

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

NORTHWEST REGIONAL CORRECTIONS BOARD

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

For the Years Commencing
January 1, 2016 through December 31, 2018

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**ARTICLE I.
DEFINITION OF UNIT**

This Agreement is entered into between the NORTHWEST REGIONAL CORRECTIONS BOARD, CROOKSTON, MINNESOTA (hereinafter referred to as the "Employer"), and LAW ENFORCEMENT LABOR SERVICES, INC. (hereinafter called the "Union"), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended (hereinafter called PELRA), to provide the terms and conditions of employment for the following-described unit during the duration of this Agreement:

All essential employees of the Northwest Regional Corrections Board, Crookston, Minnesota, who are public employees within the meaning of Minnesota Statutes 179A.03, Subdivision 14, excluding supervisory, confidential, and non-essential employees.

**ARTICLE II.
RECOGNITION OF UNIT**

To the extent required by PELRA, the Employer recognizes the Union as the exclusive representative for the Unit. The Union shall have those rights allowed by PELRA and provided by this Agreement and those duties prescribed by PELRA plus those provided by this Agreement.

**ARTICLE III.
DEFINITIONS**

- A. Terms and Conditions of Employment: Shall be given the same definition as Minnesota Statutes §179A.03, Subd. 19.
- B. Union: Law Enforcement Labor Services, Inc.
- C. Employee: A member of the exclusively recognized bargaining unit.
- D. Department: Northwest Regional Corrections Center and Red River Valley Juvenile Center Departments of Tri-County Community Corrections.
- E. Employer: Northwest Regional Corrections Board.
- F. Employer Designee: A person or persons appointed by the Corrections Board.
- G. Union Representative: A representative designated by the members of the bargaining unit.
- H. Executive Director: The Chief Executive Officer appointed by and directly responsible to the Northwest Regional Corrections Board.

I. Jail Administrator: The Chief Security Officer of the Northwest Regional Corrections Center, reporting to the Executive Director. The Jail Administrator shall be the person holding this position, as defined by the official job description, and as positioned in the table of organization for the Corrections Board.

J. RRVJC Program Director: The Chief Officer of Red River Valley Juvenile Center including secure detention and non-secure residential programs.

K. NWRCC: Northwest Regional Corrections Center.

L. Essential Employee: For the purpose of this Agreement, any employee who may be considered a non-essential employee by job description, but who performs a substantial amount of essential duties shall, for the purpose of this Agreement be called an essential employee, and subject to the terms of this Agreement. If, however, an employee who has a job description that is non-essential and performs only non-essential duties, that employee shall not be subject to this Agreement.

M. Part-time Employee: A member of the exclusively recognized bargaining unit who is regularly scheduled to work but does not work full-time hours. Dependent upon the number of hours worked, per policy may be eligible for certain prorated benefits.

N. Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV. MANAGEMENT RIGHTS

The Employer maintains inherent managerial policy rights, which matters include but are not limited to areas of discretion or policy, functions and programs, the right to operate and manage all manpower, facilities and equipment; to establish functions in programs; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, to perform any inherent managerial functions, and to comply with Minnesota Corrections Standards and all applicable laws.

ARTICLE V. UNION DUES

A. Union shall be allowed dues check off for its members provided it has not lost its right thereto and such loss of right is provided for by PELRA. Upon receipt of an authorization card properly executed by employee, Employer will deduct from employee's paycheck the dues that employee has agreed to pay Union during the period employee has authorized such deduction.

B. All employees in the Unit who are not members of the Union may be required by the Union to contribute a fair share fee for services rendered by Union. Union's rights so to require shall not exceed the right provided by PELRA and Employer's obligation so to deduct shall not exceed the obligation provided by PELRA. If Union gives Employer written notice of the names of employees of whom it requires a fair share fee, Employer shall be obligated to check off such fee from the earnings of such employees and transmit it to the Union. In no instance shall a contribution required of such employee exceed a prorated share of specific expenses incurred for services rendered by Union in relation to negotiations for the Unit and administration of grievance procedure for the Unit. The first deduction for any employee shall be due with respect to the first check from that employee issued on or after the 30th day following the notice. Such notice shall be in writing and shall be delivered to Employer at its administrative offices. Any dispute by an employee as to the amount of the fair share fee shall be resolved by the employee and Union and shall not be subject to grievance under this Agreement.

The Union hereby warrants and covenants that it will defend, indemnify, and save the Employer and all members of its Board and all of its administrators harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have now or in the future arising out of or by reason of the deduction of the fair share fee specified herein, including payment of attorney's fees incurred in such defense whether or not a legal action is commenced.

ARTICLE VI. GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. A probationary employee is not entitled to utilize the grievance procedure contesting any termination process.

Section 2. Definition.

- A. Days mean calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes. Service shall be deemed effective if the grievance step is postmarked within the time periods specified in Section 3.
- B. Service means personal service or by certified mail.
- C. Reduced to writing means a concise statement outlining the nature of the grievance, the provisions of the contract in dispute, and the relief requested.
- D. Answer means a concise response outlining the Employer's position on the grievance.

Section 3. All disputes or grievances shall be handled in the following manner:

- A. Step I. Whenever any employee has a grievance, the employee shall meet with the RRVJC Program Director if in the Juvenile Center and the Jail Administrator if in the Corrections Center in an attempt to resolve the grievance within ten (10) days after the grievance occurred. If the grievance is not resolved within five (5) days of the first informal meeting, the grievance may be reduced to writing by the grievant or by the Union with the grievant's consent and served upon the Executive Director. Service must be made within five (5) days of the last informal meeting. The Employer shall, within ten (10) days of receipt of the written grievance, serve the Employer's answer on the Union Representative or the grievant.
- B. Step II. The Executive Director shall meet with the Union Representative or the grievant within ten (10) days after receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached with the grievance and shall be signed by all parties. If no agreement is reached within fifteen (15) days of the first Step II meeting, the Union Representative or the grievant, if the employee elects to proceed with the grievance, must proceed with Step III by service of proper notification on the Executive Director. The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provisions of the contract in dispute and the relief requested.
- C. Step III. The Executive Director and the Chairman of the Corrections Board shall meet with the designated official of the Union within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step III. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step III. If the parties are unable to reach agreement within ten (10) days after the first Step III meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.
- D. Step IV. The Employer and Union Representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Employer and Union Representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of the coin. Each party shall be responsible for equally compensating the arbitrator for each party's fee and necessary expenses and shall be individually responsible for the expenses of their own representative and witnesses.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted in writing by the Employer, and the Union and shall have no authority to make a decision on any other issue not so submitted.

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 a force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

- E. If a grievance is not presented within the time limit 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 limit, 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 the Union.

The provisions of this grievance procedure shall be severable, and, if any provision or paragraph thereof or application of any such provision or paragraph under any circumstances is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

ARTICLE VII. RATES OF PAY

Schedules A, B, and C attached hereto and incorporated herein by reference as fully as if restated verbatim herein specifies the compensation paid for the classifications stated for the year commencing January 1, 2016, January 1, 2017, and January 1, 2018, respectively.

Any employee under this agreement who works between the hours of 10:00 p.m. and 8:00 a.m. shall receive an additional \$.50 per hour.

ARTICLE VIII. INSURANCE

A. The Employer shall contribute an agreed upon amount monthly to a section 125 plan in which an employee may pick and choose from the benefits available. Some benefits are considered "core" benefits and are required of all participants. A variety of

additional benefits are available for purchase with money not spent on "core" benefits. An employee may also use the employee's own money to purchase additional benefits if so desired.

This shall apply for each full-time employee who is qualified and enrolled in the Employer's group health and hospitalization insurance plan. The contribution will be made on or before the first day of the month toward which it is applied. Benefit eligible part-time employees shall receive this benefit in accordance with this Article, on a prorated basis.

Employees will be given the opportunity to enroll annually in available plans. Carriers may require proof of insurability for new enrollees.

Current Employer contributions, core benefits, and additional benefits are as follows:

INSURANCE CONTRIBUTIONS

Employer Contribution:	\$765.00 per month effective January 1, 2016 \$790.00 per month effective January 1, 2017 \$815.00 per month effective January 1, 2018
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Core Benefits:	\$1,000 deductible major medical \$2,600 deductible VEBA \$5,000 life insurance
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Additional Benefits available:	Supplemental life insurance Dental insurance Long Term disability insurance Medical reimbursement Dependent care reimbursement Vision Plan
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B. Employees, at their own discretion and as allowed per the insurance contract, may elect to provide coverage for eligible dependents under the Employer's group health and hospitalization insurance plan, provided such plan allows dependent coverage and further provided that the employee pays any additional premium for such dependent coverage. Upon receipt of a written authorization card from the employee to the Employer within thirty (30) days prior to the date such payment shall be made by payroll deduction.

C. Hospital and surgical insurance policy coverage will be offered to employees (at the employees' expense) to the extent it is available per the insurance contract.

D. This Agreement may be reopened and all material terms of compensation, hours, and fringe benefits (including health benefits) may be subject to negotiation and change as reasonably necessary to comply with the Affordable Care Act (ACA).

**ARTICLE IX.
PROBATIONARY PERIOD**

A. Twelve (12) months of continuous employment as a permanent employee shall be regarded as a probationary period. This period shall be utilized for observing the employee's work, for securing the most effective adjustment of the employee to the employee's position, and for removing any employee whose performance does not meet the required work standards. The Employer shall calculate the employee's full-time equivalency after completing six (6) months of continuous employment for purposes of determining benefit eligibility. Probationary employees may be authorized to use vacation and sick leave after completing six (6) months of continuous employment with supervisory authorization.

B. An employee successfully completing the employee's probationary period shall have 48 hours of vacation and 48 hours of sick leave credited to their respective vacation/sick leave account. Eligible part-time employees shall receive vacation and sick leave benefits in accordance with this Article, on a prorated basis.

C. A probationary employee who is unable to work due to an approved absence of more than twelve (12) consecutive work days shall have their probationary period restart commencing on the day the probationary employee returns to work after the absence.

**ARTICLE X.
OUTSIDE EMPLOYMENT**

A. Employees may not engage in any outside occupation, employment, or business which hinders their impartial or objective performance of their public duties, is incompatible with their employment, or impairs their efficiency on the job.

B. Employees shall consult with the RRVJC Program Director in the case of the Juvenile Center employees and Jail Administrator in the case of Corrections Center employees prior to engaging in outside work and shall supply the RRVJC Program Director or Jail Administrator with full information about such work through written application or other means as specified by the RRVJC Program Director or Jail Administrator. Outside work shall be regarded as secondary to regular employment and shall not interfere with the availability of an employee for emergency or call-in duty. There shall be no Workmen's Compensation or Sick Leave payments to any individual injured in the course of outside employment.

**ARTICLE XI.
FUNERAL LEAVE**

Up to three (3) work shifts per occurrence shall be allowed for funeral leave, the days to be deducted from sick leave, for death in employee's immediate family. The specific amount of leave allowable is subject to the discretion of the Executive Director depending on the circumstances. Immediate family is defined as the employee's spouse, child, parents, brother, sister, stepparents, stepchildren, grandparents, spouse's grandparents, spouse's parents,

stepbrother, stepsister, stepchildren, grandchildren, or other relative living in the same household as the employee. In the event of death of employee's spouse or children, the three (3) work shifts taken for funeral leave shall not be deducted from sick leave.

ARTICLE XII. SICK LEAVE

A. Employees regularly employed twelve (12) months per year shall be eligible for sick leave at their regular rate of pay.

B. Sick leave with pay will be granted for bona fide personal illness, medical examination, medical treatment, or in case of a work connected injury where an employee is eligible for Workers' Compensation, and at the election of the employee the Employer will pay the difference between compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave. A deduction shall be made from the employee's accumulated sick leave used to supplement Workers' Compensation. In no event shall the additional compensation paid to the employee by virtue of sick leave result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee, or for a period of time in excess of one (1) year related to the same work-related injury. During the period when an employee is unable to work and is eligible for Workers' Compensation, vacation, sick leave, section 125 plan contributions, and longevity pay shall continue consistent with the injured employee's status at the time of injury. No benefits described in this section shall continue for a period beyond one (1) year related to the same work-related injury.

C. Eight hours per month (or 96 hours per year) of sick leave shall be accumulated for each calendar month of full-time employment. Additions to or deductions from each employee's sick leave account shall be made monthly.

D. Employees using earned sick leave shall be considered to be working for the purpose of accumulating additional vacation leave or sick leave except that the total consecutive sick leave used may not exceed the maximum accumulation allowed. Only days which an employee would normally have worked will be charged against the employee's sick leave account.

E. Sick leave may accrue to a maximum of 110 days for an employee.

F. Employees claiming sick leave may be required to file competent written evidence that they have been absent as authorized. Employees may be required to prove evidence of again being physically able to perform their duties. Sick leave is a privilege designed for the purposes stated herein. Each employee and the RRVJC Program Director in the case of the Juvenile Center employees and the Jail Administrator in the case of Corrections Center employees shall be held accountable for the reasonable, prudent, and bona fide use of sick leave privileges.

G. The employee must notify supervisory staff of the need for leave at the earliest possible moment before the start of scheduled working hours. Failure to make diligent effort to give such notification may result in a disciplinary action.

H. Eligible part-time employees shall receive sick leave benefits in accordance with this Article, on a prorated basis.

I. Employees that achieve a sick leave balance of 200 or more hours as of September 30 of each year may be eligible for a Managed Leave Award (MLA) on December 1. The purpose of MLA is to reduce sick leave and reward employees for management of their personal sick leave. MLA is awarded annually to those employees that acquire and maintain their sick leave balance above 200 hours. The percentage of MLA an employee is eligible for is determined by their 9/30/yr. balance. Applicable percentages are as follows: Balance of 200 - 399 hours @ 40%; balance of 400 - 599 hours @ 60%; balance of 600 - 799 hours @ 80%; balance of 800+ hours @ 100%.

MLA shall be computed as follows:

1. Employees must have a balance of 200+ hours in their sick leave account as of September 30 each year as a first step in determining eligibility for MLA.
2. An employee is eligible for MLA based on the number of hours their sick leave account increases from 10/1 to 9/30 annually. If this is a negative number, the employee is ineligible for MLA.
3. If it is a positive number, indicating an increase in sick leave balance, the number will be multiplied by the applicable percentage based on the tier the employee has achieved as of that year to determine the maximum number of MLA eligible hours for which an employee is eligible. Employee may exercise any or portions of two options with MLA eligible hours: 1) Leave hours in the sick leave account, or 2) Receive MLA cash award.
4. For employees who choose the cash award, their hourly rate on 9/30 will be multiplied by the MLA eligibility hours to come up with a cash MLA award.
5. Number of MLA eligible hours awarded as cash will be deducted from employee's sick leave balance. This new balance will then be the balance brought forward for the following year.

Summary: If an employee has accrued a balance of at least 200 hours as of 10/1 annually, then A (Balance of Sick Leave on 9/30) - B (Balance on 10/1 Last Year) = C (Hours Eligible); C (Eligible Hours) x D (% on Tier) = E (MLA Award Hours); E (MLA Award Hours) x Rate of Pay on 9/30 = F (MLA Cash Award).

**ARTICLE XIII.
VACATION**

A. Full-time employees shall be granted the following vacation schedule:

LENGTH OF SERVICE	VACATION
0 - 4 years	8 hours per month
4 - 10 years	11 hours per month
10 - 15 years	12 hours per month
15 years	14 hours per month

B. Vacation times will be established with first consideration given to the efficient operation of the Corrections Center and the Juvenile Center and second to the wishes of the employee.

C. Each year employees shall submit in writing a request for vacation leave to the RRVJC Program Director in the case of the Juvenile Center employees and the Jail Administrator in the case of Corrections Center employees. The RRVJC Program Director in the case of the Juvenile Center employees and the Jail Administrator in the case of Corrections Center employees will consult with all employees establishing working and vacation schedules with first consideration given to the efficient operation of the Corrections Center and the Juvenile Center and second to the wishes of the employees as to vacation time. Senior full-time employees shall be given schedule preference.

D. One (1) year's accrued vacation may be carried forward into the next calendar year. Any vacation in excess of one (1) year's accrual must have the prior approval of the Executive Director. Four (4) continuous weeks of vacation may be taken only if efficient operations can be maintained, and any request for four (4) continuous weeks of vacation must be approved by the Executive Director.

E. Eligible part-time employees shall receive vacation benefits in accordance with this Article, on a prorated basis.

**ARTICLE XIV.
HOLIDAYS**

A. The following holidays, or days legally observed as such, shall be considered as holidays for all employees covered by this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans Day*
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

* As declared by the State of Minnesota.

B. Employer may require employees to work on the stated holidays. If an employee is required to work on a holiday, the employee shall receive two (2) times the employee's regular rate of pay for hours actually worked during this holiday.

C. Full-time employees not scheduled to work on the above-stated holidays shall be compensated at the employee's regular rate of pay for eight (8) hours, provided the employee has worked the last scheduled day preceding the holiday. Paid time off/holidays will be provided to eligible part-time employees on a pro-rated basis.

D. The Employer will not require employees to take another day off without pay in a scheduled workweek in which a holiday falls.

ARTICLE XV. PARENTING LEAVE

A. Parenting Leave may be granted as unpaid leave of absence to an employee who is a natural or adoptive parent in conjunction with the birth or adoption of a child, provided such employee is caring for the child on a full-time basis and provided the employee complies with the following procedure.

B. Any employee making application for Parenting Leave shall inform the Executive Director in writing of the employee's intention to take the leave at least three (3) months before commencement of the leave, and the leave cannot exceed six (6) months in length from the date of birth of the child or from date child proposed for adoption is placed in custody of the employee-parent designate. The application must state the length of leave requested.

C. If the reason for the Parenting Leave is occasioned by pregnancy, an employee may utilize accrued sick leave pursuant to sick leave provisions of this Agreement during the period of physical disability. An employee shall not be eligible to use sick leave during a period of time covered by Parenting Leave. A pregnant employee will also provide at the time of the leave application a statement from the physician indicating the date of expected delivery.

D. In making a determination concerning the commencement and duration of a Parenting Leave, the Executive Director shall not be required to:

1. Grant leave more than six (6) months in duration.
2. Permit employee to return to employment prior to date designated.

E. Failure of an employee to return pursuant to the date determined under this section shall constitute grounds for termination of employment.

F. Leave under this section shall be without pay or fringe benefits.

ARTICLE XVI. OVERTIME

A. The basic work period for Corrections Officers and Youth Workers covered by this Agreement shall be a twenty-eight (28) consecutive calendar day work period. The basic work period for Corrections Sergeants covered by this Agreement shall be a fourteen (14) consecutive calendar day work period. The Employer shall assign shifts, starting and quitting times, at its discretion.

B. Overtime shall be paid at one and one-half (1½) times Corrections Officers and Youth Workers' regular hourly rate of pay for any hours worked in excess of one hundred seventy-one (171) hours per work period. (This provision is based upon the current communicated schedule as of October 1, 2007). Overtime shall be paid at one and one-half (1½) times Corrections Sergeants' regular hourly rate of pay for any hours worked in excess of eighty (80) hours per work period.

C. The Employer and the Union may negotiate a change in the length of the work period and number of hours required to be worked within that work period after which overtime shall be paid.

ARTICLE XVII. LAYOFFS

A. The Employer may lay off any employee because of discontinuance of a position, lack of work, financial limitations, or as otherwise necessary to manage its affairs properly. An employee being laid off due to a reduction in force shall be given written notice of the layoff fourteen (14) calendar days prior to the layoff.

B. Employees shall be laid off on the basis of seniority. Seniority shall be defined for layoff-recall as the employee's most recent date of hire with the Employer in the classification of Corrections Officer. In no event shall the use of seniority in layoffs affect the Employer's managerial responsibility to maintain a staff of two Corrections Officers (one male and one female) on duty twenty-four (24) hours per day in the RRVJC and the Corrections Center Building.

C. No new employee shall be employed by the Employer to work as a Youth Counselor or Corrections Officer while a qualified employee within that classification is laid off, unless the procedure hereafter specified is followed. Employees laid off shall be reinstated in inverse order in which the employees were laid off within the classification.

D. A laid off employee shall have the laid off employee's name, address, and telephone number to which any contact or notice of reinstatement or availability of position can be made with the Employer at the main office.

E. In the event of a recall, the Employer shall reinstate employees in the inverse order in which the employees were laid off. The Employer may make the initial contact

notifying a laid off employee of the recall by telephone. The Employer may contact by telephone sufficient employees on the seniority list to fulfill its manpower requirements. The Employer shall also mail any notice of recall or reinstatement to the laid off employees. The laid off employee shall have fifteen (15) days from the date of mailing of such notice to accept the re-employment opportunity. Failure to reply within such fifteen (15) day period shall constitute a waiver and forfeiture by the employee of any right to re-employment, and the employee shall be dropped from the seniority list permanently. An employee's written response to a notice of recall reinstatement shall take precedence over telephone contacts. Proof of depositing in the United States mails notice of reinstatement shall be sufficient to discharge the Employer's duty to notify the laid off employee.

F. In the event it becomes necessary to lay off employees or reduce hours, the reduction shall be in the inverse order of seniority provided that full-time employees shall have preference over part-time employees.

G. Reinstatement rights shall automatically cease one (1) year from the date lay off was commenced, and no further right to reinstatement shall exist thereafter, and the employee shall be dropped from the seniority list permanently.

H. If there is a laid-off employee in any job classification, the laid-off employee only has rights to a vacancy in the same job classification that the laid-off employee was last working in.

ARTICLE XVIII. TRANSFER

When a permanent employee accepts a position, not covered by this Agreement, with the Employer, the employee shall carry to the new department any accumulated vacation and sick leave benefits, as well as the employee's seniority as a Regional Corrections Board employee for the purpose of earning vacation and sick leave.

ARTICLE XIX. SENIORITY

A. Seniority shall mean an employee's length of service, calculated in continuous work periods, with the Employer since the employee's most recent date of hire in the classification of Corrections Officer or Youth Counselor.

B. The Employer shall maintain two seniority lists. One list shall be the seniority list for permanent full-time employees. The other list shall be the seniority list for part-time employees.

C. In the event when two or more employees have the same seniority date, their position on the seniority list shall be determined by lot.

**ARTICLE XX.
VACANCIES**

A. The Employer shall afford any existing employee an opportunity to apply for positions created within the Unit. An employee shall be considered along with all other applicants for such position, provided that employee applies for the position.

B. In the event of an opening for a full-time Corrections Officer position, part-time employees shall receive first consideration for the position, provided the part-time employee possesses the necessary qualifications for the position.

**ARTICLE XXI.
TRAINING**

The Employer shall reimburse the employee reasonable and necessary expenses incurred by the employee while the employee is attending Employer approved and required training. The rate of expense reimbursement shall be those rates established and approved by the Northwest Regional Corrections Board.

**ARTICLE XXII.
UNIFORMS AND FOOTWEAR ALLOWANCE**

Employer will furnish to employees original needed uniforms and approved footwear, however, the uniforms shall be properly maintained by the individual and returned to the Northwest Regional Corrections Board upon termination of employment. Thereafter, employees shall receive an annual clothing and footwear allowance of \$250.00 per year, from approved vendors, with the type and specifications and need for footwear to be determined by the Employer. Up to a \$125.00 footwear allowance shall be provided in the first year for new employees. Any uniform or footwear that is damaged due to work-related incidents, which does not constitute normal wear and tear, will be repaired or replaced by Employer. Employees shall be reimbursed for approved purchases within a reasonable time after providing receipts for purchases.

**ARTICLE XXIII.
COURT TIME**

If an employee is subpoenaed to court during the employee's off-duty time as a witness in a criminal action resulting from a work-related occurrence, the employee shall receive the employee's regular pay for the actual hours required in court.

**ARTICLE XXIV.
SEVERANCE**

A. Permanent, full-time employees who have completed at least twenty (20) years of continuous service with the Employer shall be eligible for severance pay pursuant to the

provisions of this Article upon submission of a written resignation accepted by the Employer, or retirement, or death.

B. Eligible employees shall receive an amount equal to forty percent (40%) of their unused, accumulated sick leave.

C. Severance pay may be paid by the Employer in equal annual installments over a period not to exceed five (5) years from the effective date of the termination and shall not be granted to any employee who is discharged by the Employer.

ARTICLE XXV. DISCIPLINE

A. The Employer will discipline for just cause only. Discipline will be in one or more of the following forms:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Demotion
5. Discharge

B. Notices of suspension, demotions, and discharges will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspensions shall be effective. Demotions will state the classification to which the employee is demoted. The Union shall be provided with a copy of each such notice.

C. Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands and/or notices. Written reprimands will be purged from the employee's personnel file and be of no effect five (5) years after the date of which the employee acknowledged the reprimand on condition that there are no other similar instances relating to the issue that resulted in the initial written reprimand.

D. No employee in the certified unit will be questioned concerning an investigation of disciplinary action pertaining to their actions unless the employee being investigated has been given an opportunity to have a Union Representative present at such questioning. An employee shall not be deemed to have waived this right unless such waiver is in writing and signed and dated by the employee. If during the course of questioning an employee raises suspicion about themselves or otherwise becomes the subject of investigation, questioning will immediately cease until the employee is given opportunity to have a Union Representative present. Additionally, if an employee has or develops a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request Union representation and questioning will immediately cease until the employee is given opportunity to have a Union Representative present.

E. Employees may not be suspended without pay for more than thirty (30) working days in any calendar year. Discharges will be preceded by a five (5) calendar day suspension without pay.

F. Employees may examine their own individual personnel files pursuant to M.S. Chapter 13, the Government Data Practice Act.

G. Grievances relating to discharge may be initiated by Union in Step 3 of the grievance procedure.

ARTICLE XXVI. WORK SCHEDULE

A. The basic work year for employees covered by this Agreement shall consist of 2,080 hours, which is to be accounted for by each employee through scheduled hours of work, holidays, vacations, training, and sick leave. Further, nothing in this provision shall be interpreted to be a guarantee of any minimum or maximum number of hours the Employer may assign, as the Administration shall retain the exclusive right to assign shifts, starting and quitting times, at its discretion.

B. Full-time employees covered by the Agreement shall be paid a "call-in" premium of \$15.00 per shift when requested by the Employer to fill a vacant shift within 24 hours of the Employer's or Employer's agent's request. However, in no case shall the "call-in" premium for any one shift exceed a total of \$30.00 per shift for full-time employees. In the event the "call in" is on a holiday, the "call in" premium shall be \$25.00 per shift, not to exceed a total of \$50.00 for any one shift. Part-time employees covered by this Agreement shall be paid a "call-in" hourly premium at the rate of \$1.25 per hour for each hour worked when requested by the Employer to fill a vacant shift within 24 hours of the Employer's or Employer's agent's request.

ARTICLE XXVII. ANNIVERSARY DATE

The anniversary date, for the purposes of payroll, for each employee shall be determined as of the date of hire once the employee's probationary period is completed. Further, seniority is defined as the accrual of work periods, and an employee will be credited with one work period if the employee completed 50% or more of the employee's scheduled shifts in the work period.

ARTICLE XXVIII. JURY DUTY

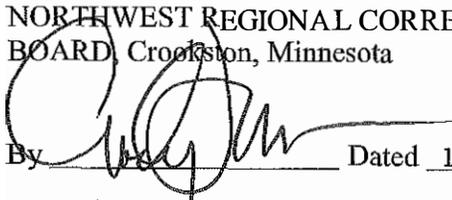
An employee who serves as a juror shall turn over any compensation received for the employee's service as a juror to the Employer, excluding mileage and expenses, and the Employer will pay the employee for the hours the employee would normally have been scheduled for work those days when the employee was called to jury duty.

**ARTICLE XXIX.
TERM OF CONTRACT**

This Agreement shall commence on January 1, 2016, and terminate on December 31, 2018.

IN WITNESS WHEREOF, The parties have executed this Agreement this ____ day of _____, 2015.

NORTHWEST REGIONAL CORRECTIONS
BOARD, Crookston, Minnesota

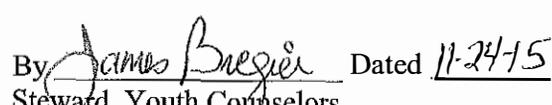
By  Dated 12-14-15

By  Dated 12-14-15

LAW ENFORCEMENT LABOR
SERVICES, INC.

By  Dated 11-12-15
LELS Business Agent

By  Dated 11-23-15
Steward, Corrections Officers

By  Dated 11-24-15
Steward, Youth Counselors

MTR:sb
2003-3715
11/10/2015

Salary Schedule - Effective 1/1/2016

2.50% COLA
3.00% Additional Step

Position	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Youth Counselor	\$ 15.62	\$ 16.00	\$ 16.77	\$ 17.56	\$ 18.32	\$ 18.81	\$ 19.61	\$ 20.26	\$ 20.85	\$ 21.48
Lead Youth Counselor	\$ 16.17	\$ 16.58	\$ 17.27	\$ 18.12	\$ 18.87	\$ 19.39	\$ 20.15	\$ 20.84	\$ 21.46	\$ 22.11
Corrections Officer	\$ 16.79	\$ 17.29	\$ 17.84	\$ 18.60	\$ 19.16	\$ 19.68	\$ 20.44	\$ 20.97	\$ 21.58	\$ 22.23
Correctional Sergeant	\$ 19.31	\$ 19.89	\$ 20.53	\$ 21.40	\$ 22.03	\$ 22.63	\$ 23.50	\$ 24.10	\$ 24.81	\$ 25.55

Longevity

5 or more years \$35/month
10 or more years \$50/month
15 or more years \$65/month

Salary Schedule - Effective 1/1/2017

2.50% COLA

Position	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Youth Counselor	\$ 16.01	\$ 16.40	\$ 17.19	\$ 17.99	\$ 18.77	\$ 19.28	\$ 20.10	\$ 20.77	\$ 21.37	\$ 22.01
Lead Youth Counselor	\$ 16.58	\$ 16.99	\$ 17.70	\$ 18.57	\$ 19.34	\$ 19.87	\$ 20.65	\$ 21.36	\$ 22.00	\$ 22.66
Corrections Officer	\$ 17.21	\$ 17.72	\$ 18.29	\$ 19.07	\$ 19.64	\$ 20.17	\$ 20.95	\$ 21.49	\$ 22.12	\$ 22.78
Correctional Sergeant	\$ 19.79	\$ 20.39	\$ 21.04	\$ 21.93	\$ 22.58	\$ 23.20	\$ 24.09	\$ 24.70	\$ 25.43	\$ 26.19

Longevity

5 or more years \$35/month
10 or more years \$50/month
15 or more years \$65/month

Salary Schedule - Effective 1/1/2018

2.50% COLA
3.00% Additional Step

Position	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Youth Counselor	\$ 16.41	\$ 16.81	\$ 17.62	\$ 18.44	\$ 19.24	\$ 19.76	\$ 20.60	\$ 21.29	\$ 21.91	\$ 22.56	\$ 23.24
Lead Youth Counselor	\$ 16.99	\$ 17.41	\$ 18.14	\$ 19.04	\$ 19.82	\$ 20.37	\$ 21.17	\$ 21.90	\$ 22.55	\$ 23.23	\$ 23.92
Corrections Officer	\$ 17.64	\$ 18.17	\$ 18.75	\$ 19.55	\$ 20.13	\$ 20.67	\$ 21.47	\$ 22.03	\$ 22.67	\$ 23.35	\$ 24.05
Correctional Sergeant	\$ 20.28	\$ 20.90	\$ 21.57	\$ 22.48	\$ 23.15	\$ 23.78	\$ 24.69	\$ 25.32	\$ 26.06	\$ 26.85	\$ 27.65

Longevity

5 or more years \$35/month
10 or more years \$50/month
15 or more years \$65/month