

MEMORANDUM OF UNDERSTANDING – “LATERAL HIRE” SERVICE CREDIT

Between

St. Louis County Board of Commissioners

And

AFSCME Council 5, Representing County Attorneys Investigator Unit

This Memorandum of Understanding is made and entered into by and between the St. Louis County Commissioners, hereinafter referred to as the “Employer” and the County Attorneys Investigator Unit, AFSCME Local 3761, hereinafter referred to as the “Union”.

WHEREAS, the Employer and Union are parties to a collective bargaining agreement effective January 1, 2026 through December 31, 2028; and

WHEREAS, this agreement covers County Attorney Investigator employees in the following classifications pursuant to the collective bargaining agreement: Investigator and Investigator/Victim Witness; and

WHEREAS, language permitting outside applicants to receive prior employment service credit towards St. Louis County benefits has not previously been negotiated; and

WHEREAS, the parties are mutually interested in the development and use of an appointment process, commonly referred to as “Lateral Hires” in the law enforcement profession, where a newly hired employee may be given service credit, at the time of hire, for prior qualifying experience in a job determined by the director of human resources and County Attorney to be similar to those job classifications covered by this agreement; and

WHEREAS, the parties are mutually interested in establishing terms and conditions of employment for individuals hired into a job classification, represented by the Union, in the County Attorney’s Office.

NOW, THEREFORE, the Employer and Union agree as follows:

1. ARTICLE 7 – SALARIES, PAY DATES; SECTION 5

New employees may be credited with Years of Service towards placement in a step or a Longevity step and subsequent Longevity stepping within the pay plan, at the time of hire, for prior experience in a job determined by the director of human resources and County Attorney to be similar to those job classifications covered by this agreement.

2. ARTICLE 9 – PERSONAL LEAVE

With the approval of the director of human resources and County Attorney, a newly hired employee may be given credit within the Personal Leave accrual schedule for initial placement (i.e., one full-year necessary for the 4 days of personal leave accrual level), at the time of hire, for prior experience in a job determined by the director of human resources and County Attorney to be similar to those job classifications covered by this agreement.

3. ARTICLE 10 – VACATIONS

With the approval of the director of human resources and County Attorney, a newly hired employee may be given years of service credit within the Vacation accrual schedule for initial placement, at the time of hire, and subsequent advancement, for prior experience in a job

determined by the director of human resources and County Attorney to be similar to those job classifications covered by this agreement.

4. **ARTICLE 11 – SICK AND PARENTAL LEAVE**

With the approval of the director of human resources and County Attorney, a newly hired employee may be given years of service credit within the Sick and Parental Leave accrual schedule for initial placement, at the time of hire, and subsequent advancement, for prior experience in a job determined by the director of human resources and County Attorney to be similar to those job classifications covered by this agreement.

5. **ARTICLE 18 – PROBATION**

Employees who resign and are rehired under this Memorandum and who were previously certified as a permanent employee in a job class represented by the County Attorney's Investigator unit, will not have to serve another probationary period and will be considered as already certified in the class they were previously certified in. This provision only applies if the former employee is rehired within six (6) months of separation.

6. All years of service credit credited to an employee under this Memorandum of Understanding shall remain credited to the employee even after the sunset of the Memorandum of Understanding, while the employee remains continuously employed by St. Louis County.

7. The Employer shall notify the Union within 14 calendar days of a newly hired employee receiving notice of enhanced benefits under the Memorandum of Understanding. The written notice shall identify the newly hired employee, the wage step placement, personal leave accrual rate, vacation accrual rate, sick and parental leave accrual rate, and the relevant corresponding years of service credit.

8. Any agreed upon amendments to the terms of the Memorandum of Understanding shall be memorialized in writing and signed by both parties.

9. This Memorandum of Understanding may be terminated by the Employer or by the Union without cause upon thirty (30) days' written notice of intent to terminate made by either party. However, if either party gives written notice of intent to terminate, the terms and conditions of this Memorandum of Understanding shall remain in full force and affect until such time that the parties have successfully negotiated changes or termination of the Memorandum of Understanding. The parties may agree to meet and confer for the purpose of entering into a new Memorandum of Understanding; however, such meeting shall not affect the provisions of the Labor Agreement.

Dated this 11th day of February, ²⁰¹⁶~~2025~~

FOR THE UNION:

By: 
Its President, AFSCME Local 3761

**ST. LOUIS COUNTY
BOARD OF COMMISSIONERS:**

By: 
Its Chair

By: Gary VanMe
Its Field Director

By: [Signature]
Its Field Representative

Approved as to form and execution:

[Signature]
St. Louis County Attorney

Date: 3/3/26

No. 2026 - 0050



*Resolution
of the
Board of County Commissioners*

St. Louis County, Minnesota

Adopted on: February 10, 2026 Resolution No. 26-111

Offered by Commissioner: McDonald

County Attorney Investigators Unit 2026-2028 Collective Bargaining Agreement

WHEREAS, The County Attorney Investigators unit bargaining agreement expired December 31, 2025; and

WHEREAS, St. Louis County and the American Federation of State, County and Municipal Employees (AFSCME) reached agreement on terms of a new collective bargaining agreement effective January 1, 2026, through December 31, 2028.

THEREFORE, BE IT RESOLVED, That the 2026-2028 County Attorney Investigators unit contract is ratified, and the appropriate county officials are authorized to execute the collective bargaining unit agreement, a copy of which is on file in County Board File No. 62537.

Commissioner McDonald moved the adoption of the Resolution and it was declared adopted upon the following vote:
Yeas – Commissioners Harala, Boyle, Grimm, McDonald, Musolf, Nelson and Chair Jugovich – 7
Nays – None

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 10th day February, A.D. 2026, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 10th day of February, A.D., 2026.

NANCY NILSEN, COUNTY AUDITOR

By: 
Clerk of the County Board/Deputy Auditor

