**ANOKA COUNTY**

# MANAGEMENT COMMITTEE AGENDA

**and Meeting of the Anoka County Board of Commissioners****

Commissioners West (Chair), Braastad (Vice Chair), Reinert, and Schulte

FOR THE JANUARY 25, 2022, MEETING

8:45 A.M.
County Board Room #705 - Government Center

1. Public Comment: Public comments are welcome at this time. In consideration of others wishing to speak, please limit comments to 2 minutes. Questions directed to the committee will not be answered immediately; however, whenever possible, all appropriate questions will be responded to in a timely and effective manner by county staff.

2. In accordance with the Personnel Rules and Regulations, and at the request and recommendation of the respective department heads, consider the following personnel transactions:

   A. **New** positions - Sheriff's Office - contingent on increased law enforcement contract funding - effective July 1, 2022. PC#s 2022003440, 2022003441, and 2022003442

      Three (3) 1.0 FTE Deputy - Grade 2105, range $29.76 to $41.88 per hour.

      **See attached** position action worksheet.

3. Consider recommending adopting Resolution #2022-M1, A Resolution Approving the Tentative Agreement Between the County of Anoka And Law Enforcement Labor Services, Inc. Representing The 911 Dispatch Unit for The Calendar Years 2022-2024 (Contract #C0009059). **See attached** resolution.

   **If approved by the Management Committee, this item may move directly to the county board for approval on January 25, 2022.**

** *Actions taken by this Committee do not bind the County Board. In addition to the County Commissioners appointed to this committee, additional County Commissioners may attend. Non-committee Commissioners may choose to participate in the discussions and/or ask questions, but they will* ***not*** *vote on any item, nor will they agree to take a specific action on business conducted by the committee. If their attendance and limited participation in the committee meeting is considered a meeting of the County Board, this shall serve as notice of a County Board meeting. This shall also serve as notice of a County Board Meeting for any committee comprised of four or more members of the board.*

# POSITION ACTION APPLICATION REQUEST

**Department**

Sheriff's Office

| | |
|---|---|
| **Action requested** | Add an additional 3.0 FTE Deputy positions effective July 1, 2022 - not budgeted in the 2022 budget |
| **Background** | In 2022, three cities have increased its level of law enforcement coverage provided by the Sheriff's Office. The City of Ham Lake is adding a patrol investigator 1.0 FTE effective July 1st, the City of Oak Grove is adding an addition .84 FTE deputy position effective April 1st, and the City of Nowthen is also adding an additional .84 FTE deputy effective July 1st. The addition of this law enforcement coverage is fully funded by each city. The law enforcement contracts for these cities was not completed prior to the approval of the 2022 budget process.<br><br>Since the total FTE expansion equates to 2.68 deputy positions (1.0, .84, .84) FTE, we are unable to hire a deputy at .68 FTE, however there are funds in the 2022 contract expansion fees to fully fund the additional .32 FTE. through the additional fees. |
| **Recommendations** | Add an additional 3.0 Deputy FTEs effective July 1, 2022 to the Sheriff's Office 2022 Budget |

| **Funding source** | Budget adjustment current year | Budget adjustment future years |
|---|---|---|
| Additional revenue or fees | $0.00 | $0.00 |

| | |
|---|---|
| **Funding description** | These 3.0 Deputy FTEs are fully funded through law enforcement contracts from the Cities of Ham Lake, Oak Grove and Nowthen in additional revenue not included inther approved 2022 budget. Future budget years will be fully funded by the contracts and will be accounted for in the budget process in future years through additional revenue. |

**Who to contact with questions**

Commander Paul Lenzmeier

| **Submitted by** | **Date submitted** |
|---|---|
| James Stuart<br>Digitally signed by James Stuart<br>Date: 2021.12.29 09:53:08 -06'00' | 12/29/2021 |

Revised 05/19/2020

Submit by Email

**ER USE ONLY**

| **Employee Relations and Finance Budget Workgroup approved** | **Date approved** |
|---|---|
| | |

**RESOLUTION #2022-M1**

**A RESOLUTION APPROVING THE TENTATIVE AGREEMENT BETWEEN THE COUNTY OF ANOKA AND LAW ENFORCEMENT LABOR SERVICES, INC. REPRESENTING THE 911 DISPATCH UNIT FOR THE CALENDAR YEARS 2022-2024 (CONTRACT #C0009059)**

WHEREAS, representatives of Anoka County and representatives of Law Enforcement Labor Services, Inc., representing the 911 Dispatch Unit have negotiated a three-year labor agreement for the term January 1, 2022, through December 31, 2024; and,

WHEREAS, the attached document (Exhibit A) summarizes the substantive agreement between the parties:

NOW, THEREFORE, BE IT RESOLVED that Anoka County, by and through its Board of Commissioners, does hereby approves the tentative agreement and that the chief negotiator for the Anoka County Board of Commissioners is authorized and directed to prepare contract documents incorporating this tentative agreement; and further, that upon receipt of the three original contracts executed by the Union, the Anoka County Board chair, county administrator, director of Human Resources, labor negotiator, and other appropriate individuals be authorized and directed to execute the original contracts.

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To: Anoka County Board of Commissioners
From: Scott Lepak, Chief Labor Negotiator
Date: January 3, 2022
Re: 911 Dispatchers Tentative Agreement for a 2022-2024 Agreement

Representatives of the County and Law Enforcement Labor Services, Inc. (also referred to in this Memorandum as LELS or the Union) reached a tentative agreement covering the 911 Dispatchers bargaining unit at the County. These negotiations were somewhat unusual in that they were undertaken to replace the last year of the existing collective bargaining agreement (that runs from January 1, 2020 through December 31, 2022) for a new collective bargaining agreement that will be in effect for January 1, 2022 through December 31, 2024.

There are currently 39 individuals in the bargaining unit. The Union notified the County on January 3, 2022 that it had ratified the tentative agreement.

**The major substantive changes to the prior contract are as follows:**

1. Duration/Reopener. Three years – January 1, 2022 through December 31, 2024.

   The County requested to reopen the existing 2020-2022 collective bargaining agreement to address pay issues negatively affecting recruitment and retention. The parties agreed to enter into a Memorandum of Agreement that discontinues operation of the January 1, 2020 through December 31, 2022 agreement effective January 1, 2022. The parties further agreed to enter into a collective bargaining agreement for the term January 1, 2022 through December 31, 2024 incorporating the provisions as noted below.

2. Wages.

   In order to address continuing recruitment and retention issues in the bargaining unit, the tentative agreement replaces references to Dispatcher I and Dispatcher II and creates a single seven step to top pay plan for bargaining unit employees.

   Implementation and operation of this pay plan is as follows:



Charles M. Seykora
Beverly K. Dodge
James D. Hoeft
* Joan M. Quade
* John T. Buchman
Scott M. Lepak
William F. Huefner
Bradley A. Kletscher
Timothy D. Erb
Karen K. Kurth
Adriel B. Villarreal
Tammy J. Schemmel
Carole Clark Isakson
Joseph J. Deuhs, Jr.
Jennifer C. Moreau
Cathryn D. Reher
Jason C. Brown
Thomas R. Wentzell
Herm L. Talle
David R. Schaps
Lindsay K. Fischbach
Nicole R. Wiebold
Tyler W. Eubank
Bobbi Hermanson-Albers
Erik C. Ordahl
Stephany J. Elmer
Georgia S. Kellogg
Mikael J. Ingvaldson
Of Counsel
Jeffrey S. Johnson
Michael F. Hurley
Elizabeth A. Schading
James H. Wills
* Also Licensed in Wisconsin

2022

Individual employees will be placed on a seven step to top salary system at the step determined by the County to be most consistent with their hire date into the bargaining unit and certain dispatch experience when hired. This placement will be effective January 1, 2022 - which is the beginning of the first full pay period in January of 2022.

Movement in the step system, if any, following initial placement will occur upon a determination of satisfactory work performance on the beginning of the first pay period following the employee's designated step date in the amounts that will be shown in an Appendix to the contract.

2023

The existing pay plan will increase by three percent (3%) effective the first full pay period in January 2023. Employees below the top step will be eligible for a step increase upon a determination of satisfactory work performance on the beginning of the first pay period following the employee's step date.

2024

The existing pay plan will increase by three percent (3%) effective the first full pay period in January 2024. Employees below the top step will be eligible for a step increase upon a determination of satisfactory work performance on the beginning of the first pay period following the employee's step date.

One very experienced employee above the top of the proposed step system will be able to remain at her existing salary but increased by three percent (3%) in each year of the agreement.

The parties also 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

3. Article 7. Hours of Work – Premium Pay. The parties agreed to amend Section 2 to provide that in computing overtime, compensatory time off taken will not count toward potential overtime.

4. Article 8 – Holidays. The parties agreed to revise Section 3 to remove language providing that employees who call in sick on their last scheduled day before the holiday, the holiday or the first scheduled day following the holiday would not be paid the holiday pay. This was determined to be better addressed as a potential abuse of leave management issue rather than a pay issue.

5. Memorandum of Agreement. The parties agreed to continue the existing memorandum on seniority calculation for returning supervisors for the 2022-2024 collective bargaining agreement.

6. The changes noted above also resulted in a number of technical or housekeeping changes:

    - Article 2, Section 2 (Recognition). The existing classifications (Dispatcher I and II and the previously removed Lead Dispatcher) were removed and replaced by reference to the single Dispatcher classification.
    - Article 15, Section 3 (Promotions for Dispatcher I to Dispatcher II) has been eliminated as obsolete.
    - Article 15, Section 3 (reference to Dispatcher II has been replace with reference to Dispatcher).
    - Article 16 – Probation Periods. Revise Section 2 to reflect one classification and eliminate Section 3 (movement from Dispatcher I to Dispatcher II).
    - Article 15, Section 4 (Performance Based Range Movement (Merit Pay)/Minimum Range Movement) was removed as obsolete.