2004 shall earn holidays and personal leave on a pro-rated basis. The pro-ration for personal leave and holidays shall be computed by dividing the first 1000 hours worked by the number of pay periods to determine the average hours worked per pay period. The average hours worked per pay period will then be divided by 75 to determine the percentage of pro-ration for the remainder of the payroll year. Annually thereafter, straight time hours worked in the preceding year will be divided by 1950 to determine the percentage of pro-ration. Employees who move from Full-time to Part-time or Part-time employees who change positions will receive a proration based on the full-time equivalent of the position to which they are appointed.

## ARTICLE 11 - PERSONAL LEAVE

1. For permanent and probationary employees, two (2) days of personal leave with pay will be granted to employees in the first year of employment and four (4) days of personal leave with pay will be granted to employees annually thereafter. Personal leave days shall be taken at a time mutually agreeable to the employee and their supervisor. Personal leave days are not accumulative from year to year. Personal leave days may be taken by probationary staff with at least three months of County employment and all staff with permanent status. Personal leave may be taken in one-half ( $\frac{1}{2}$ ) hour increments.
2. Part-time employees shall earn personal leave on a prorated basis according to the formula set forth in Article 10, Section 3, above.

## ARTICLE 12 - VACATION

1. Vacation Accumulation: Permanent and probationary employees shall earn vacation with pay according to the following schedule:

Years of Continuous Service	Vacation Accrual
0 - 1 Year	2.0 hours per bi-weekly pay period
After 1 through 5 years	5.50 hours per bi-weekly pay period
After 5 through 10 years	7.5 hours per bi-weekly pay period
After 10 through 15 years	8.5 hours per bi-weekly pay period
After 15 through 20 years	8.75 hours per bi-weekly pay period
After 20 through 25 years	9.0 hours per bi-weekly pay period
Over 25 years	9.5 hours per bi-weekly pay period

Vacation accrual for part-time employees shall be pro-rated on a pay period basis. The pro-ration percentage for leave accruals shall be computed by dividing the hours worked during the pay period by 75. For purposes of Pro-ration all worked hours (at straight value) and all leave types will be included in the calculation.

Employees are eligible to receive and use accrued vacation with pay upon successful completion of 489 hours or three (3) calendar months, whichever is later.

Changes in vacation earnings shall be effective the beginning of the pay period that includes the first of the month following the employee's required years of service.

Vacation accumulation shall not exceed two-hundred seventy (270) hours maximum at the end of any given pay period; provided, however, upon special request in writing to the

Administration, and mutual agreement, an employee may be granted accumulated vacation time beyond the two-hundred seventy (270) hours.

2. Vacation time: Vacations will be allowed when requested, insofar as is practicable. To avoid disappointment, the employee shall inform their supervisor of vacation plans sufficiently in advance, that adequate staffing can be planned for the particular unit. In the event of conflict, the employee making the vacation request first will receive priority. Work shall be up to date before vacation begins.

Under normal conditions, vacation leave should be planned with the immediate supervisor and approved by the section supervisor. In the case of an absence because of an emergency, the employee should notify their immediate supervisor by telephone as soon as possible after eight o'clock A.M.

Single days of vacation may be taken with supervisory approval.

3. Wherever an employee is about to lose vacation because of the limitation of accumulation under this Article, the appointing authority upon the request of the employee shall make arrangements to permit the employee to take their current monthly earnings and thus prevent the loss of said earnings.

## **ARTICLE 13 - SICK AND PARENTAL LEAVE**

1. Each permanent and probationary employee shall earn sick leave with pay and part-time employees' sick leave with pay earnings shall be pro-rated on a pay period basis. The pro-ration percentage for leave accruals shall be computed by dividing the hours worked during the pay period by 75. For purposes of Pro-ration all worked hours (at straight value) and all leave types will be included in the calculation. Sick leave shall be earned in accordance with the following schedule:

Months of Service	Hours Per Pay Period
Commencing 0-24 months	3.75
Commencing 25 months & over	5.25

Sick leave may accumulate up to fifteen hundred (1500) hours (or such greater number of hours, not to exceed nineteen hundred (1900) as an individual employee has accumulated as of the date of ratification by the County Board of the 2012-2014 contract) as of the end of the last pay period of the payroll year.

2. Sick leave may be paid for absence because of an employee's inability to perform his/her duties by reason of illness or injury, by necessity for medical or dental care, or by exposure to a contagious disease under circumstances in which the health of employees

with whom associated or members of the public necessarily dealt with would be endangered by attendance on duty. Sick leave cannot be used during an employee's scheduled vacation unless submittal of a letter from their physician to their Department Head.

Sick leave may be paid, upon approval of the supervisory staff, for absence due to illness in the immediate family of the employee where attendance of the employee is necessary. "Immediate family" for this purpose shall be defined as parents, step parents, spouse, children, step children or minor wards of the employee, or other family members referenced under Minnesota Statute 181.9413, as amended.

Sick leave may be paid, upon approval of the supervisory staff, for absence because of death in the immediate family of the employee where attendance of the employee is necessary. "Immediate family" for this purpose shall be defined as spouse, parents of spouse, parents, guardian, children, brothers, sisters, wards of the employee, grandparents or grandchildren or step-family members. An employee may, upon approval of their Department Head, be permitted up to a maximum of ten (10) days sick leave in the event of death in the immediate family, as defined in this section. An employee with fewer than 3 years of service from date of hire may be permitted, upon approval of their Department Head, to go into a negative sick leave balance of up to a maximum equivalent of 3 days if the employee does not have sufficient sick leave to cover the duration of their leave in the event of death in the immediate family as defined above.

The Department Head may at any time request an employee to submit complete medical verification, on a form provided by the Employer, as to why the employee's illness or injury prevents the employee from working. The Department Head may indicate whether the verification shall be from an attending or a designated physician.

3. Parental Leave may be paid, upon approval of the supervisory staff, for absence due to the birth or adoption of a child, and shall be deducted from the employee's accrued sick leave. An employee may be permitted up to a maximum of three (3) weeks of Parental Leave for bonding purposes within 12 months following the birth or adoption of a child(ren) which occurs after January 1, 2020. This benefit is limited to the employee's child.

The three (3) weeks of Parental Leave are in addition to the paid Sick Leave used by the parent if eligible pursuant to Section 4. For purposes of allowing employees to use the Union's Sick Leave Bank or the Vacation Donation Policy, the birth or adoption of a child shall be included in the definition of "serious health condition."

In the event a paid parental leave benefit is enacted in state or federal law, an employee must elect to use either the County Parental Leave benefit or the state or federal paid parental leave benefit. The County's Parental Leave benefit may not be stacked on top of

a state or federal paid parental leave benefit to result in a paid leave greater than three (3) weeks.

## **ARTICLE 14 - SICK LEAVE BANK**

1. The Merit System Basic Unit Emergency Sick Leave Bank is an additional benefit system maintained by the Employer and shall be administered by a committee appointed by the Union to permit extensions of sick leave in the event of major illness or injury. The Union shall keep the Employer advised, in writing, of membership on the Committee. The Committee shall act pursuant to guidelines established by the St. Louis County Board of Commissioners. No employee shall be allowed to participate in the Sick Leave Bank until the employee has reached the maximum rate of accrual for sick leave.

The Committee, upon establishing a need for additional funding of the Sick Leave Bank, shall provide written documentation of such need to the Human Resources Director at the beginning of the payroll year. Upon receipt of reasonable documentation, one (1) day of sick leave will be deducted from the total sick leave accumulation of each unit employee qualified to participate in the Sick Leave Bank and who has not yet donated a day, to be credited to the Merit System Basic Unit Emergency Sick Leave Bank. If additional funding is still needed, parties agree to meet and confer regarding deduction of an additional one (1) day from employees who have already donated.

An employee shall not be eligible to draw from the Sick Leave Bank unless the employee enters into a Sick Leave Bank Reimbursement Agreement, on a form prepared by the Employer, which: (1) acknowledges that the Employer has not agreed, by contract or otherwise, to compensate the employee any amount in excess of the employee's regular wages; (2) requires the employee to reimburse the Sick Leave Bank 100% of the funds received; (3) authorizes and directs the Employer to deduct the amount drawn from the Sick Leave Bank from the wage loss proceeds, if any, awarded in a workers' compensation proceeding or from any other funds designated in the executed Sick Leave Bank Reimbursement Agreement; and (4) includes any other provisions applicable to the individual employee's specific request.

## **ARTICLE 15 - INSURANCE**

Section 1. Health Insurance. The Employer agrees to permit all permanent and probationary employees to be covered by the St. Louis County Group Health Care Plan.\* The Employer shall contribute to the premium as follows for full-time employees:

Single Coverage	91% of Total Single Premium
Family Coverage	82% of Total Family Premium

The Employer shall contribute to the premium for part-time employees pursuant to Section 6 of this Article.

See attached Memorandum of Understanding.

[\*NOTE: The actual descriptions of the Group Health Care Plan benefits are contained in the plan documents and are available in the Human Resources Department.]

Eligibility. Permanent and probationary employees are eligible for group health plan coverage on the first of the month following one (1) full calendar month of employment.

Section 2. Life Insurance. The Employer agrees to pay the full premium for group life insurance for full-time permanent and probationary employees and also contribute to the premium for part-time permanent and probationary employees pursuant to Section 6 of this Article. The amount of group life insurance is based on annual base salary, according to the following schedule:

<b><u>Annual Base Salary</u></b>	<b><u>Policy Amount</u></b>
Up to \$15,000	\$15,000
\$15,000 - \$20,000	\$20,000
\$20,000 - \$25,000	\$25,000
\$25,000 - \$30,000	\$30,000
\$30,000 - \$35,000	\$35,000
\$35,000 - \$40,000	\$40,000
\$40,000 - \$45,000	\$45,000
\$45,000 and over	\$50,000

Annual base salary shall be computed on January 1 of each year, or for new employees, on their date of hire.

Eligibility. Full-time employees become eligible for life insurance on the first of the month following six full calendar months of employment. Part-time employees become eligible on the first of the month following completion of 1,000 hours.

Section 3. Dental Insurance. The Employer will pay for the full cost of the premium for single dental coverage for all full-time permanent and probationary employees and also contribute to the premium for part-time permanent and probationary employees pursuant to Section 6 of this Article. The maximum benefit is \$1,500 per year.

Eligibility. Full-time employees become eligible for dental coverage on the first of the month following six full calendar months of employment. Part-time employees become eligible on the first of the month following the completion of 1,000 hours.

Section 4. Claims Against Employer. Any description of insurance benefits contained in this Article is intended to be informational only and the eligibility for benefits shall be governed by the terms of the insurance plan and not by this Agreement. The Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by the insurance plan administrator, except in case of error by the Employer in reporting information to the administrator.

Section 5. Participants in an approved job sharing arrangement may, by mutual agreement between the job share participants, apportion the health care and dental benefits for which the job share position is eligible. Apportionment shall be limited to either (a) one employee receiving all of the benefit and the other none; or (b) the two employees splitting the benefit equally.

Section 6. Prorated Employer Contribution for Eligible Part-Time Employees. Except for the employees covered by the memorandum contained in Exhibit G, all newly-appointed eligible part-time employees (new County employees, full-time employees moving to part-time status, and part-time employees changing positions) will receive a prorated Employer contribution to the premiums for health, dental and life coverage based on the full-time equivalent of the position to which they are appointed.

Thereafter, the proration amount for the following insurance year will be recalculated at the end of each payroll year. The proration amount will be equal to the percentage of the employee's full time equivalent based on the actual hours in payroll status during the previous payroll year. For this purpose, "payroll status" includes regular hours worked, the straight time equivalent of overtime hours worked, and any paid leave time.

## **ARTICLE 16 - WORKERS' COMPENSATION**

1. Any employee who by reason of sickness or injury receives Workers' Compensation benefits may do either of the following:

a. Retain the Workers' Compensation benefits without assessment against any available leave credits, or

b. Retain the Workers' Compensation benefit and receive from the Employer any available earned accumulated sick leave, vacation leave or other accumulated leave benefit. The total weekly compensation including leave and worker's compensation benefits shall not exceed the regular weekly net base pay rate of the employee. "Net base pay" is defined as the employee's regular weekly gross less FICA, medicare, PERA and federal and state income tax withholding. Overtime will be considered on the same basis as it is for workers' compensation purposes.

If any employee uses sick leave pursuant to this agreement, and is subsequently awarded workers' compensation benefits for the same period, the Employer is authorized to deduct from workers' compensation wage loss benefits the amount of sick leave received by the employee, less the sick leave which the employee would be eligible to receive pursuant to Section 1 of this Article.

2. While an employee is receiving loss of wage benefits under the Workers' Compensation Act (temporary total or temporary partial disability benefits), the Employer shall continue to pay the Employer's share of hospital-medical insurance premiums for both single and family dependents' premiums together with the premiums on the employee's life insurance. Such payments shall continue even though the employee has exhausted their sick leave, vacation, and personal leave benefits. Payments of such premiums by the Employer pursuant to this Article shall end upon issuance of a notice of discontinuance of benefits by the Commissioner of the Department of Labor and Industry or upon the employee being declared permanently totally disabled.

3. Sick leave used by employees while receiving County Workers' Compensation benefits shall be credited back to the employee's sick leave reserve account at retirement, but not to exceed the individual employee's maximum allowable sick leave accumulation under Article 13, Section 1 as provided for in Article 21, Section 2. This Section is meant to mean sick leave used from the date the employee went to work for St. Louis County.

## **ARTICLE 17 - LEAVES OF ABSENCE**

1. Leaves Without Pay. An employee may be granted a leave of absence without pay on the grounds of sickness, disability, or other good or sufficient reasons which are considered to be in the interest of the agency, providing, however, no leave shall exceed one (1) year, excluding the educational stipend program. Such leaves must be requested in writing by the employee and shall require written approval by the Public Health and Human Services Department Head.

2. Parental Leave. Upon 60 days' advance written request by an employee to their department head, up to a maximum of six continuous months of unpaid leave of absence shall be granted in connection with the birth or adoption of a child. Such leaves shall commence within one year after the birth or adoption. When both parents are employees within this contract, the parental leave shall be divided, upon request of the employees, in accordance with this Article.

3. Military Leave. Employees shall be entitled to military leave of absence and reinstatement in accordance with applicable law.

4. Sabbatical Leave. Employees holding a permanent position with St. Louis County Public Health and Human Service Department, after five (5) years of continuous employment in a position, and subject to approval of the Department Head, may be granted a sabbatical leave of absence, without pay, for a period of not less than one (1) year nor in excess of two (2) years. An employee on a sabbatical leave shall not accrue additional seniority, vacation and sick leave during leave. These benefits will be frozen at the level immediately prior to the beginning of the leave.

During the sabbatical leave, an employee on a sabbatical leave shall not be employed in a position similar to a position held in the agency immediately prior to the leave of absence. The sabbatical leave of an employee violating this provision shall be canceled seven (7) calendar days after the Employer mails a notice of cancellation of the leave by certified mail to the last address of the employee which is on file with the Human Resources Office of the St. Louis County Public Health and Human Service Department. Cancellation of the leave shall not preclude the Department Head from considering additional disciplinary measures for a violation of this provision, subject to the grievance procedure.

The employee shall be returned to the job classification held at the time of the approval of the sabbatical leave, upon the first available opening after the expiration date of their leave. Any employee who resigns while on a leave will be paid the severance due him computed at the rate prevailing when the leave began.

Employees on an approved sabbatical leave under this section may be returned to a position prior to the expiration of their approved leave upon mutual agreement of the employee and the department head.

5. Special Leave. The Director may grant a leave of absence without pay to any permanent employee in the Classified Service to permit the employee to accept an appointed position in the Unclassified Service or higher position in the Classified Service. This shall be subject to the same conditions as outlined in the rules pertaining to military leave.

Any employee who resigns while on leave will be paid the severance due him, computed at the rate prevailing when the leave began.

6. Jury Duty. Each employee shall be paid full salary while on leave for serving on a jury or for work-related appearances in response to subpoena or as witness before a county, legislative committee, or other judicial or quasi-judicial body as a witness involving Federal, State, or political subdivisions thereof, and no loss of rights or salary while on such leave. Any fees or remunerations allowed beyond any salary received from St Louis County for such service shall be refunded or turned over to the Employer.

## **ARTICLE 18 - PROFESSIONAL, POLITICAL ACTIVITY**

1. Professional Activity. Membership in professional social work organizations may require attendance at committee meetings, conferences, or institutes. Agency time spent in such activity within the state is subject to the advance approval of the Director or their designated representative. Permission to attend meetings, conferences, or institutes on Agency time outside the state may be recommended by the Director or their designated representative, subject to Board approval.

2. Political Activity. Political activity is permitted in accordance with applicable Federal and State statutes.

## **ARTICLE 19 - REIMBURSEMENT OF EXPENSES**

1. Meals. The schedule of maximum payments for meal reimbursement shall be in accordance with the then-current County Board policy. Meal reimbursement shall be allowed only under the following circumstances:

a. When an employee is in travel status within the County and overnight lodging is approved;

b. When an employee is in travel status outside of St. Louis County;

c. When an employee is required to attend a workshop, seminar or working lunch meeting where a meal is served for which payment is required.

2. Travel. An employee on approved travel status, upon obtaining advanced approval from the department head to incur lodging expense, shall be reimbursed for necessary lodging expense, single or double occupancy or its equivalent, upon presentation of receipt.

3. Claims. Expense reimbursement is limited to when personnel are involved in Agency business. The explanation on the claim voucher must be sufficiently clear to obviate questions on the part of those perusing the claim prior to payment or by auditors at the time of examination.

4. Education. When prior administrative approval has been granted, employees shall be reimbursed up to but not to exceed seventy-five percent (75%) of the educational cost of books and tuition for successful completion of courses.

## **ARTICLE 20 - GRIEVANCE PROCEDURE**

“Grievance” means a dispute or disagreement as to the interpretation or application of any term or terms of this agreement. Should any employee feel that their rights and privileges under this Agreement have been violated, that employee shall:

- A. Review the matter with the immediate supervisor.
- B. If no understanding is reached, the aggrieved employee and/or the employee’s authorized representative shall within ten calendar days of the occurrence of the grievance present the written grievance to the Department Head. Within ten calendar days thereafter, the Department Head shall submit an answer in writing to the aggrieved employee and/or the employee’s representative.
- C. If the grievance is not settled in Step B, the Union shall present the matter in writing to the County Grievance Board within ten (10) calendar days after receipt of the Step B written answer. The Grievance Board shall be composed of three (3) members appointed by the County Board of Commissioners.

Within ten (10) calendar days of receipt of such written grievance, the County Grievance Board shall schedule a hearing into the matter, after the close of which it shall render its decision no later than ten (10) calendar days thereafter.

- D. If the grievance is not satisfactorily resolved under Step C, the Union may refer the matter to arbitration by giving the Employer written notice of intent to proceed to arbitration, within ten (10) calendar days after receipt of the County Grievance Board decision. At the same time the union gives notice to the Employer of intent to proceed to arbitration, the union shall request a list of seven (7) arbitrators from the State Bureau of Mediation Services and the parties shall alternately strike names from this list until only one (1) remains, which person shall be the arbitrator, with the first party striking to be determined by flip of a coin. The parties shall select the arbitrator pursuant to the above process within thirty (30) days after receipt of the panel of arbitrators from the Bureau of Mediation Services, unless the parties mutually agree to extend the thirty (30) day period.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider only the specific issue submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying the application of laws and rules and regulations having the force and effect of law. If the arbitrator finds that the grievance concerns matters not covered by this Agreement or the procedures contained herein have not been adhered to, the arbitrator shall return the matter to the parties without decision. The arbitrator shall submit the decision in writing within thirty

(30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding. The fee 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.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and Union representative involved in each step.

## **ARTICLE 21 - RETIREMENT**

1. The County agrees to permit retired employees to be continued on the then existing hospitalization and insurance programs provided they qualify for retirement under the rules and regulations of the P.E.R.A. or Coordinated Plans established by State Law and are otherwise eligible to continue coverage under Minn. Stat. §471.61.

2. The County has adopted a policy providing for the implementation of a Post-Retirement Health Care Savings Plan for qualifying employees covered by this agreement. Pursuant to that policy, to qualify for participation in the Post-Retirement Health Care Savings Plan, an employee must, at retirement, have been employed by the County for five (5) consecutive years immediately prior to retirement, and qualify for and receive retirement benefits under the rules and regulations of the Public Employees Retirement Association or other appropriate State of Minnesota sponsored retirement fund, or Social Security.

Pursuant to the Post-Retirement Health Care Savings Plan policy, the County shall, upon a qualifying employee's retirement, deposit the cash equivalent of the employee's accumulated, unused sick leave and accumulated, unused vacation into the employee's account with the plan.

Accumulated, unused sick leave shall be an amount equal to the number of hours of unused sick leave multiplied by the employee's hourly base pay rate during the last payroll period prior to retirement. Accumulated sick leave hours shall not exceed the maximum allowable hours of sick leave accumulation for the individual employee pursuant to Article 13,

Section 1. Accumulated, unused vacation shall be an amount equal to the number of hours of unused vacation time multiplied by the employee's hourly base pay rate during the last payroll period prior to retirement.

Prior to an employee's retirement, the County shall provide the employee with notice of their accrued vacation. The employee may utilize their vacation in full prior to retirement. If the employee does not qualify for the Post-Retirement Health Care Savings Plan, the employee shall, upon retirement, be paid in full for all accrued vacation. If the employee does qualify for the Post-Retirement Health Care Savings Plan, the employee shall have the cash equivalent of the employee's accrued vacation deposited into the employee's account pursuant to the County's Post-Retirement Health Care Savings Plan policy.

Adoption of the policy shall not be construed as a waiver of the County's position that employer contributions to Post-Retirement Health Care Savings Plans are not a mandatory topic of negotiations. The County may amend or repeal the policy at any time; provided, however, if the Union objects to the County's amendment or repeal, the Union shall be entitled, upon written notice to the County, to reinstate the terms of Article 19 of the 2000-2001 collective bargaining agreement in lieu of the Post-Retirement Health Care Savings Plan.

In the event that an employee is legally qualified to be exempt from the Post-Retirement Health Care Savings Plan and the employee's application for exemption is approved by the Plan Administrator, then in lieu of any of the above-referenced payments on behalf of the employee to a Post-Retirement Health Care Savings Plan account, the employee shall receive a taxable cash severance payment calculated as follows:

First, from the employee's accumulated, unused sick leave, calculate the lesser of one-half of the employee's accumulated, unused sick leave or the cost of the maximum life insurance benefit available to the employee under the employee's collective bargaining contract, when the life insurance is purchased as paid up life insurance. This amount shall be designated as the "option amount." The employee shall next designate the portion of the option amount which the employee wishes to use to purchase paid up life insurance. From the balance of the option amount, after deduction of the life insurance cost, shall be subtracted an amount equal to any Employer's FICA tax payable on the option amount. The remaining balance of the option amount shall then be paid to the employee as a cash payment, subject to withholding deductions required by law (e.g. employee's FICA, State and Federal income tax, etc.).

It is the parties' intention that in no event shall payment of the option amount, whether received as paid up life insurance or cash severance, result in a FICA tax payment by the Employer which cannot be fully deducted from the option amount.

3. The County is agreed to pay the employee's pension share as provided under Minnesota Law for payment into the P.E.R.A. Fund or the P.E.R.A. - Social Security Coordinated Plan for those employees having either plan, and to deduct the employee's share as required by the same pension law.

## **ARTICLE 22 - EQUAL APPLICATION**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, creed, color, national origin, sex, age, religion, marital status, political affiliation, disability or status with regard to public assistance. The Union shall represent all employees in the bargaining unit without discrimination.

## **ARTICLE 23 - RETENTION OF BENEFITS, SAVINGS CLAUSE**

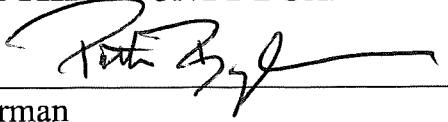
All benefits now enjoyed and practices employed by the employees as negotiated in this contract shall remain in full force during the period of this agreement except as modified by mutual agreement of the parties and except modification required by law.

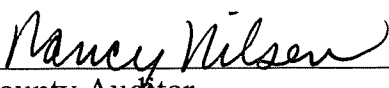
Savings Clause. If any provision of this agreement is declared by proper judicial authority to be unlawful, unenforceable or not in accordance with applicable Civil Service Rules or law, or is contrary to a federal or state administrative ruling or is found to be in violation of legislation or administrative regulations, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

## **ARTICLE 24 - TERMINATION AND RENEWAL**

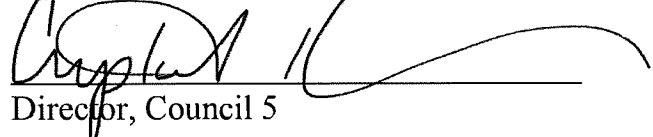
This Agreement shall be effective from January 1, 2023 until December 31, 2025. This agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by June 1, prior to the anniversary date that it desires to modify or terminate this agreement.

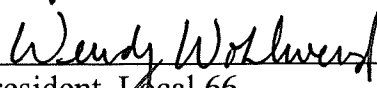
### **FOR THE COUNTY BOARD**

  
Chairman

  
County Auditor

### **FOR THE UNION**

  
Director, Council 5

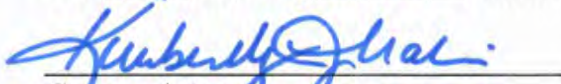
  
President, Local 66



Field Representative

\_\_\_\_\_  
Date

Approved as to form and execution  
this 20<sup>th</sup> day of March, 2023.

  
County Attorney

No. 2023-0164

## MERIT SYSTEM - BASIC UNIT EMPLOYEES

## PAY PLAN MB

2023 PAY PLAN  
Reflects 3.00% Increase  
PAY PLAN EFFECTIVE 12/17/2022

CLASSIFICATION	1	2	3	4	5	6	7	8	9	10	11	12	L1
<b>Accountant</b>													
(L1 after 10 years of Service)													
Annually	48,380	50,388	52,572	54,776	57,077	59,890	62,834	65,520	68,387				89,752
Monthly	4032	4198	4381	4565	4756	4974	5220	5480	5699				5813
Biweekly	1860.75	1938.00	2022.00	2106.75	2195.25	2285.75	2409.00	2520.00	2630.25				2682.75
Hourly	24.81	25.84	26.96	28.09	29.27	30.61	32.12	33.80	35.07				35.77
<b>Contract Services Representative</b>													
(L1 after 11 years of Service)													
Annually	53,781	55,965	58,442	61,191	64,136	66,983	70,005	72,988	76,382	80,048			81,647
Monthly	4482	4664	4870	5099	5345	5582	5834	6082	6365	6671			6804
Biweekly	2068.50	2152.50	2247.75	2353.50	2466.75	2576.25	2692.50	2807.25	2937.75	3078.75			3140.25
Hourly	27.58	28.70	29.97	31.38	32.89	34.35	35.90	37.43	39.17	41.05			41.87
<b>Health Informatics Specialist</b>													
(L1 after 12 years of Service)													
Annually	55,985	58,442	61,191	64,136	66,983	70,005	72,988	76,382	80,048	83,558	85,489		87,165
Monthly	4684	4870	5099	5345	5582	5834	6082	6365	6671	6983	7122		7264
Biweekly	2152.50	2247.75	2353.50	2466.75	2576.25	2692.50	2807.25	2937.75	3078.75	3213.75	3287.25		3352.50
Hourly	28.70	29.97	31.38	32.89	34.35	35.90	37.43	39.17	41.05	42.85	43.83		44.70
<b>Licensed Independent Clinical Social Worker</b>													
(L1 after 12 years of Service)													
Annually	55,985	58,442	61,191	64,136	66,983	70,005	72,988	76,382	80,048	83,558	85,489		87,165
Monthly	4684	4870	5099	5345	5582	5834	6082	6365	6671	6983	7122		7264
Biweekly	2152.50	2247.75	2353.50	2466.75	2576.25	2692.50	2807.25	2937.75	3078.75	3213.75	3287.25		3352.50
Hourly	28.70	29.97	31.38	32.89	34.35	35.90	37.43	39.17	41.05	42.85	43.83		44.70
<b>Social Work Coordinator</b>													
(L1 after 12 years of Service)													
Annually	55,985	58,442	61,191	64,136	66,983	70,005	72,988	76,382	80,048	83,558	85,489		87,165
Monthly	4684	4870	5099	5345	5582	5834	6082	6365	6671	6983	7122		7264
Biweekly	2152.50	2247.75	2353.50	2466.75	2576.25	2692.50	2807.25	2937.75	3078.75	3213.75	3287.25		3352.50
Hourly	28.70	29.97	31.38	32.89	34.35	35.90	37.43	39.17	41.05	42.85	43.83		44.70
<b>PHHS Program Analyst</b>													
(L1 after 13 years of Service)													
Annually	45,611	47,483	49,433	51,558	53,781	55,965	58,442	61,191	64,136	66,983	70,005	72,988	74,451
Monthly	3801	3957	4119	4287	4462	4664	4870	5099	5345	5582	5834	6082	6204
Biweekly	1754.25	1826.25	1901.25	1983.00	2068.50	2152.50	2247.75	2353.50	2466.75	2576.25	2692.50	2807.25	2863.50
Hourly	23.39	24.35	25.35	26.44	27.58	28.70	29.97	31.38	32.89	34.35	35.90	37.43	38.18
<b>Psychologist IV</b>													
(L1 after 9 years of Service)													
Annually	81,783	85,469	89,252	93,269	97,676	102,161	106,938	111,618					113,841
Monthly	6815	7122	7438	7772	8140	8513	8912	9302					9487
Biweekly	3145.50	3287.25	3437.75	3587.25	3756.75	3929.25	4113.00	4293.00					4378.50
Hourly	41.94	43.83	45.77	47.83	50.08	52.39	54.84	57.24					58.38
<b>Social Worker, Social Worker (CPS), Social Worker (LS)</b>													
(L1 after 11 years of Service)													
Annually	61,191	64,136	66,983	70,005	72,988	76,382	80,048	83,558	86,983	90,005	92,988		94,451
Monthly	5099	5345	5582	5834	6082	6365	6671	6983	7298	7592	7894		8082
Biweekly	2353.50	2466.75	2576.25	2692.50	2807.25	2937.75	3078.75	3213.75	3352.50	3492.50	3632.50		3772.50
Hourly	27.58	28.70	29.97	31.38	32.89	34.35	35.90	37.43	39.17	41.05	42.85		44.70
<b>Social Worker (MSW)</b>													
(L1 after 11 years of Service)													
Annually	53,781	55,965	58,442	61,191	64,136	66,983	70,005	72,988	76,382	80,048	83,558		85,489
Monthly	4482	4664	4870	5099	5345	5582	5834	6082	6365	6671	6983		7122
Biweekly	2068.50	2152.50	2247.75	2353.50	2466.75	2576.25	2692.50	2807.25	2937.75	3078.75	3213.75		3352.50
Hourly	27.58	28.70	29.97	31.38	32.89	34.35	35.90	37.43	39.17	41.05	42.85		44.70
<b>Staff Development Specialist Sr</b>													
(L1 after 10 years of Service)													
Annually	61,191	64,136	66,983	70,005	72,988	76,382	80,048	83,558	86,983	90,005	92,988		94,451
Monthly	5099	5345	5582	5834	6082	6365	6671	6983	7298	7592	7894		8082
Biweekly	2353.50	2466.75	2576.25	2692.50	2807.25	2937.75	3078.75	3213.75	3352.50	3492.50	3632.50		3772.50
Hourly	31.38	32.89	34.35	35.90	37.43	39.17	41.05	42.85	44.70	46.58	48.46		50.34

EXHIBIT A

The salary steps herein shall not include any amounts paid by any Social Service Board under the provisions of Minnesota Statutes, Section 471.61.

# EXHIBIT B

## PAY PLAN MB

## MERIT SYSTEM - BASIC UNIT EMPLOYEES

### 2024 PAY PLAN

Reflects 3.00% Increase

### PAY PLAN EFFECTIVE 12/16/2023

#### CLASSIFICATION

	1	2	3	4	5	6	7	8	9	10	11	12	L1
<b>Accountant</b>													
(L1 after 10 years of Service)													
Annually	49,823	51,909	54,152	56,414	58,793	61,484	64,506	67,490	70,434				71,838
Monthly	4152	4326	4513	4701	4899	5124	5376	5624	5870				5987
Biweekly	1916.25	1986.50	2082.75	2189.75	2261.25	2364.75	2481.00	2595.75	2709.00				2763.00
Hourly	25.55	26.62	27.77	28.93	30.15	31.53	33.08	34.61	36.12				36.84
<b>Contract Services Representative</b>													
(L1 after 11 years of Service)													
Annually	55,400	57,842	60,197	63,024	66,066	68,991	72,111	75,173	78,683	82,446			84,104
Monthly	4617	4804	5016	5252	5506	5749	6009	6264	6557	6871			7009
Biweekly	2130.75	2217.00	2315.25	2424.00	2541.00	2653.50	2773.50	2891.25	3026.25	3171.00			3234.75
Hourly	28.41	29.56	30.87	32.32	33.88	35.38	36.98	38.55	40.35	42.28			43.13
<b>Health Informatics Specialist</b>													
(L1 after 12 years of Service)													
Annually	57,642	60,197	63,024	66,066	68,991	72,111	75,173	78,683	82,446	86,073	88,023		89,778
Monthly	4804	5016	5252	5506	5749	6009	6264	6557	6871	7173	7335		7482
Biweekly	2217.00	2315.25	2424.00	2541.00	2653.50	2773.50	2891.25	3026.25	3171.00	3310.50	3385.50		3453.00
Hourly	29.56	30.87	32.32	33.88	35.38	36.98	38.55	40.35	42.28	44.14	45.14		46.04
<b>Licensed Independent Clinical Social Worker</b>													
(L1 after 12 years of Service)													
Annually	57,642	60,197	63,024	66,066	68,991	72,111	75,173	78,683	82,446	86,073	88,023		89,778
Monthly	4804	5016	5252	5506	5749	6009	6264	6557	6871	7173	7335		7482
Biweekly	2217.00	2315.25	2424.00	2541.00	2653.50	2773.50	2891.25	3026.25	3171.00	3310.50	3385.50		3453.00
Hourly	29.56	30.87	32.32	33.88	35.38	36.98	38.55	40.35	42.28	44.14	45.14		46.04
<b>Social Work Coordinator</b>													
(L1 after 12 years of Service)													
Annually	57,642	60,197	63,024	66,066	68,991	72,111	75,173	78,683	82,446	86,073	88,023		89,778
Monthly	4804	5016	5252	5506	5749	6009	6264	6557	6871	7173	7335		7482
Biweekly	2217.00	2315.25	2424.00	2541.00	2653.50	2773.50	2891.25	3026.25	3171.00	3310.50	3385.50		3453.00
Hourly	29.56	30.87	32.32	33.88	35.38	36.98	38.55	40.35	42.28	44.14	45.14		46.04
<b>PHHS Program Analyst</b>													
(L1 after 13 years of Service)													
Annually	46,976	48,906	50,915	53,099	55,400	57,842	60,197	63,024	66,066	68,991	72,111	75,173	76,694
Monthly	3915	4076	4243	4425	4617	4804	5016	5252	5506	5749	6009	6264	6391
Biweekly	1806.75	1881.00	1958.25	2042.25	2130.75	2217.00	2315.25	2424.00	2541.00	2653.50	2773.50	2891.25	2949.75
Hourly	24.09	25.08	26.11	27.23	28.41	29.56	30.87	32.32	33.88	35.38	36.98	38.55	39.33
<b>Psychologist IV</b>													
(L1 after 9 years of Service)													
Annually	84,240	88,023	91,923	96,057	100,601	105,222	110,156	114,972					117,254
Monthly	7020	7335	7660	8005	8383	8769	9180	9581					9771
Biweekly	3240.00	3385.50	3535.50	3694.50	3869.25	4047.00	4236.75	4422.00					4509.75
Hourly	43.20	45.14	47.14	49.26	51.59	53.96	56.49	58.96					60.13
<b>Social Worker, Social Worker (CPS), Social Worker (LS)</b>													
(L1 after 11 years of Service)													
Annually	55,400	57,842	60,197	63,024	66,066	68,991	72,111	75,173	78,683	82,446			84,104
Monthly	4617	4804	5016	5252	5506	5749	6009	6264	6557	6871			7009
Biweekly	2130.75	2217.00	2315.25	2424.00	2541.00	2653.50	2773.50	2891.25	3026.25	3171.00			3234.75
Hourly	28.41	29.56	30.87	32.32	33.88	35.38	36.98	38.55	40.35	42.28			43.13
<b>Social Worker (MSW)</b>													
(L1 after 11 years of Service)													
Annually	55,400	57,842	60,197	63,024	66,066	68,991	72,111	75,173	78,683	82,446			84,104
Monthly	4617	4804	5016	5252	5506	5749	6009	6264	6557	6871			7009
Biweekly	2130.75	2217.00	2315.25	2424.00	2541.00	2653.50	2773.50	2891.25	3026.25	3171.00			3234.75
Hourly	28.41	29.56	30.87	32.32	33.88	35.38	36.98	38.55	40.35	42.28			43.13
<b>Staff Development Specialist Sr</b>													
(L1 after 10 years of Service)													
Annually	63,024	66,066	68,991	72,111	75,173	78,683	82,446	86,073	90,129				91,904
Monthly	5252	5506	5749	6009	6264	6557	6871	7173	7511				7659
Biweekly	2424.00	2541.00	2653.50	2773.50	2891.25	3026.25	3171.00	3310.50	3466.50				3534.75
Hourly	32.32	33.88	35.38	36.98	38.55	40.35	42.28	44.14	46.22				47.13

The salary steps herein shall not include any amounts paid by any Social Service Board under the provisions of Minnesota Statutes, Section 471.61.

## PAY PLAN MB

## MERIT SYSTEM - BASIC UNIT EMPLOYEES

## 2025 PAY PLAN

Reflects 3.00% Increase

PAY PLAN EFFECTIVE 12/14/2024

CLASSIFICATION

CLASSIFICATION														L1
Accountant (L1 after 10 years of Service)	Annually	51,324	53,469	55,770	58,110	60,548	63,336	66,437	69,518	72,540				74,003
	Monthly	4277	4456	4648	4843	5046	5278	5536	5793	6045				6167
	Biweekly	1974.00	2056.50	2145.00	2235.00	2328.75	2436.00	2555.25	2673.75	2790.00				2846.25
	Hourly	26.32	27.42	28.60	29.80	31.05	32.48	34.07	35.65	37.20				37.95
Contract Services Representative (L1 after 11 years of Service)	Annually	57,057	59,378	62,010	64,916	68,055	71,058	74,276	77,435	81,042	84,923			86,619
	Monthly	4755	4948	5168	5410	5671	5922	6190	6453	6754	7077			7218
	Biweekly	2194.50	2283.75	2385.00	2496.75	2617.50	2733.00	2856.75	2978.25	3117.00	3266.25			3331.50
	Hourly	29.26	30.45	31.80	33.29	34.90	36.44	38.09	39.71	41.56	43.55			44.42
Health Informatics Specialist (L1 after 12 years of Service)	Annually	59,378	62,010	64,916	68,055	71,058	74,276	77,435	81,042	84,923	88,647	90,656		92,469
	Monthly	4948	5168	5410	5671	5922	6190	6453	6754	7077	7387	7555		7706
	Biweekly	2283.75	2385.00	2496.75	2617.50	2733.00	2856.75	2978.25	3117.00	3266.25	3409.50	3486.75		3556.50
	Hourly	30.45	31.80	33.29	34.90	36.44	38.09	39.71	41.56	43.55	45.46	46.49		47.42
Licensed Independent Clinical Social Worker (L1 after 12 years of Service)	Annually	59,378	62,010	64,916	68,055	71,058	74,276	77,435	81,042	84,923	88,647	90,656		92,469
	Monthly	4948	5168	5410	5671	5922	6190	6453	6754	7077	7387	7555		7706
	Biweekly	2283.75	2385.00	2496.75	2617.50	2733.00	2856.75	2978.25	3117.00	3266.25	3409.50	3486.75		3556.50
	Hourly	30.45	31.80	33.29	34.90	36.44	38.09	39.71	41.56	43.55	45.46	46.49		47.42
Social Work Coordinator (L1 after 12 years of Service)	Annually	59,378	62,010	64,916	68,055	71,058	74,276	77,435	81,042	84,923	88,647	90,656		92,469
	Monthly	4948	5168	5410	5671	5922	6190	6453	6754	7077	7387	7555		7706
	Biweekly	2283.75	2385.00	2496.75	2617.50	2733.00	2856.75	2978.25	3117.00	3266.25	3409.50	3486.75		3556.50
	Hourly	30.45	31.80	33.29	34.90	36.44	38.09	39.71	41.56	43.55	45.46	46.49		47.42
PHHS Program Analyst (L1 after 13 years of Service)	Annually	48,380	50,369	52,436	54,698	57,057	59,378	62,010	64,916	68,055	71,058	74,276	77,435	78,995
	Monthly	4032	4197	4370	4558	4755	4948	5168	5410	5671	5922	6190	6453	6583
	Biweekly	1860.75	1937.25	2016.75	2103.75	2194.50	2283.75	2385.00	2496.75	2617.50	2733.00	2856.75	2978.25	3036.25
	Hourly	24.81	25.83	26.89	28.05	29.26	30.45	31.80	33.29	34.90	36.44	38.09	39.71	40.51
Psychologist IV (L1 after 9 years of Service)	Annually	86,775	90,656	94,673	98,943	103,623	108,381	113,451	118,424					120,764
	Monthly	7231	7555	7889	8245	8635	9032	9454	9869					10064
	Biweekly	3337.50	3486.75	3641.25	3805.50	3985.50	4168.50	4363.50	4554.75					4644.75
	Hourly	44.50	46.49	48.55	50.74	53.14	55.58	58.18	60.73					61.93
Social Worker, Social Worker (CPS), Social Worker (LS) (L1 after 11 years of Service)	Annually													78,995
	Monthly													6583
	Biweekly													3036.25
	Hourly													40.51
Social Worker (MSW) Social Worker (CPS) (MSW) (L1 after 11 years of Service)	Annually	57,057	59,378	62,010	64,916	68,055	71,058	74,276	77,435	81,042	84,923			86,619
	Monthly	4755	4948	5168	5410	5671	5922	6190	6453	6754	7077			7218
	Biweekly	2194.50	2283.75	2385.00	2496.75	2617.50	2733.00	2856.75	2978.25	3117.00	3266.25			3331.50
	Hourly	29.26	30.45	31.80	33.29	34.90	36.44	38.09	39.71	41.56	43.55			44.42
Staff Development Specialist Sr (L1 after 10 years of Service)	Annually	64,916	68,055	71,058	74,276	77,435	81,042	84,923	88,647	92,840				94,653
	Monthly	5410	5671	5922	6190	6453	6754	7077	7387	7737				7888
	Biweekly	2496.75	2617.50	2733.00	2856.75	2978.25	3117.00	3266.25	3409.50	3570.75				3640.50
	Hourly	33.29	34.90	36.44	38.09	39.71	41.56	43.55	45.46	47.61				48.54

The salary steps herein shall not include any amounts paid by any Social Service Board under the provisions of Minnesota Statutes, Section 471.61.



## Saint Louis County

100 North 5th Ave. West, Room 202 • Duluth, Minnesota 55802-1287 (218) 726-2450

December 3, 2004

AFSCME Council 5  
Attn: Mr. Marsh Stenersen  
Business Representative  
211 West Second Street  
Duluth, MN 55802

Re: Merit System Basic Unit  
Transfers

Dear Mr. Stenersen:

This letter will confirm that the current Public Health and Human Services Department practice is that employees shall not be involuntarily transferred from one geographic region to another. Geographic regions are defined as Ely, Range (Hibbing and Virginia) and Duluth.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ray Sweeney".

County Board Chair

EXHIBIT E



# Saint Louis County

100 North 5th Avenue West, Rm. 202, Duluth, Minnesota 55802-1287 (218) 726-2562

January 30, 2002

Mr. Marsh Stenersen  
Business Representative  
AFSCME Council 96  
211 West Second Street  
Duluth, MN 55802

Re: 2002-2003 Merit System Basic Unit Agreement  
Telework

Dear Mr. Stenersen:

During negotiation of the above agreement the parties agreed to enter into a letter of understanding pertaining to telework stating as follows:

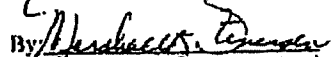
St. Louis County is developing policies and procedures whereby certain employees designated by the Employer may be granted telework opportunities. The parties agree to meet and confer regarding the telework policies and procedures. If, as a result of these discussions, it is necessary to reopen the contract to address mandatory topics of negotiations, the parties agree that the contract may be reopened for this limited purpose.


Our signatures below will indicate agreement to the terms of this letter on behalf of St. Louis County and AFSCME Council 96, respectively.

Yours very truly,

  
County Board Chairman

Accepted on Behalf of AFSCME  
Council 96:

By:   
Its: Business Representative

By:   
Its: President Local 66

By: \_\_\_\_\_  
Its: \_\_\_\_\_

"The mission of St. Louis County is to provide to its people those services mandated and expected by its citizens so as to provide a good quality of life"



# Saint Louis County

100 North Fifth Avenue West, Room 202 • Duluth, MN 55802-1287  
Phone: (218) 726-2450 • Fax: (218) 726-2469 • [www.stlouiscountymn.gov](http://www.stlouiscountymn.gov)

December 17, 2016


Mr. Ken Loeffler-Kemp  
Field Representative  
AFSCME Council 5  
211 West Second Street, Suite 200  
Duluth, MN 55802

RE: 2017-2019 St. Louis County Merit System Basic Unit Agreement

Dear Mr. Loeffler-Kemp,

This letter will confirm that during negotiation of the 2017-2019 Merit System Basic Unit agreement, the parties agreed that the contract could be reopened upon mutual agreement for the limited purpose of negotiating proposed benefit changes to the St. Louis County health plan.

Yours very truly,

  
County Board Chairman

Accepted on behalf of AFSCME Council 5:

By: 

Its: Field Representative

By: 

Its: Northern Field Director

By: 

Its: Local 66 President

EXHIBIT G



# Saint Louis County

Administration • 100 North Fifth Avenue West, Room 202 • Duluth, MN 55802  
Phone: (218) 726-2450 • Fax: (218) 726-2469 • [www.stlouiscountymn.gov](http://www.stlouiscountymn.gov)

Chad McKenna  
Field Representative  
AFSCME Council 5  
211 West 2<sup>nd</sup> Street  
Duluth, MN 55802

Dear Mr. McKenna,

This letter will confirm that during negotiations of the 2020 – 2022 Merit System Basic Unit agreement, the parties agreed that the Employer will reimburse those employees who hold the position of Psychologist or a position with St. Louis County that require an LICSW or LADC as part of the minimum qualifications for the position, for the costs of maintaining (not acquisition) licensure, membership and continuing education units consistent with other classifications in the County with preapproval.

Yours very truly,

County Board Chairman

Accepted on behalf of AFSCME Council 5

By: CMK

Its: FIELD REPRESENTATIVE

By: R. D. H.

Its: LOCAL 66 PRESIDENT

By: \_\_\_\_\_

Its: \_\_\_\_\_



# Saint Louis County

Administration • 100 North Fifth Avenue West, Room 202 • Duluth, MN 55802  
Phone: (218) 726-2450 • Fax: (218) 726-2469 • [www.stlouiscountymn.gov](http://www.stlouiscountymn.gov)

Chad McKenna  
Field Representative  
AFSCME Council 5  
211 West 2<sup>nd</sup> Street  
Duluth, MN 55802

RE: 2020-2022 St. Louis County Merit System Basic Unit Agreement

Dear Mr. McKenna,

This letter will confirm that during negotiations of the 2020 – 2022 Merit System Basic Unit agreement, the parties agreed that the contract could be reopened upon mutual agreement for the limited purpose of addressing the clean-up language changes in the event St. Louis County provides notice to move the administration of employees, covered by this contract, to being administered under MN Stat 383C.

Yours very truly,

County Board Chairman

Accepted on behalf of AFSCME Council 5

By: Chad McKenna

Its: FIELD REPRESENTATIVE

By: Dan D. B.

Its: LOCAL 66 PRESIDENT

By: \_\_\_\_\_

Its: \_\_\_\_\_

"An Equal Opportunity Employer"



# Saint Louis County

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Human Resources Department • 100 N 5th Ave West, RM 1 • Duluth, MN 55802-1202  
Phone: 218-726-2422 • Fax: 218-725-5054

AFSCME Council 5  
Attn: Eric Jacobson  
211 West Second Street  
Duluth, MN 55802

Re: Merit System Basic Unit  
Deferred Compensation Account Payments

Dear Mr. Jacobson:

This letter is to confirm the agreement between St. Louis County and AFSCME Council 5 on behalf of the Merit System Basic Unit regarding payouts of compensatory time under Article 9, being paid into an employee's deferred compensation account.

Non-probationary active employees have the option, exercisable by completing and returning to the County Auditor's Office, within the time limits prescribed by the County Auditor's Office, a deferred compensation authorization form, to have any portion of the employee's compensatory time payout pursuant to Article 9, directly paid into the employee's deferred compensation account. The employee must have enrolled in a deferred compensation account prior to the payout, in accordance with the requirements of the County Auditor's Office. The payment will be in addition to any amount which the employee has previously designated to be paid out of the employee's regular wages into the employee's deferred compensation account, subject to the statutory maximum contribution. Employees who have left employment with St. Louis County are not eligible for this optional payment into the deferred compensation account. Wage garnishments, wage withholding orders, and other legally binding deductions take precedent over the terms of this side letter. All terms of this side letter are subject to the requirements and restrictions of the St. Louis County Auditor's Office, as maybe in effect from time to time.



*Resolution  
of the  
**Board of County Commissioners**  
St. Louis County, Minnesota  
Adopted on: March 7, 2023 Resolution No. 23-161  
Offered by Commissioner: Harala*

---

**Merit Basic Unit Agreement: 2023 – 2025**

RESOLVED, That the 2023-2025 Merit Basic unit contract is ratified and county officials are authorized to execute the Collective Bargaining Unit Agreement, a copy of which is on file in County Board File No. 61915.

Commissioner Harala moved the adoption of the Resolution and it was declared adopted upon the following vote:

Yeas – Commissioners Harala, Grimm, McDonald, Musolf, Nelson, Jugovich and Chair Boyle – 7

Nays – None

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STATE OF MINNESOTA  
Office of County Auditor, ss.  
County of St. Louis

I, **NANCY NILSEN**, Auditor of the County of St. Louis, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 7<sup>th</sup> day of March, A.D. 2023, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 7<sup>th</sup> day of March, A.D., 2023.

NANCY NILSEN, COUNTY AUDITOR

By:   
Clerk of the County Board/Deputy Auditor