

MEMORANDUM OF AGREEMENT

BETWEEN

ANOKA COUNTY

AND

AFSCME COUNCIL 5

Essential Probation Officers

TERM

JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

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ARTICLE 1. INTRODUCTION

This Agreement, is made and entered into by and between the County of Anoka, hereinafter referred to as the Employer and the American Federation of State, County and Municipal Employees Council 5 hereinafter referred to as the Union.

ARTICLE 2. RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining representative, under Minnesota Statutes, Section 179A.03, Subdivision 14, as certified by the Bureau of Mediation Services on December 21, 2015, BMS Case No. 16-PCE-0392, and described as:

All Probation Officers and Probation Officer Aides, employed by Anoka County, Anoka, Minnesota, who are public employees within the meaning of Minn. Stat. Sec. 179A.03, Subd. 14 and who are essential employees within the meaning of Minn. Stat. Sec. 179A.03, Subd. 7, excluding supervisory, confidential and all other employees.

Section 2. 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 3. 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 4. 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. Bargaining unit employee: A regular employee in a classified bargaining unit position.

Section 2. Bargaining unit position: A job classification included in the bargaining unit pursuant to Article 2 (Recognition) and which is established as an on-going position.

Section 3. Days. Except as indicated otherwise in the Agreement, all references to days are calendar days.

Section 4. Employee: A member of the exclusively recognized bargaining unit.

Section 5. 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.

Section 6. Regular Part -Time – an employee in a classified position who works less than an average of 40 hours per week, was hired for a service duration in excess of six (6) months and has successfully completed the probationary period.

Section 7. The term "regular" shall be interpreted to mean the status of having completed the initial hire or rehire probation period.

Section 8. Intermittent/Temporary – Employees who are not classified as regular full time or regular part time and who have not qualified as Aides. A temporary/intermittent employee is not part of the bargaining unit and is not eligible for County employee benefits except those mandated by state or federal law.

Section 9. Probation Officer Aides. Employees who are initially employed as Intermittent/Temporary employees and who work sufficient hours to qualify as public employees based on the two times per year calculation of hours and days worked performed by the County. The County will provide this calculation and list to the Union upon request. Employees meeting the 67 days in a calendar year and who work an average in excess of 14 hours per week in that measurement period will be considered probationary Probation Officer Aides as of the measurement date. Probationary Probation Officer Aides will then begin to serve a 1,040 hour probationary period.

The County will continue to utilize the two times per year calculation of hours and days worked by Probation Officer Aides on the same basis as when the individuals were Intermittent/Temporary employees. Probation Officer Aides who do not maintain a 67 days per calendar year or work an average in excess of 14 hours per week in a measurement period will cease to be considered Probation Officer Aides and will return to the non-bargaining unit status of Temporary/Intermittent employees. The Union will be notified of such change in status.

ARTICLE 4. UNION SECURITY

Section 1. 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) representing the bargaining unit upon execution of this Agreement and thereafter promptly certify to the Employer any successor business representative(s) representing the bargaining unit.

- 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 six (6) stewards (two (2) stewards from each building)

2. The Employer agrees to allow stewards a reasonable amount of time off for the purpose of bargaining and processing grievances on behalf of Employees with prior notice to the Employer and a determination by the Employer that work needs permit such interruption. The employer must approve the time off. The stewards shall notify the Employer upon resumption of their work. Paid time off will be limited to one steward for the purposes of investigating and presenting grievances during the steward's normal work schedule.

Section 2. 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. 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.

Section 3. 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 this Article.

ARTICLE 5. MANAGEMENT RIGHTS

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 the Employer in all of its various aspects, including but not limited to the right to operate and manage all facilities and equipment; to establish or discontinue functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to schedule working hours and assign overtime; to select, direct and determine the number of personnel; to hire, promote, suspend, discipline or discharge personnel for just cause; to lay off or relieve Employees due to lack of work or other reasons; to make and enforce reasonable rules and regulations; to take whatever actions may be necessary to carry out the missions of the Employer in emergencies; to contract with vendors or others for goods and/or services including the right to discontinue or subcontract any or all functions performed by members of this bargaining unit during the contract term, to take any and all actions necessary to carry out the operations of the employer in situations involving a disaster or emergency consistent with the terms and conditions listed in this agreement to the extent practicable, to

assign duties, tasks, and jobs, and to perform such other inherent managerial function as set forth in the Minnesota Public Employee Labor Relations Act.

Section 2. 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 Employer will provide the Union with notice of any proposed change in any policy applicable to the bargaining unit members at least thirty (30) days prior to implementation of the policy.

Section 3. Pursuant to Prison Rape Elimination Act (PREA) standard 115.266(a), neither the agency nor any other governmental entity responsible for collective bargaining on the agency's behalf shall enter into or renew any collective bargaining agreement or other agreement that limits the agency's ability to remove alleged staff sexual abusers from contact with any residents pending the outcome of an investigation or of a determination of whether and to what extent discipline is warranted.

ARTICLE 6. HOURS OF WORK

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 hours of work per day or per week.

Section 2. Overtime eligibility will be determined based on the Employer's choice of assigned schedule as follows:

Employees scheduled to work forty (40) hours per week will be compensated for hours over forty (40) in a work week 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. In computing overtime, all hours worked and all compensated leave time shall be counted toward the 40 hours per week.

Employees who are scheduled to work other than forty (40) hours per week will work pursuant to Employer established schedules that recycle in not more than 28 days pursuant to the FLSA Section 207(k). Any employee required to work hours in excess of their 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. For overtime purposes, mandatory staff meetings, training and education will be posted and treated as scheduled hours. Employees will also be compensated at overtime rates for all hours worked in excess of 171 hours in the 28 day cycle provided that such additional hours have not already been paid at overtime rates. In computing overtime, all hours worked at other than overtime rates and all compensated leave time shall be counted toward the 171 hours per 28 day cycle.

Section 3. The employer retains the right to establish work shifts and staffing schedules and assign employees thereto as required for efficiency of operation. The employer shall provide at least a thirty (30) day notice of any permanent shift change. (note taken from union proposed language on transfer within classification).

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. In the event that no non-bargaining supervisors are working on a shift and the senior bargaining unit member is required to perform lead or supervisory duties, the senior bargaining unit member or another bargaining unit member by mutual agreement of the employees shall receive an additional five percent (5%) above his or her regular base wage for all hours worked as a shift leader.

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 be required to work overtime or holidays when assigned unless excused by the Employer.

Section 9. 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 7. 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 8. GRIEVANCE PROCEDURE

Section 1. 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, or Personnel Rules 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).

Section 3. 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 ten (10) working days after the first occurrence of the event giving rise to the grievance, present such grievance in writing to his/her immediate supervisor who is designated by the employer.
- B. The supervisor shall answer within five (5) working days after such presentation; and
- C. Thereafter the parties shall have five (5) 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 Manager or the Manager's designated representative-within ten (10) working days after the designated supervisor's answer as provided for in Section 3, 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 or the agreement allegedly violated, and the relief requested. The employer or the employer's designated representative shall discuss the grievance with the employee within five (5) working days after the date presented or 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 Manager or the Manager's designated representative, the employee and the union representative. If no settlement is reached, the Manager or the Manager's designated representative shall give written answer to the employee and the union representative within ten (10) working 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) working 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 representatives. The arbitrator shall notify the employee, the union representative 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.

Section 4. 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 representatives involved in

each step. The term "working days" as used in this Article, shall mean the days Monday through Friday inclusive, (exclusive of holidays).

Section 5. An employee presenting a grievance may elect to be represented by the union or other representative at Step 2 and 3.

ARTICLE 9. DISCIPLINE

Section 1. The Employer will discipline employees who have completed the probationary period 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

Section 2. Suspensions, demotions and discharges will be in written form.

Section 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.

Section 4. Employees may examine their own individual personnel files at reasonable times, under the direct supervision of the Employer.

Section 5. Oral reprimands are not subject to the grievance procedure.

Section 6. Grievances relating to a suspension or discharge shall be initiated by the Union at Step 2 of the grievance procedure.

ARTICLE 10. WORK STOPPAGE LIMITATIONS

The Union agrees that neither the union, its officers or agents, nor 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.

ARTICLE 11. 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 12. HOLIDAYS

Section 1. Official holidays of the County for full time employees are:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Personal Holiday	Accrues on April 1
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. In the event that Christmas Eve (December 24) falls on Monday through Thursday, one-half of the employee's shift (up to four hours) shall be considered a holiday.

Section 3. Any employee who works a holiday listed in Section 1 or the Christmas Eve holiday listed in Section 2 shall be compensated for hours worked at the overtime rate.

Effective January 1, 2018, the prior holiday benefit for employees who do not work a holiday will be discontinued.

- a. Full time Employees will bank eight (8) hours of time for each listed holiday at the beginning of the year. Employees can only use holiday bank hours after the corresponding holiday occurs chronologically.
- b. Employees will have the option of using banked holiday time as time off, with the approval of the County and using the FTO guidelines. Requests not approved prior to the payoff date will be paid out.
- c. Any Holiday bank time not used or approved for use on Christmas Day and Christmas Eve will be paid out in the first pay period that includes the Friday after Thanksgiving.
- d. Any employee who separates their employment from the County following payment of the banked holidays but before December 24 will have their last check reduced by the amount of the paid holidays applicable to holidays occurring after their termination date.
- e. Banked holiday hours may be used to supplement pay on short weeks.
- f. Holiday hours must be used in one (1) hour blocks.

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. Regular Part Time Probation Officers will be eligible for pro-rated holidays. Aides will not be eligible for the benefit applicable to Probation Officers for holidays not worked.

ARTICLE 13. 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, short term disability and life insurance on the same basis as the basic non-union employee program for the term of this Agreement.

Section 2. All eligible employees may participate in the Employer's pretax premium payment program on the same basis and subject to the same conditions and restrictions as the basic program for nonunion employees as it may be amended from time to time.

ARTICLE 14. PROBATION

Section 1. The probation period for personnel covered by this agreement shall be 1040 hours. The parties agree that any probation period extension shall only occur by mutual agreement of the Union, the employee involved, and the County.

Section 2. At any time during the probationary period, a newly hired or rehired employee may be terminated for the sole discretion of the employer and the employee may not appeal the termination through the grievance procedure contained in Article 6.

Section 3. 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 5. A promoted employee may voluntarily return to the employee's previous position in the bargaining unit within the first six (6) months following the promotion.

ARTICLE 15. SENIORITY

Section 1. Seniority Defined

- a) County seniority is the total calendar days of service with the employer since the most recent date of employment, re-employment or re-instatement as a regular employee.

Section 2. Interruptions in Seniority

- b) Seniority shall be tolled while on an approved leave of absence of sixty (60) calendar days or more except where seniority must continue to accrue by law or while on layoff.

That is, seniority shall not continue to accrue but an employee shall retain all seniority accrued prior to the beginning of the leave of absence or layoff. Seniority shall begin to accrue again upon return from leave or reinstatement from layoff.

Section 3. Ties in Seniority. When two (2) or more employees have the same Classification Seniority date, seniority position shall be determined by County Seniority. Should a tie still exist, seniority placement shall be determined with the employee having the superior rank on the County's Eligibility List. Should a tie still exist, seniority placement shall be determined by coin flip with the winner having the greater seniority.

Section 4. Upon request of the union, the employer shall provide seniority lists as of the effective date of the request for each full time and part time classification covered by this Agreement to include and rank, in order of highest to lowest seniority, all regular employees in the bargaining unit. This list may not be requested more than twice per year except that such list may be requested prior to any layoff of bargaining unit members.

ARTICLE 16. TRANSFERS

Section 1. The employer retains the right to transfer employees to any assignment within classification as required for efficiency of operation of Anoka County.

Section 2. 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 the applicant in writing the reason he/she 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.

Section 3. The employer retains the right to establish work shifts and staffing schedules and assign employees thereto as required for efficiency of operation. The employer shall provide at least a thirty (30) day notice of any permanent shift change.

Section 4. Procedures for assignment of non-supervisory employees to work shift schedules shall be as follows:

- A. on, at minimum, a quarterly 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 time 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 Anoka County.

- B. In the event the most senior employee does not get the shift assignment preferred, the Employer shall, if affected employee requests, give the employee a written explanation as to why he/she was not given the shift assignment he/she 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. GENERAL PROVISIONS

Section 1. Regular Part Time Probation Officers will be eligible for pro-rated FTO and holidays. Aides will not be eligible for benefits.

Section 2. The employer will replace necessary clothing (uniform and non-uniform) if damaged in the line of duty.

ARTICLE 18. 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.

2018

There will not be a general increase. Effective the first full pay period in January 2018, the Employer shall provide up to three percent (3%) merit increase on the same basis as nonunion employees in 2018 calculated on the same basis as the basic nonunion program.

2019

There will not be a general increase. Effective the first full pay period in January 2019, the Employer shall provide up to three percent (3%) merit increase on the same basis as nonunion employees in 2019 calculated on the same basis as the basic nonunion program.

2020

There will not be a general increase. Effective the first full pay period in January 2020, the Employer shall provide up to three percent (3%) merit increase on the same basis as nonunion employees in 2020 calculated on the same basis as the basic nonunion program.

Note – Probation Officers are pay Grade 12 and Regular appointed Aides are Grade 10.

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. The County shadow band program will apply to the members of the bargaining unit on the same basis as non-union employees.

Section 7. The effective date of any change in an economic item including general increases, differentials, and premiums will be on the beginning of the first full payroll period following the designated date.

Section 8. 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.

Section 9. In the event that the County continues to have Probation Officers perform ESS duties, any employee assigned specifically to emergency social service (ESS) duty after regular scheduled hours, or weekends, or on regular days off, will be compensated for those hours worked at regular wage, plus 5%.

ARTICLE 19. SAVINGS CLAUSE

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

ARTICLE 20. COMPLETE AGREEMENT

Section 1. 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 21. MUTUAL CONSENT

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 22. DURATION

This agreement shall be in full force and effect from January 1, 2018 through December 31, 2020, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by October 1, 2020, 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 on the dates noted below:

FOR ANOKA COUNTY:



Rhonda Sivarajah
Board Chair



Jerry Soma
County Administrator



Cindy Cesare
Division Head



Mike Roff
Employee Relations Director



Scott Lepak
Labor Counsel

FOR THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 5:



Sue Gilman
Local President



Bill Rohloff
Vice President



Kim Sirek
Secretary



Michael Lacoste, Field Director
AFSCME Council 5



Kurt Errickson, Field Representative
AFSCME Council 5

Memorandum of Agreement
Between Anoka County
And
AFSCME COUNCIL 5
Representing the
Essential Probation Officer bargaining unit
(Meet and Confer)


The parties agree to one meet and confer session to discuss employee interest in voluntarily filling in or covering extra hours for coworkers up to three (3) hours in a scheduled shift as well as staff interest in a process to inform the supervisor of days they could cover a shift on a short week if they submit their time prior to the 15th of the previous month. Two bargaining unit members from each of the three facilities selected by the Union and one supervisor from each of the three facilities selected by the County will be part of this meet and confer session. The session will be moderated by Superintendent Todd Benjamin. The County will pay the bargaining unit members for attending this meeting as a regular hour of work.

Please sign below to indicate your agreement with this placement and application of the pay plan for the listed individuals.

For Anoka County:

For AFSCME Council 5

Scott Lepak
Chief Labor Negotiator



Kurt Errickson
Field Representative

Date: _____, 2018

Date: _____, 2018

1801624_1

Grade		Minimum	Min + 3%	First Quartile	Midpoint	Thrd Quartile	Maximum- Absorbs Stability Ranges
B009	Hourly	17.45	17.97	19.73	22.01	24.29	26.57
	Monthly	3024.67	3114.80	3419.87	3815.07	4210.27	4805.47
	Annual	36296.00	37377.60	41098.40	45780.80	50523.20	55265.60
B010	Hourly	19.10	19.67	21.56	24.02	26.47	28.93
	Monthly	3310.87	3409.99	3736.63	4162.60	4598.57	5014.53
	Annual	39728.00	40919.84	44839.60	49951.20	55062.80	60174.40
B011	Hourly	21.09	21.72	23.76	26.43	29.10	31.77
	Monthly	3655.60	3765.27	4118.40	4581.20	5044.00	5506.80
	Annual	43867.20	45183.22	49420.80	54974.40	60528.00	66081.60

34.90
6049.33
72592.00

Grade		Minimum	Min + 3%	First Quartile	Midpoint	Third Quartile	Maximum- Absorbs Stability Ranges
C012	Hourly	23.28	23.98	26.19	28.09	32.00	34.90
	Monthly	4035.20	4156.26	4538.73	5042.27	5545.80	6049.33
	Annual	48422.40	49875.07	54464.80	60507.20	66549.60	72592.00
C013	Hourly	25.68	26.45	29.91	34.15	38.38	42.61
	Monthly	4451.20	4584.74	5184.83	5918.47	6652.10	7385.73
	Annual	53414.40	55018.83	62218.00	71021.60	79825.20	86628.80

46.29
8023.60
96283.20