### SHERIFF'S OFFICE ESSENTIAL LICENSED DEPUTY UNIT

#### MEMORANDUM OF AGREEMENT

#### **BETWEEN**

ANOKA COUNTY SHERIFF'S OFFICE,
THE ANOKA COUNTY BOARD OF COMMISSIONERS

AND

LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL NO. 222

**TERM** 

JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

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## ARTICLE 1 PREAMBLE AND PURPOSE OF AGREEMENT

This memorandum of understanding, hereinafter referred to as the agreement, is entered into between the Anoka County Sheriff, hereinafter called the Employer, except as provided in Article 4, the Anoka County Board of Commissioners, and Law Enforcement Labor Services, Inc., Local No. 222, hereinafter called the Union. The intent and purpose of this agreement is to:

- A. Express, in written form, the complete agreement between the parties on hours, wages and all other conditions of employment.
- B. Establish orderly procedures for the resolution of disputes.
- C. Specify the full and complete understanding of the parties.
- D. Maintain and improve greater individual productivity and quality of services.
- E. Insure against any interruptions of work and interference with the efficient and effective rendering of service to the public.

The Employer and the Union, through this agreement, continue their dedication to the highest quality of public service. The parties recognize that this agreement is not intended to modify any of the authority vested in the Anoka County Sheriff or the Anoka County Board of Commissioners.

### ARTICLE 2 RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative under Minnesota Statutes Section 179A.03 Subdivision 8, for employees of the Anoka County bargaining unit identified by the Bureau of Mediation Services, certification of exclusive representative dated December 20, 1996, BMS Case No. 97-PRE-424 and, except as modified to reflect the Sheriff's Office rather than the Sheriff's Department, described as: all licensed essential employees of the Anoka County Sheriff's Office, Anoka, Minnesota, who are public employees within the meaning of Minn. Stat. Sec. 179A.03, subd. 14, excluding investigator, supervisory and confidential employees.

<u>Section 2.</u> 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 Services for determination.

<u>Section 3.</u> 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 certified representatives as designated in Article 3, Section 3.

<u>Section 4.</u> The Union recognizes the labor relations representative designated by the Anoka County Board and the County Sheriff 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.

<u>Section 5.</u> The terms "regular" and "permanent" employee are used interchangeably and shall be interpreted to mean the status of having completed the initial hire or rehire probation period.

#### ARTICLE 3 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 deductions 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. The Union agrees to give the Employer thirty (30) days' notice of any change in the amount of uniform dues deducted and the Union further agrees to refund to the Employer, or the employee as appropriate, any amount paid to the Union in error on account of the dues deduction provision.

<u>Section 2.</u> 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 Section 1 of this Article.

<u>Section 3.</u> 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 three (3) stewards.
  - 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. Interruption of work for Union business shall be limited to the investigation and presentation of grievances to the Employer and negotiation sessions with the Employer relating to subsequent contracts.

- B. 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.
- C. 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. There shall be no posting of political or inflammatory materials.

## ARTICLE 4 EMPLOYER 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.

<u>Section 2</u>. 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.

<u>Section 3.</u> Specifically the County Board responsibility as Employer shall be limited to matters relating to maintenance of appropriate pay rates and payment thereof, specific fringe benefit authorizations in the area of insurance, vacation allowance, sick leave allowance, severance pay, holidays and related economic computations. For all other matters covered in the agreement the Sheriff shall be considered the Employer.

Section 4. In the event that it is unclear as to the appropriate Employer authority an employee or the Union may request that a determination be made as to the appropriate Employer for purposes of the particular dispute involved. Such requests shall be submitted to the County Sheriff with a copy to the County Board or its designated representative. On receipt of such request, the County Board or its designated representative shall make a determination based on the facts of the issue as to the appropriate Employer and such determination shall be final. In the event that the County Board or its designated representative is determined to be the appropriate Employer for purposes of the matter at issue, then a grievance brought pursuant to Article 7 shall be processed through the employee's immediate supervisor who shall request that the County personnel officer sit in on

discussion of the grievance; in such case, if the grievance is not resolved at that step in the procedure, the County Sheriff and the County Administrator or their designee shall act as Employer for Step 2 of the grievance procedure provided in Article 7. In any case, not otherwise determined by the County Board or its designated representative, the Employer shall be deemed to be the Sheriff.

<u>Section 5.</u> 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. The County will provide notice of and will make copies of any proposed change in any applicable policy available to the Union at least thirty (30) days prior to implementation of the policy.

## ARTICLE 5 WORK STOPPAGE LIMITATIONS

<u>Section 1.</u> In recognition of the provisions included in this agreement for a grievance procedure providing for arbitration to be used for resolution of disputes, the Union agrees that neither the Union, its officers or agents, or any of the employees covered by this agreement will engage in work stoppage. Any or all employees who violate the provisions of this Article will be subject to discharge or other discipline as appropriate under applicable Personnel Rules.

<u>Section 2.</u> Upon request by the Employer, the Union agrees to have its assigned business representative and the appropriate local Union officers or stewards 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.

<u>Section 3.</u> 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 6 GRIEVANCE PROCEDURE

<u>Section 1.</u> A grievance shall be defined as a dispute or disagreement raised by an employee against the Employer involving the violation or application of the specific provisions of this agreement.

Section 2. It is specifically understood that 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. 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(s) except in those cases where such waiver is prohibited by law.

<u>Section 3.</u> GRIEVANCE 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 twenty-one (21) 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 arrange a time to meet and discuss the grievance within ten (10) days after such presentation; and
- C. After the grievance is discussed, the parties shall have ten (10) 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 fifteen (15) days after the designated supervisor's answer as provided for in Section 3, Step 1 - C. The grievance appeal shall be initiated by means of a written grievance. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions or the agreement allegedly violated, and the relief requested. The Employer or the Employer's designated representative shall discuss the grievance with the Union within ten (10) 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. If no settlement is reached, the Employer or the Employer's designated representative shall give written answer to the Union within ten (10) days following their meeting.

Step 3. ARBITRATION - If the grievance is not settled in accordance with the foregoing procedure, the employee and Union may refer the grievance to arbitration within ten (10) days after the employee and Union's receipt of the Employer's written answer in Step 2. The selection of the arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. The arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the Employer and the Union. The arbitrator shall notify the employee, the Union and the Employer of the decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and 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 record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement.

The arbitrator shall consider and decide only the specific issue(s) submitted, in writing, by the Employer and the employee-Union, and shall have no authority to make a decision on any other issue(s) not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way, the application of laws, rules or regulations having the force and effect of law. The decision shall be binding on both the Employer and the Union and shall be based solely upon the express terms of this agreement and on the facts of the grievance presented. If the arbitrator determines that the grievance is covered by law or statute, or not covered by the express provisions of this agreement, the arbitrator shall refer the grievance back to the parties without decision or recommendation.

<u>Section 4.</u> 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 employee and 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 in each step.

<u>Section 5.</u> The grievance procedure contained in this agreement is the sole and exclusive means of resolving all grievances arising under this agreement.

### ARTICLE 7 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 an employee concerning investigation for disciplinary action against that employee. The Union representative's role at such questioning shall be governed by the rules governing an attorney representing an accused in a Grand Jury proceeding.

#### ARTICLE 8 HOURS OF WORK - PREMIUM PAY

<u>Section 1.</u> 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 hours of work per day or per week.

Section 2. The normal work week shall be equivalent to 40 hours per week (2080 hours per year) for those employees who are assigned a normal Monday through Friday. (This group includes Civil Deputies, Fraud Investigators and Court Security deputies.) For all other employees filling positions that involve schedules other than normal day time Monday through Friday, the Employer shall establish schedules that recycle in not more than 28 days and 171 working hours. (This group includes Patrol Division Deputies). Work hours will consist of hours actually worked, vacation time used, sick leave used, holiday hours and Employer required training time.

<u>Section 3.</u> Except as otherwise provided in this Agreement, any employee required to work hours in excess of 40 hours, if on a normal Monday through Friday 40 hour work week, or in excess of the employee's normal working schedule cycle shall be compensated for such excess compensable hours at the rate one and one half (1-1/2) times the normal rate with payment thereof to be made at least once monthly in cash.

<u>Section 4.</u> The assignment of overtime shall be at the discretion of the Employer and shall be divided as equally as practicable among all employees.

<u>Section 5.</u> For the purpose of computing overtime, employees scheduled for a normal Monday through Friday daytime work week shall have the work week commence at 12:01 a.m. on Saturday. For employees covered by any system other than the Monday through Friday daytime workweek, the overtime computation shall be based on the ratio of the number of days in the cycle to 28 days compared to 171 hours and based upon a period commencing at 12:01 a.m. on the first day of the schedule cycle or the shift change nearest that time. In all cases the work day shall be a period of 24 hours commencing with the shift change time nearest to 12:01 a.m. on such day.

<u>Section 6.</u> Any Deputy who works in a shift beginning earlier than 6:00 a.m. or ending later than 6:00 p.m. shall be entitled to receive a night differential for the entire shift provided at least four (4) hours of the shift are worked between the hours of 6:00 p.m. and 6:00 a.m. The night shift differential shall be six dollars (\$6.00) per shift for employees working other than a twelve hour shift (primarily an 8 hour shift) and nine dollars (\$9.00) per shift for employees working a twelve hour shift.

<u>Section 7.</u> The Employer agrees that split shift work will not be scheduled for employees covered by this agreement except in case of emergency and in that event only for the time involved in the emergency.

<u>Section 8.</u> Any covered employees called out for service during their regularly scheduled days off or time off shall receive a minimum of three hours credit computed at overtime rates.

<u>Section 9.</u> 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 three hours credit computed at overtime rate shall be earned and paid. Court time other than as regularly scheduled which is in excess of three hours shall be computed at the applicable rate relative to the work hours of the affected employee during the period involved.

<u>Section 10.</u> Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the Employer.

Section 11. Civil Deputies shall, at the option of the Employer:

- a) be assigned to an eight hour day including lunch break, or
- b) be paid overtime rates for shift time in excess of eight hours per day.

<u>Section 12.</u> Employees shall be required to work overtime or holidays when assigned unless excused by the Employer.

<u>Section 13.</u> 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.

#### ARTICLE 9 HOLIDAYS

<u>Section 1.</u> Employees shall be entitled to payment for holidays pursuant to this Article provided they worked their last scheduled day preceding the holiday and their first scheduled day following the holiday.

#### Section 2. Holidays are defined as:

New Year's Day - January 1
Martin Luther King Day - Third Monday in January
President's Day - Third Monday in February
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

Christmas Day - December 25 Personal holiday that is accrued on the first full pay period in January.

<u>Section 3.</u> When a holiday as designated in this Article falls on Sunday, the following day (Monday) shall be considered the official holiday for employees or when such holidays fall on Saturday, the preceding day (Friday) shall be considered the official holiday for employees. For the employees on a scheduling system other than the normal Monday through Friday daytime schedule, the holidays shall be deemed to fall on the applicable actual calendar date without reference to Saturday and Sunday adjustments.

<u>Section 4.</u> Holidays which occur within an employee's approved and compensated vacation or sick leave period will not be chargeable to the employee's vacation or sick leave time.

<u>Section 5.</u> Employees covered by a scheduling system other than the normal Monday through Friday daytime schedule shall receive straight time cash payment for eleven (11) holidays or compensatory time off at straight time rates in lieu thereof at the discretion of the employee. Scheduling of compensatory time under this section shall be on the same basis as vacation time but shall not conflict with vacation schedules. Employees covered under this section shall receive an additional four (4) days compensatory time credit in lieu of payment for hours worked on holidays.

Compensatory time credited to an employee shall be recognized as a benefit earned and compensatory time off, requested by the employee, shall not be denied except in the case of an emergency.

The Employer agrees to provide an annual "cash-out" payment, apart from all other payments made in accordance with this agreement, for compensatory time accumulated pursuant to this Section if the employee requests such payment not later than October 1 of each year.

<u>Section 6.</u> Employees who work a normal Monday through Friday daytime schedule shall be compensated at one and one-half times their regular base hourly rate in the event that they are required to work all or part of a holiday.

<u>Section 7.</u> When December 24 falls on a week day other than Friday, an employee is granted a half-shift (up to four hours) to be added to the holiday bank.

## ARTICLE 10 PREFERRED BENEFIT PROGRAM/VACATION AND SICK LEAVE

<u>Section 1.</u> Employees in this bargaining unit will be covered by the Flexible Time Off ("FTO") and Extended Medical Benefit ("EMB") policies within the County's Preferred Benefit Program as outlined in the Anoka County Rules and Regulations Manual. In the event that the County reduces the rates of accrual, eligibility for use, or carryover amounts within those policies during the term of this Agreement, the Union may reopen the collective bargaining agreement for the limited purpose of negotiating the continued application of the policies amended by the County. Such reopener shall be initiated by the Union submitting such request to the County in writing.

#### ARTICLE 11 SEVERANCE PAY

<u>Section 1.</u> An employee who separates from County employment by retirement, death, layoff, or resignation in good standing shall receive pay equal to the amount of accumulated FTO up to 360 hours earned at the date of severance from employment. A deceased employee's severance pay shall be paid in accordance with any applicable state and federal laws.

For purposes of this Article, good standing will be defined as the employee giving the Sheriff at least fourteen (14) calendar days' prior notice subject to the following exceptions and application:

An employee who resigns in lieu of an anticipated discharge is deemed to have resigned in not good standing.

An employee who is absent from work without authorization for a period of three consecutive working days shall be deemed to have voluntarily resigned. The same may apply when an employee fails to return to work within three working days of the expiration of an authorized leave.

The Sheriff may waive the written notice, time frame and other exceptions noted above when it is deemed to be in the best interest of the County.

#### ARTICLE 12 LEAVE BENEFITS AND WORKER'S COMPENSATION BENEFITS

In the event an employee who by reason of sickness or injury receives workers compensation benefits and does not have sufficient paid leave available to cover the period of disability, the employee may keep the worker's compensation benefits and receive from the County any earned additional differential benefit available from the accumulated sick leave, vacation leave, or other accumulated leave time, but the total weekly compensation including leave and worker's compensation benefits shall not exceed the weekly base pay rate of an employee.

#### ARTICLE 13 SENIORITY

<u>Section 1.</u> 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 total regular hours of service for the Employer from the most recent date of employment, re-employment, re-instatement or appointment to the employee's current classification, or other criteria if mutually agreed upon by the parties; 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 titled "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. Provide that when an employee takes a non-compensated leave of absence from employment which is approved by the Employer or is on lay-off status and returns to active employment, having fulfilled all terms and conditions of the leave of absence or lay-off as established by the Employer, such employee shall be entitled to credit for all seniority accrued as of the time the leave or lay-off commenced. Disciplinary suspensions will not result in a loss of seniority.
- D. Provide that seniority accrual will be uninterrupted upon promotion to any higher classification requiring licensed officer status within the Sheriff's Office.
- E. Provide separate seniority lists for regular part-time and regular full-time employees.

<u>Section 2</u>. Except in those instances where senior employees are not qualified to perform remaining work duties, seniority shall determine the order of:

- A. Lay-off, which shall be in inverse order of seniority within each classification and division, provided that any employee who is to be laid off and has previously served in a lower or equal classification in the same or different division covered by this agreement may request to exercise seniority rights in such classification.
- B. Notwithstanding the provisions of Section 1, subparagraph D., for purposes of computing layoff seniority, service as a Patrol Deputy shall be counted as time worked in any lower classification included in this bargaining unit but only in the same division and subject to the requirement that any employee who invokes seniority rights pursuant to this provision shall demonstrate the necessary qualifications to perform all of the work required of the lower classification.
- C. Recall from lay-off 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 Employer, the employee's employment shall automatically be terminated.
- D. Employees who terminate their employment with the Employer or are on lay-off status in excess of one (1) year shall not have any seniority rights under this agreement.

<u>Section 3.</u> The Employer shall issue notice of lay-off to the last known address of employees as shown by the Employer's records to affected permanent employees, in writing, at least five (5) days in advance of the effective date of the lay-off and shall issue notice of recall from lay-off to affected permanent employees, in writing, at least ten (10) calendar days in advance of the effective date of the recall from lay-off.

#### ARTICLE 14 CLOTHING ALLOWANCE

The Employer will provide an initial set of uniforms for new employees and employees who have not previously been issued uniforms. For all other current employees and subsequent to initial issue, uniform replacement will be made by the Employer on a "need" basis. Members of the unit filling positions requiring a licensed peace officer upon reaching permanent status will be required to have appropriate uniforms available at all times. Personnel authorized to work in plain clothes will be required to provide suitable civilian attire at their own expense. Personnel authorized to work in plain clothes will only be given an initial uniform which must be kept in suitable usable form at all times. The Employer will replace necessary clothing (uniform and non-uniform) if damaged in the line of duty. Effective January 1, 2001, the prior system of uniform replacement on a "need" basis will be discontinued for plain clothes deputies. Each plain clothes deputy who spends at least one-half of their time in plain clothes will receive a clothing maintenance allowance of three hundred twenty-five dollars (\$325) per year. Any member of the unit who terminates during the year must return the allowance on a pro rata basis. For example, an employee who terminates on April 1 must return <sup>3</sup>/<sub>4</sub> of the clothing allowance.

#### ARTICLE 15 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. For the term of this agreement, the Employer will make available and contribute toward health, dental, long term disability and life insurance on the same basis as the basic program for nonunion employees. For the term of this agreement, employees will also be permitted to participate in the Dependent Care Reimbursement Program on the same basis as the basic program for nonunion employees. In the event that the Employer offers short term disability insurance or life insurance coverage for an employee's spouse and dependent to its nonunion employees, members of this bargaining unit will be eligible to participate in this program to the same extent and on the same basis as the nonunion employees. In the event the Employer elects to increase benefits which will result in increased costs to the employee for health insurance coverage during the term of this agreement, the matter will be negotiated with the Union prior to a final decision.

With respect to health coverage subject to Health Care Reform, the County reserves the right to provide coverage in addition to the coverage described herein in order to manage the potential penalties to which the County may be subject. Such coverage, in addition to the coverage described herein, will be considered bargained but specifically will not be considered part of the aggregate value of benefits and specifically will not be subject to any applicable aggregate reduction in value limitations.

Section 2. Employees with dates of regular employment prior to January 1, 2018 retiring from this bargaining unit will receive the same insurance benefit program as is available to other employees under the Anoka County Personnel Rules and Regulations except that the County shall agree to pay the following minimums:

For those employees who have retired in good standing with ten (10) to fifteen (15) years of service to the County, one-half the cost of the individual coverage premium plus \$2.65 for each full year of service toward the County's family medical insurance plan.

For those employees who have retired in good standing with sixteen (16) to twenty-one (21) years of service to the County, full cost of the individual coverage premium plus \$3.60 for each year of service, per month toward dependent premium costs.

For those employees who have retired in good standing with twenty-two (22) to twenty-nine (29) years of service to the County, full cost of the individual coverage premium plus \$4.15 for each full year of service toward the County's family medical insurance plan.

For those employees who have retired in good standing with thirty (30) years of service to the County, full cost of the individual coverage premium plus \$4.60 for each year of service, per month toward dependent premium costs.

Employees with dates of employment on or after January 1, 2018 will not be eligible for an Employer contribution toward the County's medical, dental, and life group insurance upon retirement.

## ARTICLE 16 RIGHT TO TRANSFER WITHIN CLASSIFICATION AND PROCEDURES FOR TRANSFER WITHIN CLASSIFICATION

<u>Section 1.</u> The Employer retains the right to transfer employees to any assignment within classification as required for efficiency of operation of the Sheriff's Office. Procedures for transfers within classification for these assignments shall be as follows:

- 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 transfer to the duty assignment vacancy, or anticipated duty assignment vacancy, on the basis of seniority, if practical.
- C) In the event the most senior applicant(s) is not selected, the applicant may request that the Employer inform them in writing the reason the employee was not selected for that assignment.
- D) Any employee may utilize a grievance procedure for redress in the event that the employee believes an action taken by the Employer pursuant to this section is not based on just cause.

<u>Section 2.</u> The Employer retains the right to establish work shifts and staffing schedules and assign employees thereto as required for efficiency of operation of the Sheriff's Office.

<u>Section 3.</u> Procedures for assignment of non-supervisory employees to work shift schedules shall be as follows:

- A) On a yearly basis the Employer will post the work shift schedule that will be in effect January 1st and allow employees, in order of seniority, to indicate their preference(s) as to desired shift assignments. At other times of the year, the Employer may reassign an employee and/or fill a work shift schedule assignment without posting when necessary for the efficient operation of the Sheriff's Office.
- B) In the event the most senior employee does not get the shift assignment preferred, the Employer shall, if the affected employee requests, give the employee a written explanation as to why the employee was not given the shift assignment the employee preferred.
- C) Any employee may utilize the grievance procedure to redress in the event that the employee believes an action taken by the Employer pursuant to this section is not based on just cause.

#### ARTICLE 17 INJURED ON DUTY LEAVE

<u>Section 1.</u> An employee acting within the limits of the authority established by the Employer, who receives a disabling injury during the performance of assigned official duties performing acts required by law, and wherein it has been determined that the employee has not contributed to the cause of the injury through negligence, judgmental decision, out of wrongful or willful or wanton neglect of duty or other action or inaction, may be granted leave with pay for any period of disability provided that such leave with pay shall not exceed forty-five (45) working days. Such disabling injury shall be reported to the appointing authority immediately. Request for such leave shall be presented to the Employer together with supporting documentation including appropriate physician(s) report. Such leave, if granted, shall not be charged to normal flexible time off.

Section 2. Injured on Duty pay shall be paid at the employee's current pay rate.

<u>Section 3.</u> The provisions of Article 12, Leave Benefits and Worker's Compensation Benefits\_shall apply to any employee who receives Worker's Compensation Benefits while on Injured on Duty Leave. In no case shall the total weekly compensation received by the employee, including leave and Worker's Compensation Benefits exceed the weekly base rate of the employee.

#### ARTICLE 18 PAY PLAN

<u>Section 1.</u> The hourly pay rates applicable to personnel covered by this agreement during its duration are set forth on Appendix "A", attached hereto and hereby made part of this agreement. Individual placement and anticipated movement based upon meeting the performance standards noted in Section 3 are set forth on Appendix B attached hereto and hereby made part of this agreement.

The parties agree that the Employer may unilaterally increase the salary range applicable to the bargaining unit classification during the term of the 2022-24 collective bargaining agreement in the event that the Employer determines that such increase is warranted based on the Employer's review of the applicable external market for the classification.

<u>Section 2.</u> Upon promotion, an employee shall be advanced to the next higher dollar step of the new pay grade.

<u>Section 3.</u> Movement for employees below the top Step will occur upon Fully Satisfactory or Fully Satisfactory/Superior work performance on the beginning of the first pay period following the employee's anniversary date.

<u>Section 4.</u> Employees shall normally be hired at Step 1 for the appropriate grade, with subsequent step movement to occur as provided elsewhere in this Article. Initial placement of any such employee shall be made only after a review of the relative experience and qualifications of the subject employee and other previously employed individuals on the same or lower steps, in the interest of maintaining internal equity.

An employee initially placed above Step 1 shall be eligible for anniversary step increases to the appropriate higher step upon completion of each year of service.

<u>Section 5.</u> The effective date of any change in an economic item including general increases, step increases, performance pay, differentials, premiums will be on the beginning of the first full payroll period following the designated date.

<u>Section 6.</u> Employees assigned by the Employer to the position of SWAT Team member, K-9 Officer and Deputy Investigator shall receive fifty-five dollars (\$55) per pay period in addition to their regular wage.

<u>Section 7.</u> Officers assigned to field training duties shall receive an extra fifty-five dollars (\$55) per pay period for performing Field Training Officer (FTO) duties in addition to their regular wage.

The Field Training Officer will also receive ½ day off for each phase 1 or 4 that is completed by a new Officer under the FTO's direction and 1 day off for each phase 2 or 3 that is completed by a new Officer under the FTO's direction. The requested time off is subject to management approval and will not be approved if overtime is required to replace the deputy. The time is not eligible for pay out and any time left at termination is forfeited.

The Sheriff retains sole management right and discretion to increase or decrease the number of Field Training Officers at any time and to assign or remove individuals from serving as Field Training Officer.

<u>Section 8.</u> The Deputy in charge will receive an additional \$1.00 (one dollar) per hour for hours worked as a Sergeant when a Sergeant or Shift Commander is not on duty.

<u>Section 9.</u> Full Time Employees assigned by the Employer to the Marine Unit shall receive an extra fifty-five dollars (\$55) per pay period in addition to their regular wage. Reserves to the Marine Unit are not eligible for this differential.

#### ARTICLE 19 PROBATION PERIODS

- <u>Section 1.</u> Probation periods shall be determined by the Employee Relations Department procedures. The parties agree that any probation period extension shall only occur by mutual agreement of the Union, the employee involved and the Sheriff.
- <u>Section 2.</u> At any time during the probationary period, a newly hired or rehired employee may be terminated at the sole discretion of the Employer and the employee may not appeal the termination through the grievance procedure contained in Article 7.
- <u>Section 3.</u> At any time during the probationary period, a promoted employee may be demoted to the employee's previous position at the sole discretion of the Employer and the employee may not appeal the demotion through the grievance procedure contained in Article 7. A promoted employee may voluntarily return to the employee's previous position within the first three months following the promotion or reassignment.

<u>Section 4.</u> Employees assigned to fill a position vacated by a promoted employee may be demoted at the discretion of the Employer in the event the employee who vacated the position returns to the employee's former position during the probationary period. The Employer may terminate a newly hired or rehired employee in the event the employee who vacated the position returns to the employee's former position during the probationary period.

#### ARTICLE 20 TUITION REFUND

Employees will be covered by the Tuition Refund policy as outlined in the Anoka County Rules and Regulations Manual.

#### ARTICLE 21 GENERAL PROVISIONS

- <u>Section 1.</u> The Union shall, in the responsibility of exclusive representative of employees, represent all employees without discrimination, interference, restraint or coercion.
- <u>Section 2.</u> In accordance with applicable law, the Employer and the Union agree to apply the provisions of this agreement equally to all employees, without discrimination as to age, sex, marital status, religion, race, color, creed, national origin, political belief or employee organization affiliation.
- <u>Section 3.</u> Election Days. Any employee who is entitled to vote in any regularly scheduled statewide general election, any election to fill a vacancy in the office of representative in Congress or a presidential primary, may be absent from work for such time as necessary to appear at the

employee's polling place, cast a ballot, and return to work on the day of that 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 unauthorized purposes shall be subject to disciplinary action.

<u>Section 4.</u> Military Leave. 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 22 COMPLETE AGREEMENT AND WAIVER OF BARGAINING

<u>Section 1.</u> This agreement shall represent the complete agreement between the Union and the Employer.

Section 2. 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 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 waives 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 or 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 or a state or federal administrative agency 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, 2022 through December 31, 2024, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by June 1, 2024 or by June 1 prior to any subsequent anniversary date, that it desires to modify or terminate this agreement.

Scott Schrifte Chair, Anoka County Board	For	LAW ENFORCEMENT LABOR SERVICES ING. Union Representative Tim Chimicalewsh.
James Stuart Apoka County Sheriff		Union Representative
Though Siverajah	1	Union Representative
Anoka County Administrator		
Steph Beito-Ziemer		Union Representative
Chief Human Resources Officer		
001		

Scott M. Lepak

2409660\_1

Anoka County Labor Negotiator

#### LETTER OF AGREEMENT

June 1, 2005

Chuck Bengtson Business Agent Law Enforcement Labor Services 373 Selby Avenue St. Paul, Mn 55102

RE: Anoka County and LELS (Licensed Deputies) Union Representation Training.

Dear Mr. Bengtson:

This letter will document that the County recognizes the importance of bargaining unit members' right to representation as outlined in NLRB v. J. Weingarten, 420 U.S. 251 (1975). Accordingly, the County will provide training to supervisors on these rights.

FOR ANOKA COUNTY:

Scott Lepak
Chief Labor Negotiator

#### 2022 Salary Ranges Anoka County Sheriff's Office

#### LELS - Deputy effective 01/01/2022

	Steps (when begin years of s									
Grade		1	2	3	4	5	6	7		
Deputy	Hourly	\$30.65	\$33.26	\$35.87	\$38.48	\$41.09	\$41.09	\$43.14		
2105	Monthly	\$5,312.67	\$5,765.07	\$6,217.47	\$6,669.87	\$7,122.27	\$7,122.27	\$7,477.60		
	Annual	\$63,752.00	\$69,180.80	\$74,609.60	\$80,038.40	\$85,467.20	\$85,467.20	\$89,731.20		

Based on previous training and experience, newly hired employees may be started at any step at the sole discretion of the employer.

#### 2023 Salary Ranges Anoka County Sheriff's Office

#### LELS - Deputy effective 01/14/2023

Steps (when begin years of										
Grade		1	2	3	4	5	6	7		
Deputy	Hourly	\$31.57	\$34.26	\$36.95	\$39.63	\$42.32	\$42.32	\$44.43		
2105	Monthly	\$5,472.13	\$5,938.40	\$6,404.67	\$6,869.20	\$7,335.47	\$7,335.47	\$7,701.20		
	Annual	\$65,665.60	\$71,260.80	\$76,856.00	\$82,430.40	\$88,025.60	\$88,025.60	\$92,414.40		

Based on previous training and experience, newly hired employees may be started at any step at the sole discretion of the employer.

#### 2024 Salary Ranges Anoka County Sheriff's Office

#### LELS - Deputy effective 01/13/2024

Steps (when begin years of										
Grade		1	2	3	4	5	6	7		
Deputy	Hourly	\$32.52	\$35.29	\$38.06	\$40.82	\$43.59	\$43.59	\$45.76		
2105	Monthly	\$5,636.80	\$6,116.93	\$6,597.07	\$7,075.47	\$7,555.60	\$7,555.60	\$7,931.73		
	Annual	\$67,641.60	\$73,403.20	\$79,164.80	\$84,905.60	\$90,667.20	\$90,667.20	\$95,180.80		

Based on previous training and experience, newly hired employees may be started at any step at the sole discretion of the employer.

	First	Last	Seniority Date	1/1/22 Wage	2022 Step Increase	1/1/23 Wage	2023 Step Increase	1/1/24 Wage	2024 Step Increase	12/31/24 Wage
1	Christopher	Beck*	01/06/1997	\$43.51	N/A	\$44.82	N/A	\$46.16	N/A	\$46.16
2	Michael	Hlavinka	05/09/1998	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
3	Brek	Larson	10/18/1998	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
4	Brian	Torborg	02/09/1999	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
5	James	Psyck	08/28/1999	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
6	Michael	Dold	07/11/2000	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
7	Stephen	Schell	08/07/2000	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
8	John	Henrichsen	08/13/2000	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
9	Michael	Wahl	02/20/2001	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
10	Travis	Bolles	04/10/2001	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
11	Sean	Merritt	01/23/2002	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
12	Justin	Miller	01/11/2003	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
13	Patrick	Darsow	01/11/2003	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
14	Roland	Sorensen	02/03/2003	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
15	Wendy	Plattner	05/25/2003	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
	Ross	Lorinser	09/29/2003	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
17	Brian	Collier	10/20/2003	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
18	Eric	Donarski	11/01/2004	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
19	Bryan	Pierson	11/15/2004	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
	Lucas	Christofferson	01/31/2005	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
21	Robert	Young	07/13/2005	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
-	Michelle	Lanman	08/22/2005	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
23	Tanner	Shipman	08/22/2005	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
24	Joseph	Burk	09/19/2005	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
25	Freddy	Munoz	10/04/2005	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
26	Travis	Wold	10/10/2005	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
27	Justin	Alderink	09/05/2006	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
28	Shane	Quinn	12/05/2006	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
29	Ryan	Rakotz	05/26/2007	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
_	Hollias	Erickson	05/29/2007	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
31	Jordan	Mobraten	08/13/2007	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
32	Christopher	Pierro	04/01/2008	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76

\* "Offscale" MOU

Hit Top Deputy 1/2022 Hit Top Deputy 1/2022 Hit Top Deputy 2/2022

33	Jonathan	Tschida	04/01/2008	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
34	Nicholas	Johnson	05/11/2008	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
35	Thomas	Kvam	06/09/2008	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
36	Cory	Bowker	09/14/2008	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
37	Justin	Weller	09/15/2008	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
38	Ryannaon	Ninow	09/25/2008	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
39	Steven	Strecker	10/20/2008	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
40	Jon	Mathisen	12/15/2008	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
41	Jason	Corlew	06/13/2011	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
42	Christopher	Fjeld	06/27/2011	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
43	Brian	Mevissen	09/12/2011	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
44	Michael	Pudlick	10/18/2011	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
45	Justin	Nelson	01/23/2012	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
46	Peter	Grover	10/07/2013	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
47	Matthew	O'Connor	01/11/2014	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
48	Chad	Erickson	05/06/2014	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
49	Curt	Grabmeier	08/25/2014	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
50	Nathan	Arcand	10/18/2014	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
51	Nicholas	Duren	02/07/2015	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
52	Michael	Arthur	03/06/2015	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
53	Jesse	Cutler	04/18/2015	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
54	Nicholas	Heinemann	08/09/2015	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
55	Jacob	Bayer	08/10/2015	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
56	Jeffrey	Barrett	08/10/2015	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
57	Daniel	Dewey	08/31/2015	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
58	Eric	Derner	12/12/2015	\$43.14	N/A	\$44.43	N/A	\$45.76	N/A	\$45.76
59	Michael	Redman	03/19/2016	\$41.09	\$43.14	\$44.43	N/A	\$45.76	N/A	\$45.76
60	Christopher	Yantos	05/14/2016	\$41.09	\$43.14	\$44.43	N/A	\$45.76	N/A	\$45.76
61	Derick	Lien	10/31/2016	\$41.09	\$43.14	\$44.43	N/A	\$45.76	N/A	\$45.76
62	Christopher	Vitek	01/21/2017	\$41.09	N/A	\$42.32	\$44.43	\$45.76	N/A	\$45.76
63	Anne	Jeske	02/13/2017	\$41.09	N/A	\$42.32	\$44.43	\$45.76	N/A	\$45.76
64	Matthew	Madson	04/01/2017	\$41.09	N/A	\$42.32	\$44.43	\$45.76	N/A	\$45.76
65	Ehren	Lentsch	04/01/2017	\$41.09	N/A	\$42.32	\$44.43	\$45.76	N/A	\$45.76
66	William	Jacobson	07/10/2017	\$41.09	N/A	\$42.32	\$44.43	\$45.76	N/A	\$45.76

67	Anthony	Kvam	09/25/2017	\$41.09	N/A	\$42.32	\$44.43	\$45.76	N/A	\$45.76	
68	Marnae	Klungseth	10/09/2017	\$41.09	N/A	\$42.32	\$44.43	\$45.76	N/A	\$45.76	]
69	Matthew	Hoefs	08/03/2019	\$35.87	\$38.48	\$39.63	\$42.32	43.59	N/A	\$43.59	Hit Top Deputy in 2025
70	Joshua	Berggren	09/09/2019	\$35.87	\$38.48	\$39.63	\$42.32	43.59	N/A	\$43.59	Hit Top Deputy in 2025
71	Grant	Olson	11/23/2019	\$35.87	\$38.48	\$39.63	\$42.32	43.59	N/A	\$43.59	Hit Top Deputy in 2025
72	Jordan	Abeler	03/30/2020	\$38.48	\$41.09	\$42.32	N/A	\$43.59	\$45.76	\$45.76	
73	Lindsey	Sawatsky	08/17/2020	\$33.26	\$35.87	\$36.95	39.63	\$40.82	\$43.59	\$43.59	Hit Top Deputy in 2026
74	Donna	Adrian	09/28/2020	\$33.26	\$35.87	\$36.95	39.63	\$40.82	\$43.59	\$43.59	Hit Top Deputy in 2026
75	Scott	Wicklund	03/01/2021	\$38.48	\$41.09	\$42.32	N/A	\$43.59	\$45.76	\$45.76	1
76	Mitchell	Anderson	09/07/2021	\$30.65	\$31.57	\$34.26	36.95	\$38.06	\$40.82	\$40.82	Hit Top Deputy in 2027
77	Matthew	Wyatt	09/27/2021	\$38.48	\$41.09	\$42.32	N/A	\$43.59	\$45.76	\$45.76	
78	Colin	Waddle	10/04/2021	\$33.26	\$35.87	\$36.95	39.63	\$40.82	\$43.59	\$43.59	Hit Top Deputy in 2026
79	Blake	Petrich	11/15/2021	\$33.26	\$35.87	\$36.95	39.63	\$40.82	\$43.59	\$43.59	Hit Top Deputy in 2026
80	Cole	Brownfield	12/20/2021	\$30.65	\$31.57	\$34.26	36.95	\$38.06	\$40.82	\$40.82	Hit Top Deputy in 2027
81	Tyler	Borgeson	01/29/2022	\$30.65	N/A	\$31.57	34.26	\$35.29	\$38.06	\$38.06	Hit Top Deputy in 2028

# Additional MOU'S

#### **MEMORANDUM OF AGREEMENT**

#### **Between Anoka County and**

#### Law Enforcement Labor Services, Inc. Local #222

(Licensed Deputies - Juneteenth 2023 and 2024)

This Memorandum of Agreement is entered into between Anoka County (hereafter "County") and Law Enforcement Labor Services, Inc., Local #222 (hereafter "Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2022, to December 31, 2024, providing for the terms and conditions of employment for certain licensed Deputies working for the County; and

WHEREAS, as a result of the recent change by the legislature to add Juneteenth to the list of holidays to be effective for the 2023 Juneteenth Holiday (June 19, 2023) the County approved adding the 2023 Juneteenth holiday as a paid/recognized County holiday for the general benefit-earning non-union employees on June 13, 2023; and

**WHEREAS**, the County has offered, and the Union has agreed, to add the Juneteenth holiday to the members of this bargaining unit for 2023 and 2024 as noted below;

**NOW, THEREFORE,** the list of holidays outlined in Article 9, Section 2 will also include Juneteenth and that the number of holidays referenced in Article 9, Section 5 will be twelve (12) rather than (11) for 2023 and 2024.

The parties recognize that this Juneteenth revision is the result of factually unique circumstances related to a new law and shall not operate as a waiver of management or union rights or establish any precedent or past practice. It is the parties intent that the Juneteenth holiday for 2025 will be a subject for future discussions between the parties.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

For the County of Anoka	For LELS, Local #256
Sag Lash	Tim Chmislowski
Scott Lepak Chief Labor Negotiator	BusinessAgent
Dated June 12, 7023	Dated 061423

4102173v1

# Additional MOU'S





200 Coon Rapids Blvd. NW Suite 400 Coon Rapids, MN 55433

BGS.com

July 28, 2023

Tim Chmielewski Law Enforcement Labor Services, Inc. 2700 Freeway Boulevard Suite 700 Brooklyn Center, MN 55430

Re: Anoka County Licensed Deputies

Dear Mr. Chmielewski:

As Anoka County continues to proactively work toward filling licensed deputy vacancies in the Sheriff's Office, it has identified a need to increase the salary range applicable to identified bargaining unit positions. Article 18, Section 2 of the collective bargaining agreement provides that:

The parties agree that the Employer may unilaterally increase the salary range applicable to the bargaining unit classification during the term of the 2022-2024 collective bargaining agreement in the event that the Employer determines that such increase is warranted based on the Employer's review of the applicable external market for the classification.

In the present case, the County has identified a need to increase the 2023 steps by five dollars (\$5.00) per hour. This will go into effect on the pay period that starts August 12, 2023. Incumbents within that range will see a corresponding increase to their wages at that time. A copy of the new 2023 (starting August 12, 2023) and revised 2024 pay plans are attached.

Please let me know if you have any questions or would like to discuss these matters further.

Sincerely,

Scott Lepak

cc: Lisa Wagner

ENC: Pay Plans 4125613v1

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#### 2022 Salary Ranges Anoka County Sheriff's Office

#### LELS - Deputy effective 01/01/2022

Steps (when begin year										
Grade		1	2	3	4	5	6	7		
Deputy	Hourly	\$30.65	\$33.26	\$35.87	\$38.48	\$41.09	\$41.09	\$43.14		
2105	Monthly	\$5,312.67	\$5,765,07	\$6,217.47	\$6,669.87	\$7,122,27	\$7,122.27	\$7,477.60		
	Annual	\$63,752.00	\$69,180.80	\$74,609.60	\$80,038.40	\$85,467.20	\$85,467.20	\$89,731,20		

Based on previous training and experience, newly hired employees may be started at any step at the sole discretion of the employer.

#### 2023 Salary Ranges Anoka County Sheriff's Office

#### LELS - Deputy effective 01/14/2023

		Steps (when begin years of service)									
Grade		1	2	3	4	5	6	7			
Deputy	Hourly	\$31.57	\$34.26	\$36.95	\$39.63	\$42,32	\$42.32	\$44.43			
2105	Monthly	\$5,472.13	\$5,938.40	\$6,404.67	\$6,869.20	\$7,335.47	\$7,335.47	\$7,701.20			
L. Falls	Annual	\$65,665.60	\$71,260.80	\$76,856.00	\$82,430.40	\$88,025,60	\$88,025.60	\$92,414.40			

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#### 2023 Salary Ranges Anoka County Sheriff's Office

#### LELS - Deputy effective 08/12/2023

Steps (when begin ye										
Grade		1	2	3	4	5	6	7		
Deputy	Hourly	\$36.57	\$39.26	\$41.95	\$44.63	\$47.32	\$47.32	\$49.43		
2105	Monthly	\$6,338.80	\$6,805.07	\$7,271.33	\$7,735.87	\$8,202,13	\$8,202.13	\$8,567.87		
	Annual	\$76,065.60	\$81,660.80	\$87,256.00	\$92,830.40	\$98,425.60	\$98,425.60	\$102,814.40		

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#### 2024 Salary Ranges Anoka County Sheriff's Office

#### LELS - Deputy effective 01/13/2024

		Steps (when begin years of s						in years of service)
Grade	No.	1	2	3	4	5	6	7
Deputy	Hourly	\$37.67	\$40.44	\$43,21	\$45.97	\$48.74	\$48.74	\$50.92
2105	Monthly	\$6,529.47	\$7,009.60	\$7,489.73	\$7,968.13	\$8,448.27	\$8,448.27	\$8,826.13
	Annual	\$78,353.60	\$84,115.20	\$89,876.80	\$95,617.60	\$101,379.20	\$101,379.20	\$105,913.60

Based on previous training and experience, newly hired employees may be started at any step at the sole discretion of the employer.

# Additional MOU'S





200 Coon Rapids Blvd. NW Suite 400 Coon Rapids, MN 55433

BGS.com

July 28, 2023

Tim Chmielewski Law Enforcement Labor Services, Inc. 2700 Freeway Boulevard Suite 700 Brooklyn Center, MN 55430

Re: Anoka County Licensed Deputies

Dear Mr. Chmielewski:

As Anoka County continues to proactively work toward filling licensed deputy vacancies in the Sheriff's Office, it has identified a need to increase the salary range applicable to identified bargaining unit positions. Article 18, Section 2 of the collective bargaining agreement provides that:

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Sincerely,

Scott Lepak

cc: Lisa Wagner

4125613v1 **ENC: Pay Plans** 

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#### 2022 Salary Ranges Anoka County Sheriff's Office

#### LELS - Deputy effective 01/01/2022

		Steps (when begin years of service)							
Grade	HILE	1	2	3	4	5	6	7	
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#### 2023 Salary Ranges Anoka County Sheriff's Office

#### LELS - Deputy effective 01/14/2023

		Steps (when begin years of service)						
Grade		1	2	3	4	5	6	7
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#### 2023 Salary Ranges Anoka County Sheriff's Office

#### LELS - Deputy effective 08/12/2023

	Đ.	Steps (when begin years of service)							
Grade	3000 3	1	2	3	4	5	6	7	
Deputy	Hourly	\$36.57	\$39.26	\$41.95	\$44.63	\$47.32	\$47.32	\$49,43	
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		Steps			(when begin years of service)			
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