

MEMORANDUM OF AGREEMENT

BETWEEN

ANOKA COUNTY

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

WORK RELEASE UNIT

TERM

JANUARY 1, 2021 THROUGH DECEMBER 31, 2021

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1.	Preamble and Purpose of Agreement.....	1
2.	Recognition.....	1
3.	Definitions	2
4.	Union Security	3
5.	Management Rights and Division of Responsibility	4
6.	Equal Rights.....	5
7.	Employer Security	5
8.	Hours of Work -- Premium Pay	5
9.	Holidays	7
10.	Preferred Benefit Plan	8
11.	Leave Benefits and Worker's Compensation Benefits	8
12.	Seniority	8
13.	Discipline.....	10
14.	Grievance Procedure	11
15.	Uniforms	13
16.	Insurance	13
17.	Election Days.....	14
18.	Military Reserve Training	14
19.	Part-time Employee Compensation and Benefits	14
20.	Pay Plan	15
21.	Probation Periods.....	16
22.	Complete Agreement and Waiver of Bargaining.....	16
23.	Mutual Consent Contingency.....	16
24.	Savings Clause.....	17
25.	Term of Agreement	17

**ARTICLE 1
PREAMBLE AND PURPOSE OF AGREEMENT**

This Agreement is made and entered into by and between the County of Anoka, hereinafter referred to as the Employer and Law Enforcement Labor Services, Inc., hereinafter referred to as the Union.

**ARTICLE 2
RECOGNITION**

Section 1. The Employer recognizes the Union as the exclusive representative under Minnesota Statutes 179A.03, Subdivision 14, for employees of the Anoka County bargaining unit identified by the Bureau of Mediation Services, certification of exclusive representative dated February 10, 1995, case #95-PRE-402 and described as:

All Work Release Officers employed at the Anoka County Juvenile Center, the Anoka County Medium Security Facility and the Anoka County Huber Facility, Anoka, Minnesota, who are public employees within the meaning of Minn. Stat. Sec. 179A.03, subd. 14, excluding supervisory, confidential and all other employees.

In addition, the parties agree that the Union also represents Grade 10 Shift Coordinators in the Medium Security Facility at Lino Lakes.

Section 2. It is understood and agreed that the Employer may use Intermittent/Casual employees who shall not be considered members of the bargaining unit. Provided, the total number of hours worked by Intermittent/Casual employees in each facility listed above per reporting period shall not exceed seventeen and one-half percent (17.5%) full-time equivalent hours (FTE) per reporting period. In the event that the number of hours worked by Intermittent/Casual employees per reporting period exceeds seventeen and one-half percent (17.5%) of the total hours worked of the FTE hours, the Employer shall correct the discrepancy in the next reporting period. In the event that the number of hours worked by Intermittent/Casual employees per reporting period still exceeds seventeen and one-half percent (17.5%) of the FTE hours following the second reporting period, the Employer shall either:

1. offer additional hours to existing regular personnel;
2. offer the Intermittent/Casual employee with the most hours worked the opportunity to convert to regular status; or
3. hire additional regular personnel from other sources.

The employer will make reports to the union on the number of hours worked in each facility by Intermittent/Casual employees and the number of FTE hours in the reporting period. These reports will be made in increments of six, six, six and eight payroll periods. The employer will provide the report no later than 30 days after the end of the reporting period.

Section 3. For purposes of this Agreement, the definition of Work Release Officers employed at the Anoka County Juvenile Center and the Anoka County Huber facility will mean public employees employed as:

1. Juvenile Center Detention Officers
2. Work Release Officers
3. Correctional Officers.

Section 4. In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class the issue shall be submitted to the Bureau of Mediation for determination.

Section 5. The Union recognizes the labor relations representative designated by the Anoka County Board as the exclusive representative of the Employer and shall meet and negotiate exclusively with such representative. No agreement covering terms and conditions of employment or other matters made between the Union and the Employer shall be binding upon the Employer unless the witnessed signature of the Employer's designated labor relations representative is affixed thereon.

Section 6. The Employer agrees not to enter into any agreements covering terms and conditions of employment with members of the bargaining unit under jurisdiction of this agreement either individually or collectively which in any way conflict with the terms and conditions set forth in this agreement, except through the certified representative.

ARTICLE 3 DEFINITIONS

Section 1.

- a) Regular - refers to employment as a regular employee of the County. These employees may work varying numbers of hours per week but they are regularly scheduled for a set number of hours per week. The work they perform is of an on-going nature.
- b) Regular Full-Time - an employee in a classified position who works a 40 hour work week, was hired for a service duration in excess of six months and has successfully completed the probationary period. This term does not imply an employee has a vested right to continued employment.
- c) Regular Part-Time - an employee in a classified position who works less than the 40 hour work week, was hired for a service duration in excess of six months and has successfully completed the probationary period. This term does not imply an employee has a vested right to continued employment.
- d) Intermittent/Casual- All employees who are not classified as regular full-time or regular part-time.

Section 2. The term "regular" shall be interpreted to mean the status of having completed the initial hire or rehire probation period.

ARTICLE 4 UNION SECURITY

Section 1. In recognition of the Union as the exclusive representative:

- A. The Employer shall deduct an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing, in writing, such deduction in a form mutually agreed upon by the Employer and Union; and
- B. The Employer shall remit such deduction to the appropriate designated officer of the Union with a list of the names of the employees from whose wages deductions were made; and
- C. The Union shall certify to the Employer, in writing, the current amount of regular dues to be withheld.
- D. All employees who are covered by this Agreement and who are not members of the Union may be required by the Union to contribute a fair share fee for services rendered by the Union; and the Employer, upon notification in writing by the Union of such employees, shall be obligated to check off said fee from the earnings of the employee and transmit the same to the union. In no instance shall the required contribution exceed the lesser of 85% of the monthly union dues or a pro-rata share of the special expenses incurred for services rendered by the Union in relationship to negotiations and administration of grievance procedures.

Section 2. 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 action taken by the Employer under all provisions of this Article.

Section 3. The Union may designate certain employees from the bargaining unit to act as stewards and shall, within five (5) days of such designation, certify to the Employer, in writing, of such choice and the designation of successors to former stewards. The Union shall also certify to the employer a current list of any non-employee business representative(s) upon execution of this agreement.

- A. The Employer agrees to recognize stewards certified by the Union as provided in this section subject to the following stipulations:
 - 1. There shall be no more than four stewards. Stewards will be selected so that there is one steward for each facility. In the event that the steward for one facility is not available substitution will be made from another facility.

2. The Employer agrees to allow stewards to interrupt their work for a reasonable amount of time for the purpose of Union business with approval of the employer and they shall notify the Employer upon resumption of their work. Paid interruption of work for Union business shall be limited to the investigation and presentation of grievances to the Employer. Paid interruption of work for Union business shall include negotiations, and the investigation and presentation of grievances to the Employer.
 3. Stewards attending negotiation or grievance meetings during off-duty hours shall be compensated with compensatory time on an hour for hour basis.
- B. The Employer agrees to post all promotional opportunities within the bargaining unit, to post the method by which promotion to bargaining unit positions will be made and make copies of all work rules and regulations available for members of the bargaining unit to read.
 - C. Non-employee business representatives of the Union, previously certified to the Employer as provided herein, may, with approval of the Employer, come on the premises of the Employer for the purpose of negotiations or investigating and presenting grievances. The Union may use the Employer's premises or facilities for Union business with prior approval of the Employer.
 - D. The Employer agrees to allow the Union to use designated bulletin boards for the purpose of posting notices of union meetings, union election, union election returns, union appointments to office, and union recreational or social affairs and other items specifically approved by the Employer.

ARTICLE 5 MANAGEMENT RIGHTS AND DIVISION OF RESPONSIBILITY

Section 1. Except as limited by the specific provisions of this Agreement, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of Anoka County in all of its various aspects, including but not limited to the right to direct the working forces; to plan, direct and control all the operations and services of the County; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees within the department; to schedule working hours and assign overtime; to hire, promote, suspend, discipline, or discharge employees; to lay off or relieve employees due to lack of work or other reasons as provided herein; to make and enforce reasonable rules and regulations to change or eliminate existing methods, equipment or facilities; to determine the utilization of technology and to take whatever actions may be necessary to carry out the missions of the County in emergencies.

Section 2. Nothing in this Agreement shall limit or prohibit the right of the Employer to subcontract work performed by employees covered by this Agreement.

Section 3. The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, policies, regulations, directives and orders, provided that such rules, regulations and orders are not inconsistent with the provisions of this Agreement or state or federal laws.

Section 4. The Employer signatories to this contract shall have the right to designate responsibility for Employer functions required under this Agreement pursuant to applicable statutory provisions and to designate representatives authorized to act on their behalf with respect to matters arising under this Agreement.

ARTICLE 6 EQUAL RIGHTS

Section 1. The Union shall, in the responsibility of exclusive representative of employees, represent all employees without discrimination, interference, restraint or coercion.

ARTICLE 7 EMPLOYER SECURITY

Section 1. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will authorize, institute, aid, condone, engage in, encourage, sanction, support or suggest any strike, slowdown, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the absence in whole or part of the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing or coercing a change in the conditions, compensation or the rights, privileges or obligations of employment.

Section 2. Upon request by the Employer, the Union agrees to have its assigned business representative and the appropriate local Union officer or steward notify all bargaining unit members of their obligation and responsibility for maintaining compliance with this Article and to encourage employees violating Section 1 to refrain from continuing the violation.

Section 3. Nothing contained in this Article shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 8 HOURS OF WORK-PREMIUM PAY

Section 1. This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay. Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week.

Section 2. Overtime shall be at the rate of time and one-half (1-1/2) the employee's regular hourly rate of pay and shall be paid for all hours in excess of forty (40) hours per week. In computing

overtime, all hours worked and all compensated leave time shall be counted towards the 40 hours per week.

Section 3. Accrual and use of compensatory time is subject to the following limitations:

- A. No more than forty (40) overtime hours (60 compensatory hours) can accrue per employee. Any time an employee accrues in excess of sixty (60) compensatory hours, the excess shall be paid to the employee on the following pay period at the regular rate of pay being earned by the employee during that pay period.
- B. All compensatory time accrued by an employee at such time as the employee changes departments, changes status from non-exempt to exempt, or terminates employment shall be paid to the employee at the rate the employee was paid immediately prior to the change of status, or the average pay rate for the previous three (3) years, whichever is higher.
- C. The use of compensatory time shall be at the choice of the employee, with the approval of the Employer.

Section 4. The Employer agrees that split shift work will not be scheduled for employees covered by this Agreement except in emergencies. An employee required to work a split shift shall receive cash compensation at one and one-half times the regular rate of pay for the hours worked in the split shift.

Section 5. Any covered employee called out for service during their regularly scheduled days off or time off shall receive a minimum of three (3) hours credit computed at the applicable rate. This minimum shall not apply to early reports or extension of shifts.

Section 6. For any employee who is required to appear in court as part of their duty assignment at times other than their regular duty time, it is agreed that a minimum of two (2) hours credit computed at overtime rate shall be earned and paid. Court time other than as regularly scheduled which is in excess of two (2) hours shall be computed at the applicable rate relative to the work hours of the affected employee during the period involved.

Section 7. Employees that are regularly scheduled, by their department head, to work a shift during evening hours shall be paid a six-dollar (\$6.00) per shift night differential provided that:

- A. At least four (4) hours of the night shift are worked after 6:00 p.m. and before 6:00 a.m. of the following day.
- B. Employees working overtime shall not be considered eligible to receive shift differential in addition to overtime pay.
- C. Weekends which are normally scheduled as part of the workweek for an employee will not entitle the employee to a shift differential.

Section 8. Employees shall receive a paid one-half hour lunch period provided the employee is available in case of need. In addition, employees may request and shall receive two fifteen minute break periods at times which will be established by the department head.

Section 9. Employees shall be required to work overtime or holidays when assigned unless excused by the Employer.

Section 10. The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement; nor shall there be any pyramiding of premium compensation.

Section 11. In the event that no non-bargaining supervisors are working on a shift and the senior bargaining unit member at the Anoka County Secure Facility, Workhouse or the East Central Regional Juvenile Center is required to perform lead or supervisory duties, the senior bargaining unit member shall receive an additional five percent (5%) above his or her regular base wage for all hours worked as a shift leader.

ARTICLE 9 HOLIDAYS

Section 1. Official holidays of the County are:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	Friday before Easter (or at the appointing authority's discretion)
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday After Thanksgiving	Friday After Thanksgiving
Christmas Day	December 25

Section 2. On Christmas Eve (December 24) eight (8) hours of the employee's shift shall be considered a holiday.

Section 3. Any employee who works a holiday listed in Section 1 or the one-half day holiday listed in Section 2 shall be compensated for hours worked at the overtime rate. Employees shall be entitled to payment for holidays pursuant to this Article provided they work their last scheduled day preceding the holiday and their first scheduled day following the holiday. Regular part-time employees shall be paid pro rata for holidays. Paid holidays which occur during a period of vacation or sick leave are not counted as days of vacation or sick leave. Employees may observe a religious holiday on days which do not fall on Sunday or a legal holiday. Observance of such

religious holiday shall be taken off without pay except where the employee has accumulated vacation or deferred holiday hours and in that case such religious holiday may be charged against such leave accumulations at the option of the employee.

Section 4. When a holiday falls on a Saturday or Sunday, the preceding Friday or following Monday shall be declared a holiday for employees whose normal work schedule is Monday through Friday. Holidays shall be honored on the calendar day rather than shifting to a Saturday or Sunday for employees who work a schedule different than the normal Monday through Friday schedule.

Section 5. Holidays which occur within an employee's approved compensated vacation or sick leave period will not be chargeable to the employee's vacation or sick leave time.

ARTICLE 10 PREFERRED BENEFIT PLAN

Section 1. Employees in this bargaining unit will be covered by the County's Preferred Benefit Program as outlined in the Anoka County Rules and Regulations.

ARTICLE 11 LEAVE BENEFITS AND WORKER'S COMPENSATION BENEFITS

Section 1. An employee who is temporarily disabled from work as a result of an injury or illness sustained in the performance of the employee's work with Anoka County shall be eligible for Worker's Compensation subject to the provisions of the State of Minnesota Worker's Compensation Law.

Section 2. An employee who becomes eligible to receive Worker's Compensation will retain the total amount of his or her Worker's Compensation check and may receive the difference between their Worker's Compensation payment and his or her regular gross salary through the use of accrued flexible time off. In no event shall the total of the Worker's Compensation check and the accrued flexible time off compensation exceed the employee's normal gross pay.

ARTICLE 12 SENIORITY

Section 1. Upon request of the Union, the Employer shall establish seniority lists as of the effective date of this Agreement for each classification covered by this Agreement to include and rank, in order of highest to lowest seniority, all regular employees in the bargaining unit which shall:

- A. Be based upon the most recent date of employment, reemployment, re-instatement or appointment to the employee's current position as either a:

- i. Juvenile Center Detention Officer/Work Release Officer; or
- ii. Shift Coordinator; and

- B. Upon request of the Union be posted in the employee's work area with a copy furnished to each steward and non-employee business representative of the Union, certified to the employer as provided in the Article herein entitled "Union Security." Any employee or the Union shall be obligated to notify the employer of any error in the seniority list within thirty (30) days of such posting. If no error is reported within this thirty (30) day period, the list will stand correct as posted.
- C. Seniority shall continue to accrue during paid leaves of absence and unpaid leaves as required by law.
- D. Shift Coordinators who are demoted on a voluntary or involuntary basis to a previously held position within the bargaining unit shall retain seniority from the original date of hire in the position into which they are demoted.

Section 2. Seniority shall determine the order of lay-off, which shall be in inverse order of seniority in their position as noted in Section 1, provided that any employee who is to be laid off and who has previously served in the other position may exercise seniority rights in such different position if all job relevant qualifications are equal. In no event may a part time employee bump a full time employee.

Section 3. Recall from layoff shall be in order of seniority within each classification; provided, that if an employee does not return to work upon recall as directed by the Employer or on an extended date mutually acceptable to the employee and the Employer, the employee shall automatically have terminated his/her employment.

Section 4. The Employer shall issue a written notice of recall from lay-off to the last known address of employees as shown by the Employer's records at least ten (10) calendar days in advance of the effective date of the recall. Recall rights shall cease one (1) year after an employee is laid off and the employee shall be deemed separated from employment and shall have no further recall rights. The one year period may be extended for a period not to exceed one year in the department head's discretion.

Section 5. Application of employees' rights to transfer within classification, preferential work assignments and shift bidding:

- A. The Employer shall post the fact of any vacancy or anticipated vacancy along with a description of the duty assignment and shall provide a reasonable time for any eligible employee to indicate interest in moving to the duty assignment in question.
- B. The Employer shall interview eligible employees interested in transferring to the duty assignment or vacancy or anticipated vacancy on the basis of seniority.

- C. In the event the most senior applicant or applicants are not selected the Employer shall communicate the reasons therefore to the affected employee or employee, and shall transmit a summary thereof to the affected employee's personnel file and to a designated member of the Union. Transmittal to the Union shall not be made if the employee specifically requests that such transmittal shall not be made and so indicates in writing on the summary place in the employee's personnel file.

Section 6. Regular part-time employees are eligible to interview for vacant full-time employment and shall be given preference over those who are not members of the bargaining unit.

ARTICLE 13 DISCIPLINE

The following disciplinary procedures shall apply.

- (1) The Employer will discipline employees for just cause only. Just cause will be reduced to writing when applied pursuant to this Article. Discipline will be in any one of the following forms:
 - (a) Discharge
 - (b) Demotion
 - (c) Suspension
 - (d) Written reprimand
 - (e) Oral reprimand
- (2) Suspensions, demotions and discharges will be in written form.
- (3) Written reprimands, to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. The employee and the Union will receive a copy of such reprimands, notices of suspension and discharge.
- (4) Employees may examine their own individual personnel files at reasonable times, under the direct supervision of the Employer.
- (5) Discharges will be preceded by a five (5) day suspension, without pay.
- (6) A Union representative shall have the right to be present at any questioning of any employee concerning investigation for disciplinary action against that employee.

ARTICLE 14
GRIEVANCE PROCEDURE

Section 1.

- A. For the purpose of this Agreement the term "grievance" means a dispute arising from and concerning the interpretation or application of the express provisions of this Agreement.
- B. In the event of such grievance arising there shall be no suspension of operations but an earnest effort shall be made to resolve such grievances in the manner prescribed by this Agreement.

Section 2. Procedure.

Grievances, as herein defined, shall be processed in the following manner:

Step 1. INFORMAL - An employee claiming a violation concerning the application of the express provisions of this agreement shall:

- A. Within ten (10) working days after the first occurrence of the event giving rise to the grievance, present such grievance to his/her immediate supervisor who is designated by the employer.
- B. The supervisor shall answer within ten (10) working days after such presentation; and
- C. Thereafter the parties shall have ten (10) working days to attempt to resolve the grievance by mutual agreement.

Step 2. FORMAL - If the grievance is not satisfactorily resolved in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred, in writing, to the employer or the employer's designated representative within ten (10) working days after the designated supervisor's answer as provided for in Section 2, Step 1 - B. The grievance appeal shall be initiated by means of a written grievance to be signed by the employee and the union steward or representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, and the relief requested. The employer or the employer's designated representative shall discuss the grievance with the employee within ten (10) working days after the date presented at a time mutually agreeable to the parties. If the grievance is resolved as a result of such a meeting, the settlement shall be reduced to writing and signed by the employer or the employer's designated representative, the employee and the union representative. If no settlement is reached, the employer or the employer's designated representative shall give written answer to the employee and the union representative within ten (10) working days following their meeting.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with "The Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. The parties may agree to use the Bureau of Mediation Services' list of arbitrators for any grievance. Absent such agreement, the rules governing the arbitration of grievances established by the Public Employment Relations Board shall apply.

Section 3. Arbitrator's Authority.

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) 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.
- B. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.
- C. The fees and expenses of the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a verbatim record of the proceedings the costs shall be shared equally.

Section 4. Waiver. 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 and may proceed to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

Section 5. Any matters governed by statutory provisions except as expressly provided for in this Agreement, shall not be considered grievances under this Agreement. In the event that more than one procedure is available for resolution of a dispute arising from any provisions covered by this Agreement, the aggrieved employee(s) shall be limited to one procedure through which remedy may be sought except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. The aggrieved employee(s) shall indicate, in writing, which procedure is to be utilized and shall sign a statement to the effect that the choice of any one procedure precludes the aggrieved employee(s) from making a subsequent appeal under any other procedure.

**ARTICLE 17
ELECTION DAYS**

Any employee who is entitled to vote in any regularly scheduled state primary or general election, an election to fill a vacancy in the office of United States senator or United States representative, an election to fill a vacancy in the office of state senator or state representative or a presidential primary may be absent from work for the purpose of voting during the morning of the day of the election without deduction from salary on account of such absence, provided the employee has made prior arrangements for the absence with the Employer. Any employee making claim for time off for voting and not casting a ballot or utilizing the time off for an unauthorized purpose shall be subject to disciplinary action.

**ARTICLE 18
MILITARY RESERVE TRAINING**

In accordance with State and Federal laws, any employee who is a member of any reserve component of the military forces of the United States required by official military orders or related authority to attend Military Reserve Training shall receive full wages at current base pay rate for the period of the active duty required for such training not to exceed fifteen (15) days per calendar year.

**ARTICLE 19
PART-TIME EMPLOYEE COMPENSATION AND BENEFITS**

Section 1. The Employer agrees to adopt a definition of a part-time employee as follows: a part-time employee is an individual who has filled a position covered by the bargaining unit for a time period sufficient to qualify the individual as a public employee as that term is defined in Minn. Stat. Sec. 179A.03, Subd. 14 but who has not qualified for full-time status through normal personnel regulations and procedures.

Section 2. A part-time employee shall have the same rights under this Agreement with respect to grievances as an employee in a full-time status.

Section 3. Time served as an intermittent or casual employee shall not be counted toward eligibility for benefits as a "regular" employee, or towards seniority on regular seniority lists.

Section 4. A part-time "regular" employee shall be paid at a rate established by the contract but not less than the start rate set forth in the pay plan or more than the top of the applicable pay range.

Section 5. Part-time "regular" employees shall receive benefits on a prorated basis as provided under the County personnel rules and regulations applicable to part-time regular employees.

Section 6. An employee presenting a grievance may elect to be represented by the Union or other representative.

**ARTICLE 15
UNIFORMS**

Section 1. The Employer shall provide new employees with an initial uniform consisting of the following items:

- 2 short sleeve shirts
- 2 long sleeve shirts
- 2 pair of pants
- 1 belt
- 1 name tag
- 1 sweater (commando style)

Section 2. On January 1 of each year of this agreement, the employer shall provide regular full-time and part-time employees who are required to wear a uniform with an account to be used as a clothing purchase and maintenance allowance. For the duration of this agreement the uniform allowances are as follows:

Full-time employees	\$373
Part-time employees	\$277

Section 3. The employer will replace necessary clothing (uniform and non-uniform) if damaged in the line of duty.

**ARTICLE 16
INSURANCE**

Section 1. All eligible employees shall be offered participation in the Employer's insurance program. An eligible employee is defined as an individual who would be covered under the health insurance coverage provisions of the County personnel policies. The Employer will contribute to health, dental, long term disability and life insurance on the same basis as the basic non-union employee program for the term of this Agreement.

Section 2. In the event short term disability insurance is made available to the majority of unionized nonessential County employees during the term of this Agreement, it will be made available to employees covered by this Agreement on the same basis as the majority of unionized nonessential County employees.

**ARTICLE 20
PAY PLAN**

Section 1. Salary range. Employees shall be paid in accordance with the salary schedule attached to this Agreement and marked Appendix A. In the event that there is a rounding difference between the attached salary schedule and payroll, payroll shall govern. The attached salary schedule shall be considered part of this Agreement.

2021

Effective the first full pay period in January 2021, the existing start rate will increase by one percent (1%) and the salary range maximum will be increased by two percent (2%). There will not be a corresponding adjustment except as required to move employees below the new range minimum.

Effective the first full pay period in January 2021 and following the range adjustment noted above, the Employer shall provide up to a two percent (2%) merit increase calculated on the same basis as the basic nonunion program.

Section 2. Start Rates. New employees may be employed above the start rate but only in accord with applicable County personnel regulations and policies.

Section 3. Promotions. Employees who are promoted will be placed on the new Range at an amount not less than 3.0% above the rate from which promoted.

Section 4. Merit Pools/Minimum Range Movement. The merit pool is computed using the standard county formula.

Section 5. Increase After Probation. Employees shall be eligible for a probationary increase of up to five percent (5%) following successful completion of their probationary period (which is typically six months of employment).

Section 6. In addition to the payments noted on the Performance Based Range, eligible employees who have completed the noted years of service will receive longevity payments as follows:

An employee who has completed five (5) years of service with Anoka County will receive an additional eighty (\$80) per month above the employee's current rate of pay.

An employee who has completed ten (10) years of service with Anoka County will receive one hundred thirty five dollars (\$135) per month above the employee's current rate of pay.

An employee who has completed fifteen (15) years of service with Anoka County will receive an additional two hundred dollars (\$200) per month above the employee's current rate of pay.

An employee who has completed twenty (20) years of service with Anoka County will receive an additional three hundred dollars (\$300) per month above the employee's current rate of pay.

Section 7. Members of the bargaining unit will be permitted to participate in the County's Deferred Compensation Plan Auto Enrollment and the County's Deferred Compensation Plan "Match the Minimum" Contribution on the same basis as the County's general non-organized employee group.

ARTICLE 21 PROBATION PERIODS

Rules and procedures regarding probationary periods are contained in the Anoka County Personnel Rules & Regulations. The parties agree that any probation period extension shall only occur with the mutual agreement of the union, the employee involved and the Division Department Head or his designee.

ARTICLE 22 COMPLETE AGREEMENT AND WAIVER OF BARGAINING

This Agreement shall represent the complete Agreement between the Union and the Employer. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings of and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 23 MUTUAL CONSENT CONTINGENCY

This agreement may be amended any time during its life upon the mutual consent of the Employer and the Union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this agreement.

**ARTICLE 24
SAVINGS CLAUSE**

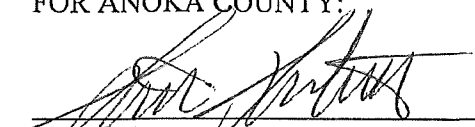
This agreement is subject to the laws of the United States, the State of Minnesota, and Anoka County. In the event any provisions of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided,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

**ARTICLE 25
TERM OF AGREEMENT**

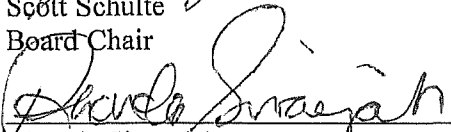
This Agreement shall be in full force and effect from January 1, 2021 through December 31, 2021, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing by December 1, or by October 1 prior to any subsequent anniversary date, that it desires to modify or terminate this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 11th day of May, 2021.

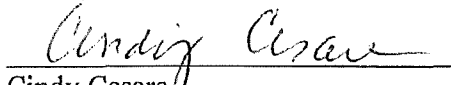
FOR ANOKA COUNTY:



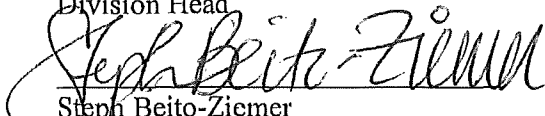
Scott Schulte
Board Chair



Rhonda Sivarajah
County Administrator



Cindy Cesare
Division Head

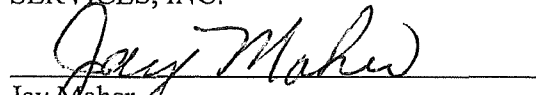


Steph Beito-Ziemer
Employee Relations Director



Scott Lepak
Labor Counsel


FOR LAW ENFORCEMENT LABOR
SERVICES, INC:



Jay Maher
Business Representative



Daniel W. Bessiah
Steward



Steward

Steward

Steward

2021 Salary Ranges Anoka County Community Corrections
LELS - Work Release Unit effective 01/02/2021

Grade		Minimum	Min + 3%	1st Quartile	Midpoint	3rd Quartile	Maximum	Job titles
1108	Hourly	20.38	20.99	22.86	25.33	27.81	30.28	Correctional Officers Work Release Officers Juvenile Detention Officers
	Monthly	3,532.53	3,638.27	3,962.40	4,390.53	4,820.40	5,248.53	
	Annual	42,390.40	43,659.20	47,548.80	52,686.40	57,844.80	62,982.40	
1110	Hourly	23.32	24.02	26.23	29.14	32.05	34.95	Shift Coordinators
	Monthly	4,042.13	4,163.47	4,546.53	5,050.93	5,555.33	6,058.00	
	Annual	48,505.60	49,961.60	54,558.40	60,611.20	66,664.00	72,696.00	

In the event of rounding differences between these figures and payroll, payroll shall govern

- L1 = An employee who has completed 5 years of service with Anoka County will receive an additional \$ 80 per month
- L2 = An employee who has completed 10 years of service with Anoka County will receive an additional \$135 per month
- L3 = An employee who has completed 15 years of service with Anoka County will receive an additional \$200 per month
- L4 = An employee who has completed 20 years of service with Anoka County will receive an additional \$300 per month

Memorandum of Agreement
Between Anoka County
And
Law Enforcement Labor Services, Inc.
Work Release bargaining unit

(Dylan Martin one-time adjustment)

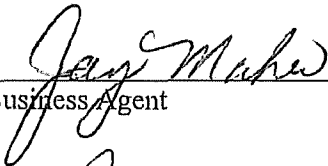
In the course of the negotiations for the 2021 collective bargaining agreement, the County and Union agreed that there should be a one-time adjustment to correct a pay disparity between Dylan Martin and Jamie Swenson. The parties agree that effective the first full pay period in January 2021, the County will adjust Dylan Martin to \$21.35 per hour prior to calculation of any merit increase.

For Anoka County:

For Law Enforcement Labor Services, Inc.



Chief Labor Negotiator



Business Agent

Date: July 30, 2021

Date: June 28, 2021