

**AGREEMENT**  
**BETWEEN**  
**ST. LOUIS COUNTY**  
**AND**  
**ARROWHEAD PUBLIC SERVICE UNION**  
**REPRESENTING**  
**ST. LOUIS COUNTY MERIT SUPERVISORY EMPLOYEES**

2023-2025

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – RECOGNITION .....	1
ARTICLE 2 – MANAGEMENT RIGHTS .....	1
ARTICLE 3 – UNION ACTIVITY/UNION SECURITY .....	1
ARTICLE 4 – SELECTION OF PERSONNEL, RECORDS .....	2
ARTICLE 5 – APPOINTMENTS, STATUS .....	2
ARTICLE 6 – WORK DAY/WORK WEEK/REST PERIODS .....	6
ARTICLE 7 – MERIT SALARIES, REIMBURSEMENT OF EXPENSES .....	8
ARTICLE 8 – SALARY DEDUCTIONS .....	10
ARTICLE 9 – HOLIDAYS .....	10
ARTICLE 10 – VACATION .....	11
ARTICLE 11 – SICK AND PARENTAL LEAVE .....	12
ARTICLE 12 – SICK LEAVE BANK .....	13
ARTICLE 13 – INSURANCE .....	14
ARTICLE 14 – WORKERS’ COMPENSATION .....	16
ARTICLE 15 – LEAVES OF ABSENCE .....	17
ARTICLE 16 – PROFESSIONAL, POLITICAL ACTIVITY .....	19
ARTICLE 17 – GRIEVANCE PROCEDURE .....	19
ARTICLE 18 – RETIREMENT .....	21
ARTICLE 19 – EQUAL APPLICATION .....	23
ARTICLE 20 – RETENTION OF BENEFITS, SAVINGS .....	23
ARTICLE 21 – TERMINATION AND RENEWAL .....	23
EXHIBIT A – 2023 Pay Plan Effective December 17, 2022 .....	24
EXHIBIT B – 2024 Pay Plan Effective December 16, 2023 .....	25
EXHIBIT C – 2025 Pay Plan Effective December 14, 2024 .....	26
EXHIBIT D – Anniversary Dates .....	27
EXHIBIT E – October 28, 2002 Letter – Telework .....	29
EXHIBIT F – Professional License Reimbursement .....	30
EXHIBIT G – Deferred Comp Side Letter .....	31

**AGREEMENT BETWEEN ST. LOUIS COUNTY  
AND  
ARROWHEAD PUBLIC SERVICE UNION  
REPRESENTING ST. LOUIS COUNTY  
MERIT SUPERVISORY EMPLOYEES**

**ARTICLE 1 – RECOGNITION**

St. Louis County (hereinafter referred to as “Employer”) recognizes Arrowhead Public Service Union (hereinafter “Union”) as the exclusive representative for collective bargaining purposes for all Supervisory Merit employees of the St. Louis County Public Health and Human Services Department (hereinafter referred to as “the Department”), who are public employees within the meaning of Minn. Stat. Sec. 179A.03, subd. 14, excluding the Public Health and Human Services Director, confidential 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 condition 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 operate, manage, and control its properties and facilities, to establish functions and programs, to set budgets, to determine the utilization of technology, to establish or modify its organizational structure, to maintain order and efficiency, to determine the number of personnel and the amount of supervision, to direct the work force, to hire, promote, transfer, assign, suspend, demote, discharge or retain the employees in this unit, and to take whatever action necessary to carry out the mission of the Employer in situations of emergency. Such rights and responsibilities are limited only as specifically stated within this Agreement.

**ARTICLE 3 – UNION ACTIVITY/UNION SECURITY**

A. 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 time does not interfere with normal operation of the Department. The Employee shall not be discriminated against nor lose any rights or status earned or enjoyed as a result of the leave.

B. Union representatives shall have access to the premises to meet and confer with employees, but the Union agrees not to interfere with the Employer's operations.

C. Payment of dues:

1. 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.

2. 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.

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

#### **ARTICLE 4 – SELECTION OF PERSONNEL, RECORDS**

A. Employment of staff in this bargaining unit will be administered under Minn. Stat. §383C.03 et seq., Civil Service Employment System. The Department is an equal opportunity employer.

B. Civil Service System. Supervisory and managerial positions of Social Service Supervisor, Division Director, Administrative Assistant, and other professional positions, candidates will be selected under Minn. Stat. §383C.03 et seq., Civil Service Employment System. This includes appointments, transfers, reinstatements from competitive employment lists and reemployment lists.

C. Personnel Records. The Employer maintains a personnel record for each employee, which shall be maintained in accordance with the Minnesota Data Practices Act.

#### **ARTICLE 5 – APPOINTMENTS, STATUS**

A. Probationary Period. All new, non-temporary employees are subject to a probationary period during their first six months of employment. Employees may not take any paid vacation leave during this time. The six month probationary period may be extended up to a maximum of 12 months.

Promoted employees also serve a six-month probationary period in the new class. (There is no restriction on vacation leave if total employment with the Department exceeds six (6) months.)

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.

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

B. 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.

C. Promotions/Examination Time. If the examination is given during working hours, the employee may take the exam with supervisory approval without losing any benefits.

D. Voluntary Demotions. An employee who wishes to take a position in a lower job classification should notify the Personnel Office. If this person's present salary is within the salary range of the lower class, it may remain the same although the specific salary assignment must be determined and approved in each case. If this person's present salary is above the range of the lower class, it shall be lowered so that it is within this salary range.

E. Resignations/Severance. An employee resigning must give four (4) weeks advance written notice of resignation to the Department Head. Accrued vacation time may not be counted as any part of the four week's notice.

Upon separation from employment, an employee shall be paid for accrued vacation up to 270 hours.

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 (3) consecutive work days shall be deemed to have resigned.

F. Layoffs.

1. Seniority is the total accumulation of paid service within a classification. In promotions or transfers, seniority shall continue to accrue in the classification(s) in which the employee previously served. However, seniority in a classification(s) in the Merit Basic Unit in which the employee previously served shall be retained but shall only continue to accrue during the employee's service in a classification within the Merit Basic Unit.

Only service within this Department is considered for purposes of computing service within a classification. Seniority previously earned by an employee in a Civil Service System classification(s) shall be retained, but shall only continue to accrue during the employee's service within a Civil Service classification.

Effective January 1, 2021, employees' seniority within a Merit classification will be credited to their new Civil Service Classification.

2. When it becomes necessary, through shortage of work, lack of funds, abolishment of a position, or for other causes for which an employee is not at fault, to lay off an employee within the Merit Supervisory bargaining unit, the following apply:

a. Any certified or probationary employee about to be laid off shall be demoted to displace any employee with less seniority in the next lower class in which they previously served unless they elects to be laid off. In either event the name of such employee shall be placed on an appropriate layoff list.

b. All emergency, provisional, probationary, and limited term employees within the same class in the Department shall be laid off first.

c. Layoff shall be in the inverse order of seniority within a classification.

d. 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 years of service with the agency; second by the average of the three last and most recent agency ratings or by such ratings or average of ratings as such employees have received. Remaining ties will be broken by calling the flip of a coin.

e. The Employer shall give each affected employee notice by certified mail – receipt signed by addressee only, at least ten (10) working days before the effective date of any layoff and shall state the reason for the layoff.

f. Layoff List: Whenever the Employer wishes to fill a vacancy or a new position in the bargaining unit or 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.

g. 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 them, 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.

h. No employee shall have their name removed from a layoff list for refusing to accept an appointment in a geographical location other than the location from which said employee was laid off. For the purposes of this Article, the parties agree that there are two geographic locations: the Duluth area shall be considered as one location and the Range area shall be considered as another location.

i. In the event of layoff of an employee within this unit who has retained seniority in a classification within the Merit Basic Unit, an employee shall have the right to exercise their seniority to displace an employee within the Merit Basic Unit who has less seniority accrued within the Merit Basic Unit. All members of this unit who have seniority in both this unit and the Merit Basic Unit shall compute their seniority, for purposes of bumping back into the Merit Basic Unit, based only on their time of service in the Merit Basic Unit.

G. Transfers. Notice of the classification and location of positions available in the Department will normally be posted electronically. Employees in the same classification may request consideration for lateral transfer by submitting a memorandum to the Personnel Office within the stated time limit. 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.

H. Dismissals. Any dismissal for disciplinary reasons shall not be finalized until the expiration of a five (5) day period of suspension without pay. Dismissals are subject to the grievance procedure.

## **ARTICLE 6 – WORK DAY/WORK WEEK/REST PERIODS**

A. All employees shall work seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week, as the normal schedule. Normal work days shall be Monday through Friday and normal work hours shall be 8:00 a.m. through 4:30 p.m., except for functions operating on a continuous shift basis or requiring departure from the normal schedule, except as developed under the provisions in Sections E and F of this Article or mutually agreed upon by the employee and Department Head or designee.

B. Equivalent compensatory time off for hours of work over 37½ hours per week will be allowed under the following conditions:

1. Regularly scheduled meetings or regularly scheduled appointments held after the employees scheduled work shifts.
2. Employees attending workshops that are job-related when the workshop is on the employee's scheduled day off and the request of compensatory time has been approved by the Department Head or designee.

Effective the first day of the first payroll period following ratification of this Agreement, 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:

1. When approved in advance by the employee's supervisor;
2. In an emergency situation. Emergency is defined as the following unforeseen/ unplanned situations:
  - a) Any time that the employee must take action to prevent loss of life, or to prevent injury to the client's health or safety, or in response to a critical incident involving an agency employee.
  - b) 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 employee and their supervisor. Accumulated compensatory time will be paid in cash to the employee not allowed compensatory time off during the calendar quarter in which the compensatory time was earned or during the next calendar quarter.

- C. Scheduled on call list. Effective December 21, 2019, employees will be paid an amount which is the equivalent to one and one half (1-1/2) hour pay at the employee's regular hourly rate of pay per day when required to be on-call from 4:30 p.m. to 8:00 a.m., commencing on Monday, Tuesday, Wednesday, Thursday or Friday; employees will be paid an amount which is the equivalent to two (2) hours at the employee's regular hourly rate of pay when required to be on call from 8:00 a.m. on Saturday until 8:00 a.m. on Sunday; employees will be paid an amount which is the equivalent to two (2) hours at the employee's regular hourly rate of pay when required to be on call from 8:00 a.m. on Sunday until 8:00 a.m. on Monday; employees will be paid an amount which is the equivalent to three (3) hours at the employee's regular hourly rate of pay when required to be on call from 8:00 a.m. on an observed holiday, as described in Article 9, Section A, until 8:00 a.m. on the following day.

In lieu of payment for on call, as described above, an employee may elect to accrue an equivalent amount of compensatory time at straight time rates.

Supervisors assigned to on call rotational coverage shall be available to accept telephonic or other approved communications. There shall be a daily schedule of on call coverage which shall be posted on a quarterly basis by the Department. Once posted, Supervisors will be allowed to trade or pick up coverage periods.

- D. Effective the first day of the first payroll period following ratification of this Agreement, emergency calls, which occur during off hours or during hours in which the employee is designated to be on call, necessitated by crisis, provided that such crisis requires the employee to work for 7 and one-half (1/2) minutes or more, rounded to the nearest 15 minute increment, shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.

For the purpose of computing eligibility for compensatory time or premium pay described in Article 6, Section D, hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

E. By mutual agreement between the parties, a trial period, the length of which shall be agreed upon by the parties, of a four-day work week may be undertaken, with hours worked per week to remain the same as indicated in Article 6, Section A.

F. Flextime, job sharing and permanent part-time arrangements may be implemented for work units upon mutual agreement between the Department Head and the Union.

G. Employees shall be permitted two fifteen (15) minute rest periods per day.

## **ARTICLE 7 – MERIT SALARIES, REIMBURSEMENT OF EXPENSES**

A. All employees covered under this contract shall receive effective December 17, 2022 the salary rate set forth and annexed hereto as Exhibit A (reflects a 3.00% increase). All employees covered under this contract shall receive effective December 16, 2023 the salary rate set forth and annexed hereto as Exhibit B (reflects a 3.00% increase). All employees covered under this contract shall receive effective December 14, 2024 the salary rate set forth and annexed hereto as Exhibit C (reflects a 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 pay check of the new payroll year. The bi-weekly salary will be computed by multiplying the monthly salary times twelve (12) and dividing by twenty-six (26). The 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, as well as the use of allotted personal leave days specified in other provisions of this Agreement.

Permanent and probationary employees hired on or before the date of full execution of the Agreement will receive a one-time cash payment, not added to base, in the gross amount of \$400 subject to required payroll tax withholdings, effective the first day of the first full pay period in 2023 or the ratification of the 2023-2025 bargaining agreement, whichever is later.

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

C. All such increases shall be carried with each employee in promotion to higher and demotion to lower classification, but not to exceed the maximum salary of the lower classification. No employee shall receive a lower salary in any classification than what they began at for their particular classification.

D. 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 2.0% 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.).

E. The anniversary date for an employee shall remain constant as of the employee’s date of hire throughout the tenure of the employee, except when adjusted due to unpaid leaves of absence of more than thirty (30) days’ duration.

F. Expense Accounts. Expense accounts are limited to personnel involved in Department business. Explanation of 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.

Transportation, meals, and lodging reimbursement – at Board-approved rate.

G. Step Upon Promotion. For promotions occurring on or after January 1, 2012, the salary of an employee who is promoted will be increased to the step in the new grade that is equal to a two (2) step increase from the employee’s current rate. If there is not a rate in the new grade that is equal to the two-step increase rate of pay, the employee will be placed on the next highest step in the new grade so as to provide a minimum of a two-step increase upon promotion.

For promotions occurring on or after December 31, 2014, the supervisor’s rate of pay upon promotion shall not be less than Step five (5) of the highest paid subordinate class reporting directly to the supervisor as of the effective date of the supervisor’s promotion. In the event the two step increase yields a rate of pay that is less than Step five (5) of the highest paid subordinate class reporting directly to the supervisor, the increase upon promotion will be to the step that is at least equal to Step five (5) of the highest paid subordinate class reporting directly to the supervisor.

Paragraph 2 of Article 7, Section G does not apply to the supervisor/subordinate relationship involving the supervision of any of the Psychologist classifications.

## **ARTICLE 8 – SALARY DEDUCTIONS**

The following salary deductions are authorized by the law:

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 – HOLIDAYS**

A. For permanent and probationary employees, the following days shall be considered holidays, namely: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. If one of the above listed holidays falls on an employee's regularly scheduled day off, another day off will be scheduled during that payroll period.

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, compensatory time off, or on a paid leave of absence.

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 2023. 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.

B. For permanent and probationary employees with at least three months of County employment, two (2) days of personal leave with pay will be granted to employees per year of employment, except that employees whose most recent date of hire is prior to January 1, 2015 shall have four (4) days of personal leave with pay each year after the first year of employment. Personal leave shall be taken at a time mutually agreeable to the employee and their supervisor. Personal leave days are not accumulative from year to year. Employees appointed on a temporary, emergency, or limited term basis are not eligible for the personal leave days. Personal leave may be taken in fifteen (15) minute increments.

C. Part-Time Employees. Part-time employees shall receive holidays and personal leave on a pro-rated basis. For purposes of prorating personal leave and holidays (for which employees are eligible after working 489 hours) the first 489 hours worked will be divided 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 proration for the remainder of the calendar year. Annually thereafter, straight time hours worked in the preceding year will be divided by 1950 to determine the percentage of proration.

## **ARTICLE 10 – VACATION**

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

<u>Years of Continuous Service</u>	<u>Vacation Accrual</u>
0 – 1 Year	2.00 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

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

Vacation accumulation shall not exceed two hundred seventy (270) hours at the end of any given pay period. However, upon special request in writing to the Department Head, and mutual agreement, an employee may be granted accumulated vacation time beyond the two hundred seventy (270) hours.

B. Wherever an employee is about to lose vacation because of the limitation of accumulation under this Article, the Employer upon the request of the employee shall make arrangements to permit the employee to take their current vacation accumulation representing the amount of vacation hours accumulated in excess of 270 and thus prevent the loss of said earnings.

C. After an employee's first six full calendar months of service, vacation leave benefits computed from the first full month of employment may be used, subject to Section D of this Article.

D. Under normal conditions, vacation leave should be planned with and approved by the immediate 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.

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.

Vacation may be taken with supervisory approval but cannot be taken in less than fifteen (15) minute increments.

E. Proration. Eligible employees being paid for less than a full 75 hour pay period shall have their vacation accruals pro-rated.

## **ARTICLE 11 – SICK AND PARENTAL LEAVE**

A. Permanent and probationary employees shall earn sick leave with pay in accordance with the following schedule:

<u>Months of Service</u>	<u>Hours Per Pay Period</u>
Commencing 0 and over	4.00
Commencing 25 months (for employees whose most recent date of hire is prior to January 1, 2015 only)	5.25

Sick leave shall accumulate during the payroll year with no maximum limit. However, at the end of the payroll year, an employee's accumulated sick leave shall be reduced to a maximum of one thousand nine hundred (1900) hours (one thousand three hundred fifty (1350) for employees whose most recent date of hire is January 1, 2015 and after).

Sick leave cannot be used during an employee's scheduled vacation unless submittal of a letter from their physician to their Department Head.

B. Sick leave may be paid for absence because of an employee's inability to perform their 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 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, minor wards of the employees, 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.

C. Proration. Eligible employees being paid for less than a full 75 hour pay period shall have their sick leave accruals pro-rated.

D. 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 12 – SICK LEAVE BANK**

A. The Merit Supervisory Unit 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 injury or major illness. The Union shall keep the Employer advised, in writing, of membership of the Committee. The Committee shall act pursuant to guidelines established by the St. Louis County Board of Commissioners.

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 to be credited to the Unit's Bank.

B. 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.

C. 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 13 – INSURANCE**

A. 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 F of this Article.

[\*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.

B. 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 F of this Article. The amount of group life insurance is based on annual base salary, according to the following schedule:

<u>Annual Base Salary</u>	<u>Policy Amount</u>
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.

C. 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 F 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.

C-1. Long Term Disability Insurance. The Employer shall provide and pay seventy percent (70%) of the monthly premium for a policy of long term disability insurance coverage in accordance with the St. Louis County Long Term Disability Coverage Plan for those employees eligible for and electing to enroll in the Plan. Premium cost shall be added to the employee's W-2.

Eligibility. Full-Time permanent and probationary employees are eligible for long term disability insurance coverage on the first of the month following one (1) full calendar

month of employment. Part-time permanent and probationary employees are eligible for long term disability insurance coverage on the first of the month following one full calendar month of employment provided that part-time employees occupy a position with a minimum of a .5 FTE in the first payroll year of employment, thereafter, eligibility for part-time employees requires an average of at least 18.75 hours worked per week in the preceding payroll year.

D. 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.

E. 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.

F. Prorated Employer Contribution for Eligible Part-Time Employees. 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 14 – WORKERS' COMPENSATION**

A. Any employee who by reason of sickness or injury receives workers' compensation benefits may do either of the following:

1. Retain the workers' compensation benefits without assessment against any available leave credits, or

2. 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 workers' 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.

B. 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 employee's life insurance and 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.

## **ARTICLE 15 – LEAVES OF ABSENCE**

### **A. Leaves Without Pay.**

1. Any certified 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. Such leaves must be requested in writing by the employee and shall require written approval by the Department Head.

2. Certified employees, after five (5) years of continuous employment with the Department in a position under the jurisdiction of the Minnesota Merit System, 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.

Effective January 1, 2021, certified employees, after five (5) years of continuous employment with the Department in a position under the jurisdiction of the Civil Service System, 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 five (5) working 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 Personnel Office of the 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 to them 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.

B. Parental Leave. Upon sixty (60) days' advance written request by an employee to their Department Head, up to a maximum of six (6) 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 (1) year after the birth of the child or custody date of an adopted child. When both parents are employees within the County, parental leave shall be divided, upon request of the employee, in accordance with this Article and shall not exceed the maximum provided under this section.

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

D. Special Leaves. The Employer may grant a leave of absence without pay to any certified 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 the employee, computed at the rate prevailing when leave began.

E. 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.

## **ARTICLE 16 – PROFESSIONAL, POLITICAL ACTIVITY**

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

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

## **ARTICLE 17 – GRIEVANCE PROCEDURE**

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

- a. Review the matter with the immediate supervisor to whom the employee reports.
- b. If no understanding is reached, the aggrieved employee and/or the employee’s authorized representative shall, within ten (10) calendar days of the occurrence of the event giving rise to the grievance present the grievance, in writing, to the Department Head. Within ten (10) calendar days after receipt of the written grievance, the Department Head shall submit an answer in writing to the aggrieved employee and/or the employee’s representative.

The Employer and the Union may agree to submit the grievance to voluntary grievance mediation prior to submitting the grievance to Step c. The agreement to mediate must occur within the time limit for submitting the grievance to Step c and the time limit for

submitting the grievance to Step c shall not be extended in the absence of an agreement to mediate.

c. If the grievance is not settled in Step b, the Union shall submit 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. All areas not covered by appeals to the Minnesota Merit Council may be appealed to the arbitration step in this grievance procedure. Effective January 1, 2021, all areas not covered by appeals under the St. Louis County Civil Service Rules may be appealed to the arbitration step in this grievance procedure. The Union may refer the matter to arbitration by giving the Employer, within ten (10) calendar days after receipt of the County Grievance Board decision, written notice of intent to proceed to arbitration. If the parties have not mutually agreed to a single arbitrator, the Union shall at the same time as it gives notice to the Employer of intent to proceed to arbitration, request a list of seven (7) arbitrators from the Bureau of Mediation Services. The parties shall alternately strike names from this list until only one (1) remains, which person shall be the arbitrator. The first party striking shall be determined by the flip of a coin. The parties shall select the arbitrator pursuant to the above process within thirty (30) calendar days after receipt of the panel of arbitrators from the Bureau Mediation Services, unless the parties mutually agree to extend the thirty (30) calendar 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 written decision 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 representative 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.

e. If at any time an eligible employee elects to resolve a dispute pursuant to the Veteran's Preference Law, all rights under the grievance and arbitration procedure of this Article are immediately waived and abandoned permanently, regardless of whether the grievance and arbitration procedure has been commenced and regardless of the state to which the grievance and arbitration procedure may have progressed.

## **ARTICLE 18 – RETIREMENT**

A. The Employer 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 PERA or Coordinated Plans established by State Law and are otherwise eligible to continue coverage under Minn. Stat. §471.61.

B. The Employer 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, as of the date of retirement, have been employed by the Employer for five 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 Employer shall, upon a qualifying employee's retirement, deposit the cash equivalent of the employee's accrued sick leave and accrued vacation into the employee's account with the plan.

Accrued sick leave shall be an amount equal to the number of hours, not to exceed 1900 (1150 for employees whose most recent date of hire is January 1, 2015 and after), of unused sick leave multiplied by the employee's hourly base pay rate during the last payroll period prior to retirement. Accrued 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 Employer shall provide the employee with notice of their accrued vacation. The employee may utilize their vacation in full prior to retirement, subject to the approval of the immediate supervisor pursuant to Article 10, D, of this contract. 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 Employer's Post-Retirement Health Care Savings Plan policy.

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 (not to exceed 1150 hours for employees whose most recent date of hire is January 1, 2015 and after), 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.

Adoption of the policy shall not be construed as a waiver of the Employer's position that employer contributions to Post-Retirement Health Care Savings Plans are not a mandatory topic of negotiations. The Employer may amend or repeal the policy at any time; provided, however, if the Union objects to the Employer's amendment or repeal, the Union shall be entitled, upon written notice to the Employer, to reinstate the terms of Article 17 of the 2000-2001 collective bargaining agreement in lieu of the Post-Retirement Health Care Savings Plan.

C. The Employer is agreed to pay the employee's pension share as provided under Minnesota Law for payment into the PERA Fund or the PERA – 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 19 – 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 20 – RETENTION OF BENEFITS, SAVINGS**

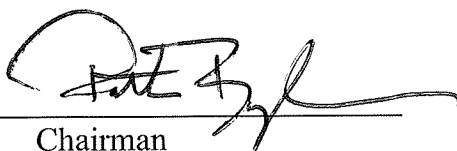
A. Retention of Benefits. All benefits now enjoyed by the employees who are covered by this Agreement, but which benefits are not included in this Agreement, shall remain in force during the period of the operation of this Agreement.

B. Savings Clause. This Agreement is subject to the laws of the United States, the State of Minnesota, St. Louis County Civil Service Law, and Civil Service Rules. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, or is contrary to a federal or state administrative ruling or is found to be in violation of legislation or administrative regulations, such provision shall be void. All other provisions of this agreement shall remain in full force and effect for the duration of this Agreement. The voided provision may be renegotiated at the written request of either party.

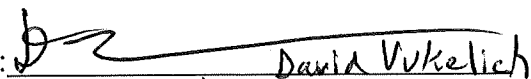
## **ARTICLE 21 – TERMINATION AND RENEWAL**

A. This Agreement effective January 1, 2023, shall remain in effect on a continuous, non-expiring basis until December 31, 2025, and 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.

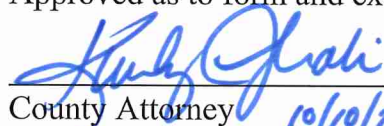
**ST. LOUIS COUNTY BOARD  
OF COMMISSIONERS**

By:   
Chairman

**ARROWHEAD PUBLIC SERVICE  
UNION**

By:   
Its: President

Approved as to form and execution:

  
County Attorney 10/10/2023

Nancy Nilson  
County Auditor

PAY PLAN FS

MERIT SUPERVISORY UNIT  
2023 PAY PLAN  
REFLECTS A 3.00% INCREASE  
EFFECTIVE DECEMBER 17, 2022

	1	2	3	4	5	6	7	8	9	10	M1*	L1	
Administrative Assistant I (L1 at 12 years)	Annually	59,378	62,283	65,150	67,977	71,000	74,237	77,649	81,257	84,923	88,784	92,801	94,653
	Monthly	4948	5190	5429	5665	5917	6186	6471	6771	7077	7399	7733	7888
	Biweekly	2283.75	2395.50	2505.75	2614.50	2730.75	2855.25	2986.50	3125.25	3266.25	3414.75	3569.25	3640.50
	Hourly	30.45	31.94	33.41	34.86	36.41	38.07	39.82	41.67	43.55	45.53	47.59	48.54
Administrative Assistant III (L1 at 10 years)	Annually	72,969	76,421	79,931	83,597	87,204	91,280	95,609	99,957			104,481	106,568
	Monthly	6081	6368	6661	6966	7267	7607	7967	8330			8707	8881
	Biweekly	2806.50	2939.25	3074.25	3215.25	3354.00	3510.75	3677.25	3844.50			4018.50	4098.75
	Hourly	37.42	39.19	40.99	42.87	44.72	46.81	49.03	51.26			53.58	54.65
Business Manager (L1 at 10 years)	Annually	72,969	76,421	79,931	83,597	87,204	91,280	95,609	99,957			104,481	106,568
	Monthly	6081	6368	6661	6966	7267	7607	7967	8330			8707	8881
	Biweekly	2806.50	2939.25	3074.25	3215.25	3354.00	3510.75	3677.25	3844.50			4018.50	4098.75
	Hourly	37.42	39.19	40.99	42.87	44.72	46.81	49.03	51.26			53.58	54.65
Collection Services Supervisor II (L1 at 12 years)	Annually	59,378	62,283	65,150	67,977	71,000	74,237	77,649	81,257	84,923	88,784	92,801	94,653
	Monthly	4948	5190	5429	5665	5917	6186	6471	6771	7077	7399	7733	7888
	Biweekly	2283.75	2395.50	2505.75	2614.50	2730.75	2855.25	2986.50	3125.25	3266.25	3414.75	3569.25	3640.50
	Hourly	30.45	31.94	33.41	34.86	36.41	38.07	39.82	41.67	43.55	45.53	47.59	48.54
Division Director (L1 at 10 years)	Annually	79,931	83,597	87,204	91,280	95,609	99,957	104,481	109,025			113,900	116,181
	Monthly	6661	6966	7267	7607	7967	8330	8707	9085			9492	9682
	Biweekly	3074.25	3215.25	3354.00	3510.75	3677.25	3844.50	4018.50	4193.25			4380.75	4468.50
	Hourly	40.99	42.87	44.72	46.81	49.03	51.26	53.58	55.91			58.41	59.58
Public Health Nurse Supervisor (L1 at 12 years)	Annually	64,058	66,944	69,869	72,969	76,421	79,931	83,597	87,204	91,280	95,609	99,957	101,966
	Monthly	5338	5579	5822	6081	6368	6661	6966	7267	7607	7967	8330	8497
	Biweekly	2463.75	2574.75	2687.25	2806.50	2939.25	3074.25	3215.25	3354.00	3510.75	3677.25	3844.50	3921.75
	Hourly	32.85	34.33	35.83	37.42	39.19	40.99	42.87	44.72	46.81	49.03	51.26	52.29
Social Services Supervisor (L1 at 12 years)	Annually	64,058	66,944	69,869	72,969	76,421	79,931	83,597	87,204	91,280	95,609	99,957	101,966
	Monthly	5338	5579	5822	6081	6368	6661	6966	7267	7607	7967	8330	8497
	Biweekly	2463.75	2574.75	2687.25	2806.50	2939.25	3074.25	3215.25	3354.00	3510.75	3677.25	3844.50	3921.75
	Hourly	32.85	34.33	35.83	37.42	39.19	40.99	42.87	44.72	46.81	49.03	51.26	52.29

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.

PAY PLAN FS

MERIT SUPERVISORY UNIT  
 2024 PAY PLAN  
 REFLECTS A 3.00% INCREASE  
 EFFECTIVE DECEMBER 16, 2023

	1	2	3	4	5	6	7	8	9	10	M1*	L1	
Administrative Assistant I (L1 at 12 years)	Annually	61,152	64,155	67,100	70,025	73,125	76,460	79,970	83,694	87,477	91,455	95,589	97,500
	Monthly	5096	5346	5592	5835	6094	6372	6664	6975	7290	7621	7966	8125
	Biweekly	2352.00	2467.50	2580.75	2693.25	2812.50	2940.75	3075.75	3219.00	3364.50	3517.50	3676.50	3750.00
	Hourly	31.36	32.90	34.41	35.91	37.50	39.21	41.01	42.92	44.86	46.90	49.02	50.00
Administrative Assistant III (L1 at 10 years)	Annually	75,153	78,722	82,329	86,112	89,817	94,010	98,475	102,960			107,621	109,766
	Monthly	6263	6560	6861	7176	7485	7834	8206	8580			8968	9147
	Biweekly	2890.50	3027.75	3166.50	3312.00	3454.50	3615.75	3787.50	3960.00			4139.25	4221.75
	Hourly	38.54	40.37	42.22	44.16	46.06	48.21	50.50	52.80			55.19	56.29
Business Manager (L1 at 10 years)	Annually	75,153	78,722	82,329	86,112	89,817	94,010	98,475	102,960			107,621	109,766
	Monthly	6263	6560	6861	7176	7485	7834	8206	8580			8968	9147
	Biweekly	2890.50	3027.75	3166.50	3312.00	3454.50	3615.75	3787.50	3960.00			4139.25	4221.75
	Hourly	38.54	40.37	42.22	44.16	46.06	48.21	50.50	52.80			55.19	56.29
Collection Services Supervisor II (L1 at 12 years)	Annually	61,152	64,155	67,100	70,025	73,125	76,460	79,970	83,694	87,477	91,455	95,589	97,500
	Monthly	5096	5346	5592	5835	6094	6372	6664	6975	7290	7621	7966	8125
	Biweekly	2352.00	2467.50	2580.75	2693.25	2812.50	2940.75	3075.75	3219.00	3364.50	3517.50	3676.50	3750.00
	Hourly	31.36	32.90	34.41	35.91	37.50	39.21	41.01	42.92	44.86	46.90	49.02	50.00
Division Director (L1 at 10 years)	Annually	82,329	86,112	89,817	94,010	98,475	102,960	107,621	112,301			117,312	119,672
	Monthly	6861	7176	7485	7834	8206	8580	8968	9358			9776	9973
	Biweekly	3166.50	3312.00	3454.50	3615.75	3787.50	3960.00	4139.25	4319.25			4512.00	4602.75
	Hourly	42.22	44.16	46.06	48.21	50.50	52.80	55.19	57.59			60.16	61.37
Public Health Nurse Supervisor (L1 at 12 years)	Annually	65,988	68,952	71,955	75,153	78,722	82,329	86,112	89,817	94,010	98,475	102,960	105,027
	Monthly	5499	5746	5996	6263	6560	6861	7176	7485	7834	8206	8580	8752
	Biweekly	2538.00	2652.00	2767.50	2890.50	3027.75	3166.50	3312.00	3454.50	3615.75	3787.50	3960.00	4039.50
	Hourly	33.84	35.36	36.90	38.54	40.37	42.22	44.16	46.06	48.21	50.50	52.80	53.86
Social Services Supervisor (L1 at 12 years)	Annually	65,988	68,952	71,955	75,153	78,722	82,329	86,112	89,817	94,010	98,475	102,960	105,027
	Monthly	5499	5746	5996	6263	6560	6861	7176	7485	7834	8206	8580	8752
	Biweekly	2538.00	2652.00	2767.50	2890.50	3027.75	3166.50	3312.00	3454.50	3615.75	3787.50	3960.00	4039.50
	Hourly	33.84	35.36	36.90	38.54	40.37	42.22	44.16	46.06	48.21	50.50	52.80	53.86

EXHIBIT B

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 FS

MERIT SUPERVISORY UNIT  
2025 PAY PLAN  
REFLECTS A 3.00% INCREASE  
EFFECTIVE DECEMBER 14, 2024

	1	2	3	4	5	6	7	8	9	10	11*	L1
<b>Administrative Assistant I</b> (L1 at 12 years)												
Annually	62,985	66,086	69,108	72,131	75,329	78,761	82,368	86,210	90,110	94,205	98,456	100,425
Monthly	5249	5507	5759	6011	6277	6563	6864	7184	7509	7850	8205	8369
Biweekly	2422.50	2541.75	2658.00	2774.25	2897.25	3029.25	3168.00	3315.75	3465.75	3623.25	3786.75	3862.50
Hourly	32.30	33.89	35.44	36.99	38.63	40.39	42.24	44.21	46.21	48.31	50.49	51.50
<b>Administrative Assistant III</b> (L1 at 10 years)												
Annually	77,415	81,081	84,806	88,686	92,508	96,837	101,439	106,041			110,858	113,081
Monthly	6451	6757	7067	7391	7709	8070	8453	8837			9238	9422
Biweekly	2977.50	3118.50	3261.75	3411.00	3558.00	3724.50	3901.50	4078.50			4263.75	4348.50
Hourly	39.70	41.58	43.49	45.48	47.44	49.66	52.02	54.38			56.85	57.98
<b>Business Manager</b> (L1 at 10 years)												
Annually	77,415	81,081	84,806	88,686	92,508	96,837	101,439	106,041			110,858	113,081
Monthly	6451	6757	7067	7391	7709	8070	8453	8837			9238	9422
Biweekly	2977.50	3118.50	3261.75	3411.00	3558.00	3724.50	3901.50	4078.50			4263.75	4348.50
Hourly	39.70	41.58	43.49	45.48	47.44	49.66	52.02	54.38			56.85	57.98
<b>Collection Services Supervisor II</b> (L1 at 12 years)												
Annually	62,985	66,086	69,108	72,131	75,329	78,761	82,368	86,210	90,110	94,205	98,456	100,425
Monthly	5249	5507	5759	6011	6277	6563	6864	7184	7509	7850	8205	8369
Biweekly	2422.50	2541.75	2658.00	2774.25	2897.25	3029.25	3168.00	3315.75	3465.75	3623.25	3786.75	3862.50
Hourly	32.30	33.89	35.44	36.99	38.63	40.39	42.24	44.21	46.21	48.31	50.49	51.50
<b>Division Director</b> (L1 at 10 years)												
Annually	84,306	88,686	92,508	96,837	101,439	106,041	110,858	115,674			120,822	123,280
Monthly	7067	7391	7709	8070	8453	8837	9238	9640			10069	10272
Biweekly	3261.75	3411.00	3558.00	3724.50	3901.50	4078.50	4263.75	4449.00			4647.00	4740.75
Hourly	43.49	45.48	47.44	49.66	52.02	54.38	56.85	59.32			61.96	63.21
<b>Public Health Nurse Supervisor</b> (L1 at 12 years)												
Annually	67,977	71,019	74,120	77,415	81,081	84,806	88,686	92,508	96,837	101,439	106,041	108,186
Monthly	5665	5918	6177	6451	6757	7067	7391	7709	8070	8453	8837	9016
Biweekly	2614.50	2731.50	2850.75	2977.50	3118.50	3261.75	3411.00	3558.00	3724.50	3901.50	4078.50	4161.00
Hourly	34.86	36.42	38.01	39.70	41.58	43.49	45.48	47.44	49.66	52.02	54.38	55.48
<b>Social Services Supervisor</b> (L1 at 12 years)												
Annually	67,977	71,019	74,120	77,415	81,081	84,806	88,686	92,508	96,837	101,439	106,041	108,186
Monthly	5665	5918	6177	6451	6757	7067	7391	7709	8070	8453	8837	9016
Biweekly	2614.50	2731.50	2850.75	2977.50	3118.50	3261.75	3411.00	3558.00	3724.50	3901.50	4078.50	4161.00
Hourly	34.86	36.42	38.01	39.70	41.58	43.49	45.48	47.44	49.66	52.02	54.38	55.48

EXHIBIT C

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

Merit Supervisory Unit  
Anniversary Dates  
As of January 1, 2023

**Merit Supervisory Unit  
Anniversary Dates  
As of January 1, 2023**

First	Job Title	Anniversary Date
Barbara	Administrative Assistant I	01-APR
Elizabeth	Administrative Assistant I	01-FEB
Elizabeth	Administrative Assistant I	01-NOV
Elizabeth	Administrative Assistant I	01-SEP
Heather	Administrative Assistant I	01-NOV
Jane	Administrative Assistant I	01-SEP
Jeremy	Administrative Assistant I	01-JUN
Michael	Administrative Assistant I	01-SEP
Mistica	Administrative Assistant I	01-OCT
Paige	Administrative Assistant I	01-MAY
Stephanie	Administrative Assistant I	01-DEC
Suk	Administrative Assistant I	01-MAY
Theresa	Administrative Assistant I	01-OCT
Amanda	Administrative Assistant III	01-SEP
Janet	Business Manager	01-APR
Barbara	Collections Services Supervisor	01-OCT
Corey	Collections Services Supervisor	01-NOV
Amy	Division Director	01-APR
Christina	Division Director	01-MAY
Dustin	Division Director	01-JUN
Gena	Division Director	01-JAN
Nicole	Division Director	01-AUG
Terry	Division Director	01-APR
Emily	Public Health Supervisor	01-AUG
Kelly	Public Health Supervisor	01-AUG
Steven	Public Health Supervisor	01-DEC
Susan	Public Health Supervisor	01-MAY
Theresa	Public Health Supervisor	01-MAR
Abby	Social Services Supervisor	01-DEC
Amy	Social Services Supervisor	01-AUG
Anjenette	Social Services Supervisor	01-AUG
Brandie	Social Services Supervisor	01-JAN
Brent	Social Services Supervisor	01-MAY
Brian	Social Services Supervisor	01-MAY
Caryn	Social Services Supervisor	01-MAR
Darin	Social Services Supervisor	01-DEC
David	Social Services Supervisor	01-APR
David	Social Services Supervisor	01-MAR
Deborah	Social Services Supervisor	01-OCT
Erin	Social Services Supervisor	01-JUL
Kelly	Social Services Supervisor	01-MAR
Kyle	Social Services Supervisor	01-MAR
Laura	Social Services Supervisor	01-MAR
Lindsay	Social Services Supervisor	01-JAN
Lindsay	Social Services Supervisor	01-NOV
Lisa	Social Services Supervisor	01-NOV
Matthew	Social Services Supervisor	01-JAN
Matthias	Social Services Supervisor	01-APR
Michaela	Social Services Supervisor	01-OCT
Michelle	Social Services Supervisor	01-JUL
Nishah	Social Services Supervisor	01-AUG
Patricia	Social Services Supervisor	01-AUG
Stephanie	Social Services Supervisor	01-APR
Steven	Social Services Supervisor	01-FEB
Susan	Social Services Supervisor	01-APR
Susan	Social Services Supervisor	01-JUL
Susan	Social Services Supervisor	01-MAY
Theresa	Social Services Supervisor	01-NOV



# Saint Louis County

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

October 28, 2002

Tom Witty, Negotiations Chair  
Arrowhead Public Service Union  
c/o St. Louis County Social Service Department  
Northland Office Building  
307 South First Street  
Virginia, MN 55792

Re: Merit System Supervisory Unit  
Meet and Confer Re: Telework

Dear Mr. Witty:

This letter will confirm our discussion during negotiation of the above-referenced agreement regarding telework policies. 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 the Arrowhead Public Service Union, respectively. Thank you.

Yours very truly,

  
County Board Chairman

Accepted on behalf of  
Arrowhead Public Service Union:

By:   
Its: 

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

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

EXHIBIT F



## 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)

Barb Hilde, President  
Arrowhead Public Service Union  
c/o Public Health & Human Services Dept.  
Virginia Government Services Center  
201 South 3<sup>rd</sup> Avenue West  
Virginia, MN 55792

Dear Ms. Hilde,

This letter will confirm that during negotiations of the 2020 – 2022 Merit System Supervisory Unit agreement, the parties agreed that the Employer will reimburse those employees who hold a professional license for the cost of the renewal of the license which is relevant to their employment with St. Louis County with preapproval.

Yours very truly,

County Board Chairman

Accepted on behalf of Arrowhead Public Service Union:

By: Barbara Hilde

Its: President

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

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



# Saint Louis County

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

Dave Vukelich, President  
Arrowhead Public Service Union  
c/o PHHS Department  
Duluth Government Service center  
320 W 2<sup>nd</sup> Street  
Duluth MN 55802

Re: Merit System Supervisory Unit  
Deferred Compensation Account Payments

Dear Mr. Vukelich:

This letter is to confirm the agreement between St. Louis County and Arrowhead Public Service Union (APSU) on behalf of the Merit System Supervisory Unit regarding payouts of compensatory time under Article 6, 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 6, 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.

*An Equal Opportunity & Veteran-Friendly Employer*



*Resolution  
of the  
**Board of County Commissioners***

*St. Louis County, Minnesota*

*Adopted on: September 12, 2023 Resolution No. 23-473*

*Offered by Commissioner: Nelson*

---

**Merit Supervisory Unit 2023-2025 Collective Bargaining Agreement**

WHEREAS, The Merit Supervisory unit bargaining agreement expired December 31, 2022; and

WHEREAS, St. Louis County and the Arrowhead Public Services Union (UPSU) reached agreement on terms of a new collective bargaining agreement effective January 1, 2023, through December 31, 2025.

THEREFORE, BE IT RESOLVED, That the 2023-2025 Merit Supervisory 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. 62015.

Commissioner Nelson 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

---

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 12<sup>th</sup> day of September, A.D. 2023, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 12<sup>th</sup> day of September, A.D., 2023.

NANCY NILSEN, COUNTY AUDITOR

By:   
Clerk of the County Board/Deputy Auditor