

ANOKA COUNTY

**MANAGEMENT COMMITTEE AGENDA
and Meeting of the Anoka County Board of Commissioners***

Commissioners Look (Chair), Meisner (Vice Chair), Reinert, and Gamache

FOR THE OCTOBER 10, 2023, MEETING

8:30 A.M.

Conference Room #772 - 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/or the Travel Policy, and at the request and recommendation of the respective department heads, consider approving the consent items. **See attached** consent items.
3. Consider recommending adopting Resolution #2023-M7, A Resolution Approving The Revisions To The 2022-2024 Collective Bargaining Agreement Between The County Of Anoka And The International Union Of Operating Engineers, Local 49, Representing The Highway \ Parks Maintenance Unit (Contract #C0009098). **See attached resolution.**

If approved by the Management Committee, this item may move directly to the county board for approval on October 10, 2023.

** 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.*

ANOKA COUNTY

CONSENT ITEMS

FOR THE OCTOBER 10, 2023, MANAGEMENT COMMITTEE MEETING

*Consent items will be voted on as one item.
At the request of any commissioner, a consent item may be
moved to the regular agenda for discussion purposes.*

1. Travel requests at the request and recommendation of the respective department heads in accordance with the Travel and Expense Policies:
 - A. Commissioner Matt Look - Administration - to attend Defined Contribution and Retirement Advisory Committee - Columbus, OH - 3 days, September 2023 - costs, which are 100% funded by NACo, to include mileage \$39, \$372 lodging, \$96 per diem, \$808 air fare, \$75 ground transportation, and \$78 parking.
 - B. Val Sprynczynatyk, Director - Administration/Emergency Communications - to attend National Emergency Number Association Standards and Best Practices - Clearwater, FL - 5 days, January 2024 - costs to include \$399 registration, \$26 mileage, \$1,195 lodging, \$380 per diem, \$350 air fare, and \$100 ground transportation.
 - C. Kari Morrissey, Assistant Director - Administration/Emergency Communications - to attend National Emergency Number Association (NENA) Center Manager Certification Program - St. Cloud MN - 5 days, November 2023 - costs to include \$1,000 (paid by Emergency Communications Networks), \$81 mileage, \$616 lodging, and \$356 per diem.
 - D. Chuck Denninger, Internal Auditor, - Administration – to attend Institute of Internal Auditors (IIA) class as an instructor – Las Vegas, NV – 3 days, September 2023 – costs, which are 100% funded by IIA, to include \$60 mileage, \$800 lodging, \$200 meals, \$545 air fare, \$90 ground transportation, \$300 parking, and \$60 miscellaneous.
 - E. Erin Straszewski, Community Engagement Manager - Administration/Library - to attend a Library Marketing Conference - Indianapolis, IN - 3 days, November 2023 - costs, which are funded by MELSA, to include \$475 registration, \$663 lodging, \$242 per diem, \$264 air fare, and \$200 ground transportation.
 - F. Shane Sheets, Director - Administration/Medical Examiner's Office - to attend National Institute of Justice (NIJ)/CDC Death Investigation Guide Working Group Meeting - Washington, DC - September 2023 - costs, which are funded by NIJ/CDC, to include \$64 mileage, \$1,600 lodging, \$356 per diem, \$775 air fare, \$80 ground transportation, and \$150 parking.
 - G. Shane Sheets, Director, and Jamie Reiersen, Morgue Operations Supervisor - Administration/Medical Examiner's Office - to attend CDC Foundation Meeting - Atlanta, GA - 3 days, December 2023 - costs for each, which are fully funded by the CDC, to include \$66 mileage, \$375 lodging, \$259 per diem, \$600 air fare, \$40 ground transportation, and \$90 parking.

- H. Michael Falck, Investigations Supervisor - Administration/Medical Examiner's Office - to attend 2024 The International Association of Coroners & Medical Examiner Advanced Medicolegal Symposium - 5 days, July 2024 - Las Vegas, NV - costs to include \$700 registration, \$58 mileage, \$800 lodging, \$587 per diem, \$600 airfare, \$50 ground transportation, and \$224 parking. All costs to be scholarship funded except per diem.

Travel and training forms are available in Administration for review.

RESOLUTION #2023-M7

**A RESOLUTION APPROVING THE REVISIONS TO THE
2022-2024 COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE COUNTY OF ANOKA AND THE
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 49,
REPRESENTING THE HIGHWAY \ PARKS MAINTENANCE UNIT
(CONTRACT #C0009098)**

WHEREAS, representatives of Anoka County and representatives of the International Union of Operating Engineers, Local 49, representing the Highway\Parks Maintenance unit of Anoka County, met and discussed a desire to reopen and revise the existing collective bargaining agreement that was in place for the term January 1, 2022 through December 31, 2024; and,

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

NOW, THEREFORE, BE IT RESOLVED that Anoka County, by and through its Board of Commissioners, does hereby approve 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, Chief Human Resources Officer, labor negotiator and other appropriate individuals be authorized and directed to execute the original contracts and documents.

To: Anoka County Board of Commissioners
From: Scott Lepak, Chief Labor Negotiator
Date: October 4, 2023
Re: Highway/Parks Maintenance Unit Tentative Agreement on revised agreement

Representatives of the County and the International Union of Operating Engineers, Local 49 reached a tentative agreement covering a revision to the existing Highway/Parks Maintenance collective bargaining agreement. As a matter of background, the parties explored a concept of revising the existing pay plans and placement to assist in recruitment and retention while also reviewing language changes within the collective bargaining agreement to provide greater management flexibility.

As a result of these discussions, the parties tentatively agreed to the following:

1. The parties would enter into a Memorandum of Agreement amending the 2022-2024 collective bargaining agreement pursuant to Article 29 (Mutual Consent Contingency) and the changes noted below.
2. The collective bargaining agreement would continue to have the same expiration date of December 31, 2024.
3. The Memorandum of Agreement noted in #1 and referenced Attachments would be attached to all executed copies of the 2022-2024 agreement.
4. The County would replace the existing merit/broadband focused compensation plan with a 10 step system.
5. Employees would be placed on this new compensation plan in 2023 as identified by the County.
 - a. Placement would continue as indicated for the balance of 2023. Employees would not be eligible for a step movement in 2023.
 - b. There would not be a general adjustment for 2024.
 - c. Eligible employees would receive a step adjustment in 2024 on the employee's anniversary date.
 - d. Employees currently serving a probation period will not be eligible for an additional increase upon completion of the probation period. The proposed wages have factored in the probationary increases ensuring their new wages meet or exceed that amount.
6. The language changes to the collective bargaining agreement are noted below.
7. The effective date of this placement and language changes would be the beginning of the October 7, 2023 pay period.

EXPERIENCE | TRUST | RESULTS

Charles M. Seykora
Beverly K. Dodge
James D. Hoefl
* 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
Michael F. Hurley
Elizabeth A. Schading
James H. Wills

* Also Licensed
in Wisconsin

The union notified the County on October 4, 2023 that it ratified the tentative agreement.

The major substantive changes to the prior contract are as follows (underlined language is new, prior language to be deleted is indicated by ~~striketrough~~):

ARTICLE 9
WORK SCHEDULE

- 9.1 The sole authority in work schedules is the employer. ~~The normal work day for an employee shall be eight (8) hours.~~ The normal work week shall be forty (40) hours, Monday through Friday. ~~Nothing contained herein shall limit the authority of the employer to establish schedules of less than eight (8) hours per day or less than forty (40) hours per week.~~
- 9.2 ~~Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal or annual basis other than the normal 7:30 a.m.—4:00 p.m. for Signals; 7:00 a.m.—3:30 p.m. for Signs; 5:30 a.m.—2:00 p.m. and 7:30 a.m.—4:00 p.m. for Fleet; 7:00 a.m. to 3:30 p.m. for Highway Maintenance; and 7:00 a.m.—3:30 p.m. day for Parks Maintenance Section.~~ The employer will give not less than ten (10) working days' notice to the employees affected by the establishment of work days different from their normal eight (8) hour work day existing schedule.

ARTICLE 16
PROBATIONARY PERIODS

- 16.1 ~~All newly hired or rehired employees~~ newly hired or rehired prior to January 12, 2024 will serve a six (6) month (1,040 compensated hours) probationary period. All employees newly hired or rehired on or following January 12, 2024 will serve a twelve (12) month (2,080 compensated hours) probationary period.

ARTICLE 18
JOB POSTING

- 18.4 Job vacancies within the designated bargaining unit will be posted for five (5) working days concurrently with outside postings so that members of the bargaining unit can be considered for such vacancies.

ARTICLE 21
HOLIDAYS

- 21.1 Add Juneteenth to the list of paid holidays for regular employees subject to this agreement:
- ~~21.6 In the event that the County amends the personnel policies to add an additional holiday to covered employees during the term of this Agreement, the members of this bargaining unit will also receive that same holiday.~~

21.5 Employees who are required to work on the actual holiday Independence Day, Labor Day, Thanksgiving, December 25 or January 1 holidays will be compensated at twice the applicable base rate for all hours worked during the holiday rather than the time and one-half compensation noted above. For purposes of this Section 21.5, Section 21.3 will not apply.

ARTICLE 24
FLEXIBLE TIME OFF

24.2 Members of this bargaining unit will be permitted to utilize the ~~Emergency Medical Bank~~ Extended Medical Benefit (EMB) for bereavement leave on the same basis as the County's nonunion program.

ARTICLE 27
PAY PLAN

27.1 The hourly pay rates and system set forth on APPENDIX A, as attached hereto and hereby made a part of this agreement, shall apply during the term of this agreement. The Addendum to the pay plan is attached hereto and hereby made a part of this agreement.

The parties agree that the Employer may unilaterally increase some or all of the salary ranges 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 affected classification.

ADDENDUM TO THE PAY PLAN

A. Wage rates. ~~Applicable range~~ The 2023-2024 salary schedules are is attached as part of this agreement as follows:

- a. The members of the bargaining unit will be compensated pursuant to the attached salary ~~ranges~~ schedule as shown on APPENDIX A effective October 7, 2023. The salary schedule will continue into 2024 without change. These range minimums and maximums reflect a three percent (3%) increase for the applicable Grades in each year of the agreement. There will be no corresponding adjustments except as needed to bring employees to the new minimum but employees maxed out would have the added room for base pay.
- b. Employees will be placed as shown on APPENDIX B. Employees will receive a market increase of twenty five cents per hour (\$.25) in 2022, 2023 and 2024. This increase will be added to their base wages prior to calculation of the merit increases noted below.
- c. ~~Effective dates of increases would be the start of the first full pay period in January of the applicable year.~~

B. Start Rates. ~~New employees may be employed above the start rate but only in accord with applicable county personnel regulations and policies~~ 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 above Step 1 will be at the Employer's discretion after the Employer reviews the relative experience and qualifications of the subject employee and other previously employed individuals on the same or lower steps.

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.

C. Promotions. ~~Promotions in this unit will reflect the new Ranges and will be compensated by placement on the new Range schedule at an amount not less than 3.0% above the rate from which promoted.~~ Upon promotion, an employee shall be advanced to the next higher dollar step of the new pay grade.

D. Steps. ~~Employees will not be eligible for Step Movement in 2023.~~ Step movement for employees below the top Step beginning on January 1, 2024 will occur upon satisfactory work performance on the beginning of the first pay period following the employee's anniversary date. For promoted employees, the anniversary date will be the date of their promotion or demotion rather than initial hire.

D. Merit Pools. ~~The merit amount for qualifying employees will be up to three percent (3%) each year (Note this is on base pay as opposed to previous standard of using midpoint) for 2022, 2023 and 2024.~~

~~Each employee in the bargaining unit is included in one of the following six merit pools:~~

~~—— #1 —— Sign division bargaining unit employees.~~

~~—— #2 —— Signal division bargaining unit employees.~~

~~—— #3 —— Equipment Operators in the bargaining unit.~~

~~—— #4 —— Crew Leaders and the Lead Mechanic in the bargaining unit.~~

~~—— #5 —— Shop employees in the bargaining unit (includes all Mechanics except the Lead Mechanic)~~

~~—— #6 —— All Park Maintenance Section employees in the bargaining unit.~~

E. ~~Movement above range top will be on the same basis as the nonunion employee program at Anoka County.~~

F. ~~Salary upon Completion of Initial Hire Probation.~~ ~~Upon the satisfactory completion of the probation period newly hired regular employees may be eligible for a salary increase in accordance with the nonunion compensation plan. This only applies to the initial~~

~~hiring and probation period and is in lieu of the prior "accelerated Range Movement policy". Eligibility for this probationary increase is based on satisfactory job performance and any increase will not exceed the midpoint of the appropriate salary range.~~

- G. ~~In each year of the agreement a mid year performance appraisal will be done for each bargaining unit employee who is then performing at a marginal or unsatisfactory level or received a marginal or unsatisfactory rating on their prior annual evaluation. This appraisal will be accomplished not later than July 1. Except for employees eligible for the July performance based range movement awards, the midyear appraisals will not determine merit pool distributions but will serve only as a preview of performance progress and status for the affected employee. Employees who do not receive a mid year performance appraisal will be assumed to be performing at a satisfactory level at that time.—~~
- E. If an employee is dissatisfied with his/her year end performance appraisal the following appeal procedure can be used:
- a. Review with the Dept. Personnel Representative
 - b. Review with the Dept. Head.
 - c. Appeal to the ~~Director of Human Resources~~ Chief Human Resources Officer if the employee believes the performance appraisal, following review under a and b of this paragraph, is based on arbitrary, capricious or discriminatory action.

Other changes:

Eliminate the separate page listing the titles and corresponding Hay Grades. It is not needed as the titles and grades are now in the pay plan. The prior use of broad bands and career ladders will be discontinued with the adoption of the step system.

The Compensation Standardization Sheet will also be eliminated with the adoption of the step system.

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