

LABOR AGREEMENT

BETWEEN

COUNTY OF RICE

AND

LAW ENFORCEMENT LABOR SERVICES, INC.
(Local #367)

CORRECTIONAL OFFICERS UNIT

January 1, 2022– December 31, 2024

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LABOR AGREEMENT
Between
COUNTY OF RICE
and
LAW ENFORCEMENT LABOR SERVICES, INC.

ARTICLE 1 PURPOSE OF AGREEMENT

- 1.1 Agreement. This Agreement is entered into between Rice County, hereinafter called the Employer, and Law Enforcement Labor Services, Inc., Local #367 (Correctional Officers Unit), hereinafter called the Union.
- 1.2 Purpose. This Agreement is entered into by the parties for the general purpose of promoting the mutual interests of the County, and its employees to maintain cooperation and understanding between the parties; improve employee efficiency and improve the quality of services rendered to the County and the public; establish certain hours, wages, and other conditions of employment; establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or other application. In the spirit of existing harmonious relations, the parties to this Agreement shall cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE 2 RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statute, Section § 179A.03, subd. 14, for:
- “All employees of the Rice County Sheriff’s Department (Correctional Officers Unit) who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) work days per year, excluding the Sheriff, Chief Deputy Sheriff, Jail Administrator, Assistant Jail Administrator and Jail Program Assistant.”***
- 2.2 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 Services for determination.
- 2.3 Union Representation. The Union shall be represented by such persons and/or committee as the Union shall deem desirable.
- 2.4 Employer Representation. The Employer shall be represented by such persons and/or committee as the Employer shall deem desirable.

ARTICLE 3 DEFINITIONS

- 3.1 Union. Law Enforcement Labor Services, Inc.
- 3.2 Union Member. A member of Law Enforcement Labor Services, Inc., Local #367 (Correctional Officers Unit).
- 3.3 Employee. A member of the exclusively recognized bargaining unit.
- 3.4 Department. The County of Rice Sheriff's Department Correctional Officers.
- 3.5 Employer. The County of Rice.
- 3.6 Union Officer. Officer elected or appointed by Law Enforcement Labor Services, Inc., (Local #367).
- 3.7 Scheduled Shift. A consecutive work period including two (2) rest breaks and a lunch break.
- 3.8 Rest Break. One (1) period not to exceed fifteen (15) minutes, during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.9 Lunch Break. A period, not to exceed thirty (30) minutes during the scheduled shift during which employee remains on continual duty and is responsible for assigned duties.

ARTICLE 4 EMPLOYER SECURITY

- 4.1 The Union agrees that during the life of this Agreement, the Union will not cause, encourage, participate in, or support any strike, slow-down sympathy strike or other interruption of or interference with the normal functions of the Employer.
- 4.2 The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or the Union against any employee because of Union membership or non-membership or because of any employee activity in an official capacity on behalf of the Union.

ARTICLE 5 EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set

and amend budgets; 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 and to perform any inherent managerial function not specifically limited by this Agreement.

- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE 6 UNION SECURITY

- 6.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 6.2 The Union may designate employees from the bargaining unit to act as stewards and an alternate and shall inform the Employer in writing of such choice and changes in the positions of steward and/or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s). The Union specifically agrees that no notices of a political or inflammatory nature shall be posted.
- 6.4 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 any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 7 EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. The written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date and time (if known) the alleged violation took place, and the specific section of the Agreement alleged to have been violated. All grievances shall be signed and dated.
- 7.2 Union Representative. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated as provided by Section 6.2 of this Agreement.

7.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of a grievance as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the Employer.

7.4 Procedure. Grievances, as defined in Section 7.1, shall be resolved in conformance with the following procedure:

STEP 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall have, within fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) Calendar days shall be considered waived.

STEP 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative. The Employer designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

STEP 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 3 representative. The Employer designated representative shall give the Union the

Employer's Step 3 answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer designated representative's final Step 3 answer. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

STEP 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

STEP 5. Failure to select an arbitrator within ninety (90) days of the Employer's answer in Step 3 shall be considered a "waiver" of the grievance; unless the delay in selection is caused by the Employer, or the delay is mutually agreed upon by the parties in writing.

7.5 Arbitrator Authority.

- A. 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 issue(s) 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.
- B. 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 arbitrator's decision shall be submitted in writing within thirty (30) days following close of hearing or the 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 based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the 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 a 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.

- 7.6 Waiver. 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 Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended by mutual written agreement of the Employer and the Union in each step.
- 7.7 Choice of Remedy. If, as a result of the Employer’s response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 7 or a procedure such as: Civil Service, Veteran’s Preference or Human Rights. If appealed to any procedure other than Step 4 of Article 7, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 7. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 of Article 7 or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 7.

ARTICLE 8 SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the County of Rice. In the event any provisions of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

ARTICLE 9 SENIORITY AND PROBATION

- 9.1 Seniority shall be determined by the employee’s length of continuous employment with the Sheriff’s Department and posted in an appropriate location. An employee in the bargaining unit who transfers from another County Department shall accumulate total seniority at the County only for purposes of calculating vacation and sick leave.
- 9.2 During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period a promoted or reassigned employee may be replaced in his/her previous position at the sole discretion of the Employer.

- 9.3 A reduction of work force will be accomplished on the basis of seniority. Employees will be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of his/her layoff before any new employee is hired, except that any employee on layoff who is notified by registered mail to return to work and fails to do so within ten (10) work days, shall be considered to have voluntarily terminated employment with the County.
- 9.4 Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job relevant qualifications of employees are equal.
- 9.5 Senior qualified employees shall be given shift assignment preference after eighteen (18) months of continuous full-time employment.
- 9.6 A promoted or reassigned employee shall serve a six (6) month probationary period during which time he/she may be returned to his/her previous position at the sole discretion of the Employer.
- 9.7 Upon completion of the probationary period, employees shall become regular employees within the meaning of this Agreement and shall be credited with seniority dating from the first date of continuous employment with the Employer.
- 9.8 All newly hired or rehired employees shall serve a one (1) year probationary period, during which time they may be terminated at the sole discretion of the Employer. Probationary employees will earn, and may use sick leave and vacation once accrued. During the probationary period, employees shall receive periodic evaluations on approximately a quarterly basis. Any employee moving to a different position shall be subject to a six (6) month probationary period.

ARTICLE 10 DISCIPLINE

- 10.1 The Employer will discipline employees for “just cause” only. Discipline will be in one (1) or more of the following forms:
- A. Oral reprimand;
 - B. Written reprimand;
 - C. Suspension;
 - D. Demotion; or
 - E. Discharge.
- 10.2 Suspensions, demotions and discharges will be in written form.
- 10.3 Written reprimands, notices of suspension, and notices of discharge which are to

be a part of an employee's personnel file shall be presented in the presence of a Union representative, read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.

- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 10.6 Grievances relating to suspension or discharge shall be initiated by the Union in Step 3 of the Grievance Procedure, under Article 7.

ARTICLE 11 WORK SCHEDULE

- 11.1 The normal work year is to be accounted for by each employee through:
 - A. Hours worked on assigned shifts; or
 - B. Assigned training.
- 11.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.
- 11.3 If the Employer institutes ten (10) hour shifts, vacation and sick leave will continue to be based on an eight (8) hour "day."
- 11.4 Shift Switches. Employees may switch shifts, within a pay period, with the approval of the Jail Administrator or designee. Shift switch requests will be in writing. This Article shall have no effect on overtime. Once a shift switch is agreed to by both affected parties, the hours agreed to be covered shall be treated the same as the employee's regularly scheduled work time.

ARTICLE 12 OVERTIME

- 12.1 Employees will be compensated at one and one-half (1½) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Changes of shifts do not qualify an employee for overtime under this Article.
- 12.2 Overtime will be distributed as equally as practicable.
- 12.3 Overtime refused by employees will, for record purposes under Article 12.2, be considered as unpaid overtime worked.

- 12.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 12.5 Overtime will be calculated to the nearest fifteen (15) minutes.
- 12.6 A compensatory time bank shall be established for overtime and holiday work. Each employee may accumulate no more than a maximum of fifty (50) hours in the bank. Hours shall be earned at the applicable premium rate. Any hours earned in excess of fifty (50) shall be paid to the employee. A maximum of thirty (30) hours of compensatory time may be carried over to the following year. Compensatory time use shall be subject to approval by the Sheriff and shall not be allowed if the County must pay a premium or overtime rates to fill the vacant shift. (Compensatory time for purposes of this section shall not include compensatory time occurred hour for hour by an employee for attending non-mandatory training.)

ARTICLE 13 COURT TIME

- 13.1 An employee who is required to appear in court during his/her scheduled off-duty time at the request of the County, shall receive a minimum of two (2) hours pay at one and one-half (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the two (2) hour minimum.
- 13.2 Court Cancellation Policy. If an employee who is scheduled to appear in court during his/her scheduled off-duty time is not notified of a court cancellation prior to 4:30 p.m. the day before court, the employee shall receive one (1) hours pay at one and one-half (1½) times the employee's base pay rate.

ARTICLE 14 CALLBACK TIME

An employee who is called to duty during his/her scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum. If the callback work assignment and the employee's regular work shift overlap, the employee shall be paid the callback rate of time and one-half (1½) until his/her regular shift time.

ARTICLE 15 WORKING OUT OF CLASSIFICATION

Correctional Officers do not qualify for working out of classification pay.

ARTICLE 16 INSURANCE

16.1 Effective January 1, 2016, the Employer will contribute eight hundred nine dollars and fifty cents (\$809.50) per month towards the cost of an individual employee hospitalization and medical insurance group coverage plan.

Effective January 1, 2016, the Employer will contribute one thousand two hundred-ninety-one dollars (\$1,291.00) per month towards the cost of single plus one coverage as available in the group coverage plan as provided by the Employer.

Effective January 1, 2016, the Employer will contribute one thousand six hundred thirty-five dollars (\$1,635.00) per month towards the cost of family coverage as available in the group coverage plan as provided by the Employer.

The employee contribution toward dependent health coverage shall be computed on a pre-tax basis as allowable by IRS regulations, under a qualified Section 125 "Flex Plan." The Flex Plan program may be discontinued at the discretion of the Employer. The health insurance plan document will be submitted to the Union for approval and no changes in coverage will be made without mutual agreement.

Maintain current contributions for 2019, 2020, 2021, and 2022.

Effective January 1, 2023, the Employer will contribute eight hundred forty-nine dollars and fifty cents (\$849.50) per month towards the cost of an individual employee medical insurance group coverage plan.

Effective January 1, 2023, the Employer will contribute one thousand three hundred and forty-six dollars (\$1,346.00) per month towards the cost of individual employee plus spouse or children coverage as available in the group coverage plan as provided by the Employer.

Effective January 1, 2023, the Employer will contribute one thousand seven hundred and fifteen dollars (\$1,715.00) per month towards the cost of family coverage as available in the group coverage plan as provided.

Effective January 1, 2024, the Employer will contribute eight hundred ninety-four dollars and fifty cents (\$894.50) per month towards the cost of an individual employee medical insurance group coverage plan.

Effective January 1, 2024, the Employer will contribute one thousand four hundred and twenty-six dollars (\$1,426.00) per month towards the cost of individual employee plus spouse or children coverage as available in the group coverage plan as provided by the Employer.

Effective January 1, 2024, the Employer will contribute one thousand eight hundred and fifteen dollars (\$1,815.00) per month towards the cost of family coverage as available in the group coverage plan as provided.

- 16.2 The Employer shall pay for life insurance coverage for each employee in the amount of thirty thousand dollars (\$30,000.00).
- 16.3 The Employer shall provide and pay for permanent part-time employees on a prorated basis. All employees who work 75% of full-time equivalency (thirty (30) hours or more per week) qualify for full-time benefits. Full-time equivalency for the purpose of health insurance shall be calculated on the following basis:
 - A. Appointment to set percentage of full-time hours (i.e., ½ time position =.5).
 - B. For part-time positions that fluctuate over time due to workload, the County share of health insurance premiums will use this table:

<u>Previous Year (12 Months)</u> <u>Average Work Hours</u>	<u>Full-Time</u> <u>Equivalency</u>	<u>Health Insurance</u> <u>Benefit Level</u>
1,560 to full-time	.75 to full-time	Full County Contribution
1,248 to 1,559	.6 to .75	¾ County contribution
832 to 1,247	.4 to .6	½ County contribution
831 or less	.4 or less	¼ County contribution

- C. For employees who did not work a full year in a part-time position, the hours table above shall be prorated for the number of months worked in a part-time position in order to determine benefit level.
 - D. New employees hired during the year shall have an estimated benefit level set by management.
- 16.4 All employees may participate in the Employer sponsored flex plan. The selection of the flex plan administrator shall be at the discretion of the County. Decisions about flex plan administration shall be non-grievable, although decisions by the flex plan administrator may be appealed to the County Administrator.
- 16.5 The Employer shall establish and pay one hundred percent (100%) of a Long-Term Disability (LTD) insurance program.
- 16.6 This Article may be re-opened to negotiate any changes necessary to comply with or avoid penalties under the Patient Protection and Affordable Care Act.

ARTICLE 17 VACATIONS

- 17.1 0 to 5th year of service Fourteen (14) days; (1.166) days per month
 - 6th through the 10th year Seventeen (17) days; (1.416) days per month
 - 11th through the 15th year Twenty (20) days; (1.666) days per month
 - 16th through the 20th years Twenty-two (22) days; (1.833) days per month
 - 21st plus years Twenty-four days; (2) days per month
- 17.2 Senior employees shall have preference as to vacation periods provided they notify the County Sheriff of their preference four (4) weeks in advance and no later than May 1st for the period of May 1st through October 31st, and no later than November 1st for the period of November 1st through April 30th of each year, and the County Sheriff is agreeable to the proposed period.
- 17.3 Vacation schedules may be reviewed at the discretion of the County Sheriff.
- 17.4 Vacations may be accumulated to a maximum of twenty-five (25) days.

ARTICLE 18 UNIFORMS

- 18.1 Employees required by the Employer to wear uniforms shall be furnished uniforms by the Employer. All items so provided shall remain the property of the Employer.
- 18.2 Employees shall receive one hundred seventy-five dollars (\$175.00) per month maintenance and boot allowance for 2019, 2020 and 2021.

ARTICLE 19 HOLIDAYS

- 19.1 Effective January 1, 2022 employees shall receive twelve (12) holidays per year.
 - New Year’s Day January 1
 - Martin Luther King Day Third Monday in January
 - President’s Day Third Monday in February
 - Memorial Day Last Monday in May
 - Independence Day July 4
 - Labor Day First Monday in September
 - Veteran’s Day November 11
 - Thanksgiving Fourth Thursday in November
 - Friday after Thanksgiving Fourth Friday in November
 - Christmas Eve December 24
 - Christmas Day December 25
 - Floating Holiday To be paid per 19.3

- 19.2 Employees who work on a paid holiday listed in Subsection 19.1 shall receive an additional two (2) times their regular straight time hourly rate of pay for all such hours worked. Such additional pay may, with mutual agreement, be in the form of equivalent compensatory time off
- 19.3 Holiday Pay will be paid in total (12 holidays X 8.00 hours = 96.00 hours) in the month of December. Payment will be made after December 1 and before December 15.

ARTICLE 20 LEGAL PROTECTION

The County shall provide, through insurance coverage or otherwise, defense, necessary legal expenses and other costs to an employee against whom a claim is made or a lawsuit is commenced which is based upon the conduct of the employee acting in the regular course of his/her employment, except for intentional torts and crimes or ordinance violations committed by such employee.

ARTICLE 21 SICK LEAVE AND INJURY ON DUTY

- 21.1 Sick leave with pay shall be earned by each employee at the rate of one (1) working day for each month of service. Unused sick leave to an employee's credit may be accumulated from year to year to a total of one hundred twenty (120) days.
- 21.2 Employees may use their accrued sick leave for the following:
- A. Illness of employee, spouse, children (of any age), sibling, parent, grandparent, grandchild, mother-in-law, father-in-law or stepparent. An employee may use sick leave for themselves or the relatives listed above as safety leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse or stalking as defined in M.S. 181.943 (as amended). The use of sick leave for safety leave or for the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent shall not exceed 160 hours in any twelve (1) month period.
 - B. Temporary physical disability of employee causing absence from work; or
 - C. An employee may use up to five (5) days sick in cases of death in the employee's immediate family. Immediate family shall include, for the purposes of this section, the employee's spouse, parents, sister, brother, children, stepchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren.
- 21.3 Sick leave may be used for service as a color guard, or pallbearer, provided:
- A. Sick leave for funerals under Section 21.3 may not be used more than five(5) times in any one (1) calendar year; and
 - B. Sick leave for funerals under Section 21.3 shall not exceed actual time

required for such funeral and travel time therefore, nor one and one-half (1½) days in each instance, whichever is less.

- 21.4 The County Sheriff may require a doctor's certificate showing the nature of the illness or injury whenever sick leave is requested under Section 21.1.
- 21.5 In order to be eligible for sick leave with pay, an employee must report promptly to the County Sheriff the reason for any absence from work.
- 21.6 An employee claiming sick leave when physically fit, except as permitted in this Article, will be subject to disciplinary action including, but not limited to, suspension, demotion, or discharge.
- 21.7 An employee, at his/her option, may cash in up to twenty (20) days of accrued sick leave each year, at a time designated by the Employer, for cash in accordance with the following:
 - A. Each two (2) days of sick leave shall equal one (1) day of pay.
 - B. The employee may roll the pay into a qualified deferred annuity plan, if available.
 - C. The employee cannot cash in sick days to reduce his/her sick leave bank below twenty-four (24) days.
 - D. Employees also have the option of trading in up to ten (10) days of sick leave for five (5) days of vacation. This vacation time will be added to your vacation bank. However, the maximum vacation accrual will remain at twenty-five (25) days at year end.
- 21.8 Injury on Duty. When an employee is injured in a job-connected accident, after five (5) days, the Workers Compensation is applied, the Employer shall pay the difference between Workers Compensation and the employee's regular rate of pay; this formula to be in effect for ninety (90) working days after which the employee shall draw the difference between Workers Compensation and the employee salary from his/her accumulated sick leave bank.

ARTICLE 22 SEVERANCE PAY

- 22.1 Regular employees who terminate employment with at least five (5) years of service or physical disability, shall receive as severance pay fifty percent (50%) of their accumulated, unused sick leave, computed at their than regular straight time hourly rate of pay. In the event of the employee's death, payment due the employee under this Article shall be paid to the employee's beneficiary or estate.
- 22.2 The maximum amount of severance pay shall be twelve thousand five hundred dollars (\$12,500.00).

ARTICLE 23 WAGES

23.1 Regular employees shall be paid in accordance with Appendix A. Correctional Officers will be placed at Grade 9 on the wage scale.

2022: Eliminate Step A from the 2021 Wage Table, and move eligible employees a step forward effective 01/01/2022. Steps re-numbered.

2023: 1.5% general wage increase effective January 1.
1.5% general wage increase effective July 1.

2024: 1.5% general wage increase effective January 1.
1.5% general wage increase effective July 1.

Step increases granted on applicable anniversary date of employment or promotion date if eligible.

23.2 Employees called for jury duty shall be paid the difference between their regular earnings and the amount received for such jury duty, excluding allowance for travel.

23.3 Employees required to work rotating shifts or special duties as determined by the Sheriff shall receive a payment of one hundred twenty-five dollars (\$125.00) per month for each full month of such shift or duties.

23.4 Field Training Officer (FTO) shall receive payment of three dollars (\$3.00) per hour in addition to regular wages. These payments will include time that certified trainers are actually instructing a class.


23.5 Step increases for eligible employees shall become effective on the employee's anniversary date or promotion date if eligible.

23.6 In the absence of the Jail Administrator, Assistant Jail Administrator and Sergeant (supervisory employee), the Employer may designate a Correctional Officer to be the Officer in Charge (OIC), and shall pay the OIC, \$1.00/ hours for each hour assigned to work in that capacity. The OIC must be supervising other Correctional Officers for a minimum of one (1) hour to be eligible for the additional compensation.


ARTICLE 24 DURATION


This Agreement shall continue in full force and effect January 1, 2022, until December 31, 2024, and from year to year thereafter unless either party hereto shall give notice sixty (60) days prior to the expiration day of a desire to terminate or amend this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be fully executed this 15th day of December, 2021.


Chair, Board of Commissioners


Business Agent – LELS (Local 367)


County Administrator


Union Steward

APPENDIX

Rice County - January 1, 2022 Wage Table

Grade	Evaluation Points		Range Steps								
	Point Minimum	Point Maximum	1	2	3	4	5	6	7	8	9
1	1	100	14.97	15.68	16.40	17.11	17.82	18.53	19.25	19.95	20.99
2	101	121	16.02	16.78	17.55	18.30	19.07	19.83	20.59	21.36	22.47
3	122	142	17.14	17.96	18.76	19.59	20.40	21.21	22.04	22.85	24.04
4	143	162	18.33	19.20	20.09	20.97	21.83	22.71	23.58	24.45	25.72
5	163	173	19.62	20.56	21.49	22.42	23.36	24.29	25.23	26.16	27.52
6	174	185	21.00	22.00	22.98	23.99	24.99	25.99	26.99	27.99	29.45
7	186	216	22.46	23.54	24.60	25.67	26.74	27.82	28.88	29.95	31.51
8	217	237	24.04	25.19	26.32	27.47	28.62	29.75	30.91	32.05	33.72
9	238	258	25.72	26.95	28.17	29.39	30.61	31.83	33.06	34.29	36.07
10	259	279	27.52	28.83	30.14	31.44	32.76	34.07	35.39	36.69	38.60
11	280	310	29.30	30.71	32.10	33.50	34.90	36.29	37.68	39.09	41.12
12	311	331	31.29	32.78	34.27	35.76	37.24	38.73	40.22	41.72	43.89
13	332	352	33.40	34.99	36.58	38.17	39.76	41.35	42.94	44.53	46.85
14	353	373	35.65	37.34	39.05	40.74	42.44	44.14	45.85	47.54	50.01
15	374	394	38.15	39.97	41.79	43.59	45.42	47.24	49.04	50.86	53.51
16	395	435	40.62	42.57	44.50	46.44	48.36	50.29	52.24	54.17	56.99
17	436	473	43.26	45.33	47.39	49.45	51.51	53.57	55.63	57.69	60.69
18	474	517	45.87	48.05	50.23	52.41	54.61	56.78	58.97	61.15	64.33
19	518	558	48.62	50.93	53.25	55.57	57.88	60.20	62.50	64.82	68.19
20	559	599	51.78	54.24	56.71	59.17	61.64	64.11	66.57	69.04	72.63
21	600	640	55.14	57.77	60.39	63.02	65.64	68.27	70.90	73.52	77.35
22	641	661	58.73	61.53	64.32	67.12	69.92	72.70	75.51	78.30	82.37
23	662	681	61.66	64.59	67.53	70.48	73.41	76.35	79.28	82.23	86.51
24	682	700	65.20	68.16	71.12	74.07	77.03	79.98	82.95	85.90	90.25
25	701	790	69.77	72.94	76.09	79.26	82.43	85.59	88.75	91.92	96.58

Rice County - January 1, 2023 Wage Table (1.5%)

Grade	Evaluation Points		Range Steps								
	Point Minimum	Point Maximum	1	2	3	4	5	6	7	8	9
1	1	100	15.19	15.92	16.65	17.37	18.09	18.81	19.54	20.25	21.30
2	101	121	16.26	17.03	17.81	18.57	19.36	20.13	20.90	21.68	22.81
3	122	142	17.40	18.23	19.04	19.88	20.71	21.53	22.37	23.19	24.40
4	143	162	18.60	19.49	20.39	21.28	22.16	23.05	23.93	24.82	26.11
5	163	173	19.91	20.87	21.81	22.76	23.71	24.65	25.61	26.55	27.93
6	174	185	21.32	22.33	23.32	24.35	25.36	26.38	27.39	28.41	29.89
7	186	216	22.80	23.89	24.97	26.06	27.14	28.24	29.31	30.40	31.98
8	217	237	24.40	25.57	26.71	27.88	29.05	30.20	31.37	32.53	34.22
9	238	258	26.11	27.35	28.59	29.83	31.07	32.31	33.56	34.80	36.62
10	259	279	27.93	29.26	30.59	31.91	33.25	34.58	35.92	37.24	39.18
11	280	310	29.74	31.17	32.58	34.00	35.42	36.83	38.25	39.68	41.74
12	311	331	31.76	33.27	34.78	36.30	37.80	39.31	40.82	42.35	44.55
13	332	352	33.90	35.51	37.13	38.74	40.36	41.97	43.58	45.20	47.55
14	353	373	36.18	37.90	39.64	41.35	43.08	44.80	46.54	48.25	50.76
15	374	394	38.72	40.57	42.42	44.24	46.10	47.95	49.78	51.62	54.31
16	395	435	41.23	43.21	45.17	47.14	49.09	51.04	53.02	54.98	57.84
17	436	473	43.91	46.01	48.10	50.19	52.28	54.37	56.46	58.56	61.60
18	474	517	46.56	48.77	50.98	53.20	55.43	57.63	59.85	62.07	65.30
19	518	558	49.35	51.69	54.05	56.40	58.75	61.10	63.44	65.79	69.22
20	559	599	52.56	55.05	57.56	60.06	62.56	65.07	67.57	70.08	73.72
21	600	640	55.97	58.64	61.30	63.97	66.62	69.29	71.96	74.62	78.51
22	641	661	59.61	62.45	65.28	68.13	70.97	73.79	76.64	79.47	83.61
23	662	681	62.58	65.56	68.54	71.54	74.51	77.50	80.47	83.46	87.81
24	682	700	66.18	69.18	72.19	75.18	78.19	81.18	84.19	87.19	91.60
25	701	790	70.82	74.03	77.23	80.45	83.67	86.87	90.08	93.30	98.02

Rice County - July 1, 2023 Wage Table (1.5%)

Grade	Evaluation Points		Range Steps								
	Point Minimum	Point Maximum	1	2	3	4	5	6	7	8	9
1	1	100	15.42	16.15	16.90	17.63	18.36	19.09	19.83	20.55	21.62
2	101	121	16.50	17.29	18.08	18.85	19.65	20.43	21.21	22.01	23.15
3	122	142	17.66	18.50	19.33	20.18	21.02	21.85	22.71	23.54	24.77
4	143	162	18.88	19.78	20.70	21.60	22.49	23.40	24.29	25.19	26.50
5	163	173	20.21	21.18	22.14	23.10	24.07	25.02	25.99	26.95	28.35
6	174	185	21.63	22.66	23.67	24.72	25.75	26.78	27.81	28.84	30.34
7	186	216	23.14	24.25	25.34	26.45	27.55	28.66	29.75	30.86	32.46
8	217	237	24.77	25.95	27.12	28.30	29.49	30.65	31.84	33.02	34.74
9	238	258	26.50	27.76	29.02	30.28	31.54	32.79	34.06	35.33	37.16
10	259	279	28.35	29.70	31.05	32.39	33.75	35.10	36.46	37.80	39.77
11	280	310	30.19	31.64	33.07	34.51	35.95	37.39	38.82	40.27	42.37
12	311	331	32.24	33.77	35.31	36.84	38.37	39.90	41.44	42.98	45.22
13	332	352	34.41	36.05	37.69	39.32	40.96	42.60	44.24	45.88	48.26
14	353	373	36.73	38.47	40.23	41.97	43.72	45.47	47.24	48.98	51.53
15	374	394	39.30	41.18	43.05	44.91	46.79	48.67	50.52	52.40	55.12
16	395	435	41.85	43.86	45.85	47.84	49.82	51.81	53.82	55.81	58.71
17	436	473	44.57	46.70	48.82	50.94	53.07	55.19	57.31	59.43	62.53
18	474	517	47.26	49.50	51.75	53.99	56.26	58.50	60.75	63.00	66.28
19	518	558	50.09	52.47	54.86	57.25	59.63	62.02	64.39	66.78	70.25
20	559	599	53.35	55.88	58.42	60.96	63.50	66.05	68.58	71.13	74.83
21	600	640	56.81	59.52	62.22	64.92	67.62	70.33	73.04	75.74	79.68
22	641	661	60.51	63.39	66.26	69.15	72.03	74.90	77.79	80.67	84.86
23	662	681	63.52	66.54	69.57	72.61	75.63	78.66	81.68	84.72	89.12
24	682	700	67.17	70.22	73.27	76.31	79.36	82.40	85.46	88.50	92.98
25	701	790	71.88	75.14	78.39	81.66	84.92	88.18	91.43	94.70	99.49

Rice County - January 1, 2024 Wage Table (1.5%)

Grade	Evaluation Points		Range Steps								
	Point Minimum	Point Maximum	1	2	3	4	5	6	7	8	9
1	1	100	15.65	16.40	17.15	17.89	18.63	19.38	20.13	20.86	21.95
2	101	121	16.75	17.55	18.35	19.14	19.94	20.74	21.53	22.34	23.50
3	122	142	17.92	18.78	19.62	20.48	21.33	22.18	23.05	23.89	25.14
4	143	162	19.17	20.08	21.01	21.93	22.83	23.75	24.66	25.57	26.90
5	163	173	20.52	21.50	22.47	23.44	24.43	25.40	26.38	27.35	28.78
6	174	185	21.96	23.00	24.03	25.09	26.13	27.18	28.22	29.27	30.79
7	186	216	23.49	24.62	25.72	26.84	27.96	29.09	30.20	31.32	32.95
8	217	237	25.14	26.34	27.52	28.72	29.93	31.11	32.32	33.51	35.26
9	238	258	26.89	28.18	29.46	30.73	32.01	33.28	34.57	35.86	37.72
10	259	279	28.78	30.15	31.52	32.88	34.26	35.63	37.01	38.37	40.36
11	280	310	30.64	32.11	33.57	35.03	36.49	37.95	39.40	40.88	43.00
12	311	331	32.72	34.28	35.84	37.39	38.94	40.50	42.06	43.63	45.90
13	332	352	34.93	36.59	38.25	39.91	41.58	43.24	44.90	46.56	48.99
14	353	373	37.28	39.05	40.83	42.60	44.38	46.16	47.94	49.71	52.30
15	374	394	39.89	41.80	43.70	45.58	47.49	49.40	51.28	53.18	55.95
16	395	435	42.48	44.51	46.53	48.56	50.57	52.59	54.63	56.64	59.59
17	436	473	45.24	47.40	49.55	51.71	53.86	56.02	58.17	60.33	63.46
18	474	517	47.97	50.24	52.52	54.80	57.10	59.37	61.66	63.94	67.27
19	518	558	50.84	53.26	55.68	58.11	60.52	62.95	65.35	67.78	71.31
20	559	599	54.15	56.72	59.30	61.87	64.46	67.04	69.61	72.19	75.95
21	600	640	57.66	60.41	63.15	65.90	68.64	71.39	74.14	76.88	80.88
22	641	661	61.41	64.34	67.26	70.19	73.11	76.02	78.96	81.88	86.14
23	662	681	64.48	67.54	70.61	73.70	76.76	79.84	82.90	85.99	90.46
24	682	700	68.18	71.27	74.37	77.45	80.55	83.63	86.74	89.82	94.37
25	701	790	72.96	76.27	79.57	82.88	86.20	89.50	92.80	96.12	100.99

Rice County - July 1, 2024 Wage Table (1.5%)

Grade	Evaluation Points		Range Steps								
	Point Minimum	Point Maximum	1	2	3	4	5	6	7	8	9
1	1	100	15.89	16.64	17.41	18.16	18.91	19.67	20.43	21.17	22.28
2	101	121	17.00	17.81	18.63	19.42	20.24	21.05	21.85	22.67	23.85
3	122	142	18.19	19.06	19.91	20.79	21.65	22.51	23.39	24.25	25.51
4	143	162	19.45	20.38	21.32	22.26	23.17	24.10	25.03	25.95	27.30
5	163	173	20.82	21.82	22.81	23.80	24.79	25.78	26.78	27.77	29.21
6	174	185	22.29	23.35	24.39	25.46	26.52	27.58	28.65	29.71	31.25
7	186	216	23.84	24.98	26.11	27.25	28.38	29.53	30.65	31.79	33.44
8	217	237	25.52	26.74	27.94	29.16	30.38	31.58	32.81	34.02	35.79
9	238	258	27.30	28.60	29.90	31.19	32.49	33.78	35.09	36.39	38.29
10	259	279	29.21	30.60	31.99	33.37	34.77	36.16	37.56	38.94	40.97
11	280	310	31.10	32.59	34.07	35.56	37.04	38.52	39.99	41.49	43.65
12	311	331	33.21	34.79	36.37	37.95	39.53	41.11	42.69	44.28	46.58
13	332	352	35.45	37.14	38.82	40.51	42.20	43.89	45.57	47.26	49.72
14	353	373	37.84	39.63	41.45	43.24	45.04	46.85	48.66	50.46	53.08
15	374	394	40.49	42.42	44.35	46.26	48.21	50.14	52.05	53.98	56.79
16	395	435	43.11	45.18	47.23	49.29	51.33	53.38	55.45	57.49	60.49
17	436	473	45.91	48.11	50.30	52.48	54.67	56.86	59.04	61.23	64.42
18	474	517	48.68	51.00	53.31	55.63	57.96	60.26	62.59	64.90	68.28
19	518	558	51.60	54.06	56.52	58.98	61.43	63.89	66.34	68.80	72.38
20	559	599	54.96	57.57	60.19	62.80	65.42	68.04	70.65	73.28	77.09
21	600	640	58.52	61.31	64.10	66.89	69.67	72.46	75.25	78.03	82.09
22	641	661	62.33	65.31	68.27	71.24	74.21	77.16	80.14	83.10	87.43
23	662	681	65.44	68.55	71.67	74.80	77.91	81.04	84.14	87.28	91.82
24	682	700	69.20	72.34	75.48	78.62	81.76	84.89	88.04	91.17	95.79
25	701	790	74.05	77.42	80.76	84.12	87.49	90.84	94.20	97.56	102.50

Additional MOU's

MEMORANDUM OF AGREEMENT

WHEREAS, under the collective bargaining agreements between Rice County (the County, its employees' exclusive representatives) of the LELS Correctional Officers ("Union"), the County defines maximum vacation carryover as twenty-five (25) days or two (200) hundred hours; and

WHEREAS, the maximum shall be applied only in the case of severance pay and on December 31st of each year; and

WHEREAS, additional vacation time accrued above the twenty-five (25) days or two (200) hundred hours will be forfeited; and

WHEREAS, due to the COVID-19 workload requirements, the County is interested in exploring two (2) separate options allowing employees who have vacation hours over twenty-five (25) days or two (200) hundred hours of extending the use of these vacation hours into the first quarter of 2022; and

NOW THEREFORE, it is hereby agreed as follows:

1. Bargaining unit members with vacation accruals over the maximum of twenty-five (25) days or two (200) hours may select one of two options; (1) a carryover of these vacation hours into the first quarter of 2022; OR a split of a these vacation hours with a 50% cash-in, paid out on the December 31, 2021 paycheck, plus the remaining 50% of accrued vacation hours to carryover to the first quarter of 2022.
2. Employees may not cash in and/or carryover vacation to reduce his/her vacation accrual below twenty-five (25) days or two (200) hundred hours.
3. The parties specifically agree that this Memorandum of Agreement shall sunset on March 31, 2022, and that employees shall revert to the language in the collective bargaining agreement. Nothing in this Agreement shall require either party to enter into negotiations regarding the maximum vacation carryover during the term of the collective bargaining agreement

FOR THE COUNTY OF RICE:

Jeff Dault
CHAIR, BOARD OF COMMISSIONERS

Sara Foster
COUNTY ADMINISTRATOR

12/14/21
DATE

FOR LELS, CORRECTIONAL OFFICERS

Jay Maher
BUSINESS MANAGER

11-29-2021
DATE

[Signature]
UNION STEWARD

[Signature]
UNION STEWARD