

**A G R E E M E N T**

**B e t w e e n**

**COUNTY OF LINCOLN**

and

THE AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFSCME, AFL-CIO  
MINNESOTA COUNCIL 65

**LOCAL UNION NO. 1687**

**COUNTY HIGHWAY DEPARTMENT**

January 1, 2018 ----- December 31, 2020

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**ARTICLE 1  
PURPOSE OF AGREEMENT**

This Agreement is entered into between Lincoln County, hereinafter called the Employer, and Local No. 1687, Council 65, AFSCME, hereinafter called the Union. The intent and purpose of this Agreement is to:

1. Establish certain hours, wages, and other conditions of employment;
2. Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application.
3. Specify the full and complete understanding of the parties; and
4. Place in written form the parties' agreement upon terms and conditions of employment for the duration of the Agreement.

**ARTICLE 2  
RECOGNITION**

The Employer recognizes the Union as the exclusive representative for all employees of the Lincoln County Highway Department, who are public employees within the meaning of MN Statutes 179.03, Subd. 14, excluding all supervisory and confidential employees.

**ARTICLE 3  
DEFINITIONS**

1. **UNION:** The American Federation of State, County and Municipal Employees, Local 1687, Council 65.
2. **EMPLOYER:** Lincoln County – directed by the Lincoln County Board of Commissioners.
3. **UNION MEMBER:** A member of the Local 1687, Council 65, AFSCME.
4. **FULL TIME EMPLOYEE:** An employee hired to work 2080 hours in a calendar year.
5. **PART TIME EMPLOYEE:** An employee hired to work less than 2080 hours in a calendar year and who is not a temporary employee of the County.
6. **PROBATIONARY EMPLOYEE:** Any employee who has not completed a probationary period.
7. **BASE PAY RATE:** The employee's hourly pay rate exclusive of longevity or any other special allowance.
8. **LAYOFF:** A reduction in the employee's scheduled hours of work or complete separation from service with the Employer necessitated by lack of work, lack of funds, or other reasons without reference to incompetence, misconduct, or behavioral consideration.
9. **CALL BACK:** A call back to duty during an employee's scheduled off duty time. An extension of or an early report to a scheduled shift is not a call back.

**ARTICLE 4  
UNION SECURITY**

Section A

In recognition of the Union as the exclusive representative, the Employer shall each pay period deduct Union dues from the pay of each employee who has signed an authorized payroll deduction card and shall remit such sums deducted to the treasurer of AFSCME Local #1687 or their designee, together with a list of the names of the employees from whose pay deductions were made Ref. To M.S. 179.65)

Section B

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article. (Ref. To M.S. 179.65)

Section C

The Union Steward, or an accredited representative of the Union, shall have full and free access to the premises of the Employer, without threat of discrimination, or loss of pay, to process grievances and to conduct such other Union business as is appropriate and necessary.

Section D.

In accordance with the provisions of M.S. 179.65, Subd. 2, any employee covered by this Agreement who is not a member of the Union may be required to contribute a fair share fee for services rendered by the Union, provided that said fair share fee shall not exceed his pro rata share of the specific expenses incurred by the Union for services rendered in representing said employee in collective bargaining and in grievance procedure administration. Upon written notice by the Union to the Employer of the name of the employee to whom this provision shall apply and of the amount of the fair share fee certified by the Union, the Employer shall deduct such fee from each payroll period of that employee and remit such deduction to the Union. Should any employee subject to this provision become a member of the Union, the Union shall notify the Employer to that effect immediately, and no further deductions shall be made under this provision. Any dispute as to the amount of such fair share fee shall be a matter for agreement between the Union and the affected employee.

Section E

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of the employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**ARTICLE 5  
EMPLOYER AUTHORITY**

Section A

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 utilizations 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. 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  
GRIEVANCE PROCEDURE**

Section A. 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.

Section B. Union Representatives.

The Employer will recognize Union Representatives designated by the Union as Stewards having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Stewards and of their successors when so designated.

Section C. Processing of a Grievance.

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities. The aggrieved employee and the Steward shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours, provided the employee and the Steward 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 programs of the Employer.

Section D. Procedure.

Grievances, as defined by Section A, shall be resolved in conformance with the following procedure:

**STEP I.** An employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) calendar days after such violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer designated representative will discuss and give the answer to such Step I grievance

within five (5) calendar days after receipt. A grievance not resolved in Step I and appealed to Step II 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, and the remedy requested, and shall be appealed to Step II within ten (10) calendar days after the Employer designated representative's final answer in Step I. Any grievance not appealed in writing to Step II by the Union within ten (10) calendar days shall be considered waived

STEP II. If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step II representative. The Employer designated representative shall give the Union the Employer's answer in writing within five (5) calendar days after receipt of such Step II grievance. A grievance not resolved in Step II may be appealed to Step III within ten (10) calendar days following the Employer designated representative's final answer in Step II. Any grievance not appealed in writing to Step III by the Union within ten (10) calendar days shall be considered waived.

1. Either party, the Employer or the Union, of said Agreement, may at their option, call in the Bureau of Mediation Services for grievance procedure purposes before said grievance is subject to arbitration.

STEP III. A grievance unresolved in Step II and appealed to Step III shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. 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.

#### Section E. Arbitrator's Authority:

1. 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.
2. 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 the 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.
3. 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 costs shall be shared equally.

#### Section F. Waiver of Grievance:

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 limit in each step may be extended by mutual agreement of the Employer and the Union.

#### Section G. Choice of Remedy.

If, as a result of the written Employer response in Step II, 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 III of Article VI or a procedure such as: Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step III of Article VI, the grievance is not subject to the arbitration procedure as provided in Step III of Article VI. The aggrieved employee shall indicate in writing, which procedure is to be utilized - Step III of Article VI or another appeal procedure - and shall sign a statement to that effect.

#### Section H. Employee Rights – Grievance Procedure

Any grievance filed pursuant to Performance Evaluations is not subject to arbitration.

**ARTICLE 7  
WORK SCHEDULES**

**Section A. Hours of Work.**

The sole authority in work schedules is the Employer. The normal hours of work shall be as follows:

1. **Maintenance Department** – For the months of October 1 – April 30\*, shall consist of five eight (8) hour days, Monday through Friday, comprising a forty (40) hour week. The workday in this period shall start at 7:30 a.m. and shall end at 4:00 p.m. For the months of May 1 – September 30\*, shall consist of four ten (10) hour days, Monday through Thursday, comprising a forty (40) hour week. The workday in this period shall start at 7:00 a.m. and shall end at 5:30 p.m.
2. **Engineering Department and Survey Crew** - For the months of October 1 – April 30\*, shall consist of five eight (8) hour days, Monday through Friday, comprising a forty (40) hour week. The workday in this period shall start at 7:30 a.m. and shall end at 4:00 p.m. For the months of May 1 – September 30\*, shall consist of four ten (10) hour days, Monday through Thursday, comprising a forty (40) hour week. The workday in this period shall start at 7:00 a.m. and shall end at 5:30 p.m.
3. **Bookkeeping Department** - For the months of October 1 – April 30\*, shall consist of five (5) eight (8) hour days, Monday through Friday, comprising a forty (40) hour week. The workday in this period shall start at 7:30 a.m. and shall end at 4:00 p.m. For the months of May 1 – September\*, shall consist of four nine (9) hour days, Monday through Thursday, and a four (4) hour Friday. The workday in this period shall start at 7:00 a.m. and shall end at 4:30, Monday – Thursday and shall start at 7:00 a.m. and shall end at 11:00 a.m. on Friday.
4. **Office/Field Aide** – For the months of October 1 – April 30\*, shall consist of five (5) eight (8) hour days, Monday through Friday, comprising a forty (40) hour week. The workday in this period shall start at 7:30 a.m. and shall end at 4:00 p.m. For the months of May 1 – September 30\*, shall consist of four nine (9) hour days, Monday through Thursday, and a four (4) hour Friday. The workday in this period shall start at 7:00 a.m. and shall end at 4:30, Monday – Thursday and shall start at 7:00 a.m. and shall end at 11:00 a.m. on Friday.

\* Actual dates adjusted to the nearest full work week.

\* Any extension of days before or after the first full work week of May and the first full work week of October, adjusted to full work weeks, requires approval of the County Board, County Engineer and Highway Union members.

**Section B.**

Changes in an employee's normal work schedule will be made by the Employer with as much advance notice to the employee as is practicable. In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet or breakdown of county equipment or facilities, no advance notice need be given.

It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours or ten (10) hours; however, each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent them from so working.

**Section C.**

Part Time Work employee's workweek and workday shall be schedule to meet the needs of the Employer. Seniority shall not apply when scheduling part-time employees.

**Section D.**

Any employee covered by this Agreement who is called back to work at any time outside their regularly scheduled hours and who reports to work shall be guaranteed a minimum of two (2) hours pay at one and one-half (1-1/2) times their regular hourly rate of pay. An early report to or an extension of a scheduled shift is not a call back.

**Section E.**

Employees covered by this Agreement shall be given two (2) fifteen (15) minute rest periods in each shift at times designated by the supervisor.

Section F.

All work performed on Saturdays and Sundays shall be paid for at one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay.

**ARTICLE 8  
OVERTIME**

Overtime shall be handled on the following basis:

1. All hours worked in excess the regularly scheduled day as defined in Article VII Section A, or forty (40) hours per week shall be paid for at one and one-half (1-1/2) times the employee's regular straight time rate of pay.
2. Overtime will be distributed as equally as practicable.
3. Overtime refused by employees will, for record purposes under Article 8.2, be considered as unpaid overtime worked.
4. All hours worked before the normal start time and after the normal ending time as defined in Article VII Section A, shall also be paid for at one and one half (1 ½) times the employee's regular straight time rate of pay. Upon mutual agreement between the Union and the Employer, the Employer may change to an earlier starting time and the Union shall waive its rights to this section for half (1/2) time pay for early starts.
5. No employee will be required to take time off during his/her normal work schedule to avoid payment of overtime.
6. All overtime must be approved by the Department Head or his/her designee, in advance, when possible.
7. Employees shall have the choice of earning overtime as stated above or comp-time earned at time and one-half. The maximum accrual of comp-time is fifty (50) hours. This time shall be used at the employee's discretion but as approved in the same manner outlined in Article XIII Section D. It may be carried over from year to year and will be paid out upon termination of employment if a balance remains.
8. All holidays and paid leave time shall be considered time worked for the purpose of computing overtime.

**ARTICLE 9  
SENIORITY**

Section A. Probationary Period

Seniority will be maintained on the basis of length of service with the employer, with the Department. New employees hired shall be considered as probationary employees for the first year of their employment. When an employee finishes the probationary period, they shall be entered on the seniority list of the County and shall rank in seniority from one year prior to the date they completes their probation.

Section B. Seniority Lists

The Employer will keep seniority lists up to date and will provide the Union with an up to date copy when requested.

Section C. Breaks in Continuous Service

An employee shall lose seniority for the following reasons only:

1. Employee resigns.
2. Employee is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
3. Employee is absent for two (2) consecutive working days without notifying their Employer. In proper cases, exceptions will be made. After such absence, the Employer will send written notification to the employee at their last known address that they have lost their seniority and their employment terminated. If the disposition of any such case is not satisfactory, the matter may be referred to the Grievance Procedure.

4. If employee does not return to work when recalled from layoff, as set forth in the recall section below. In proper cases, exceptions shall be made.

#### Section D. Layoffs

In the event of a layoff event, employees will be laid off by least seniority, after probationary and temporary employees. Laid off employees with the most seniority are recalled first so long as they provide proof of education and/or experience to learn, perform, and complete specific job requirements, duties, and obligations within the job classification. Employees displaced by the elimination of positions shall be permitted to exercise their seniority rights to transfer to any other position within the Highway Union, provided they meet the previously specified education/experience requirements. Employees will retain recall rights for twelve (12) months after layoff provided they meet the education and/or experience qualifications for the position. Recalled employees will be granted a thirty (30) day trial period to determine his/her ability to perform in the position.

Laid-off employees shall continue to accrue seniority for twelve (12) months after layoff. If an employee is recalled pursuant to the provisions of this contract, the employee shall return to the same salary, vacation accrual rate, and sick leave benefits he/she had at the time of the layoff.

### ARTICLE 10 PROMOTIONS/TRANSFERS

#### Section A. Promotions

Whenever a job opening announced by the department head occurs, notice for such opening describing the position shall be posted by the County Auditor on all County union bulletin boards for 12 calendar days. During this period, the employer may advertise the position external of the unions.

All employees of the employer who desire to apply for the open position – including employees on layoff status – may do so. The application shall be in writing and it shall be submitted to the Employer. All employees applying from within the bargaining unit and meeting the qualifications, education, years of experience, and/or pertinent trainings as described in job description, shall be interviewed first for the position. All external bargaining unit employees applying shall be considered if no internal bargaining unit employee applies. External candidates not being in membership with Lincoln bargaining units shall be considered after the previous employees have been determined not qualified.

#### Section B.

A promoted employee shall be granted a thirty (30) day trial period to determine:

- a) His/Her ability to perform the job;
- b) His/Her desire to remain on the job.

If, during the trial period, the employee is not able to satisfactorily carry out the duties of the position to which he/she has been promoted, the Employer may return him/her to his/her previous position. Notice and reasons for such a return will be submitted to the employee in writing. Also during the trial period, an employee shall have the opportunity to return to a classification and wage no lower than his/her classification and wage prior to promotion.

From the first day of work in the new position, employees shall be paid the rate of pay designated in the wage appendix, for the new position, for the year of said promotion, and shall be given the same credit for the years of service for the new position that the employee had for the old position. The employee's anniversary date shall be the same the employee had in the old position.

#### Section C.

External County bargaining unit employees hired into a new position within the unit shall not retain their previous wage rate if greater than the current wage step assigned to their new job classification. (Example – If employee is on step 5 of the current position at \$25 per hour and the new position at step 5 is \$14 per hour, they would now receive \$14 per hour.)

**ARTICLE 11  
PROBATIONARY PERIODS**

Section A.

All newly hired or rehired employees will serve a one (1) year probationary period.

Section B.

At any time during the probationary period, a newly hired or rehired employee may be terminated at the sole discretion of the Employer.

**ARTICLE 12  
DISCIPLINE AND DISCHARGE**

Employees will be disciplined for just cause only. Discipline will generally be progressive; however, based on the severity of the offense, employees may be disciplined in one of the following forms:

1. Oral reprimand
2. Written reprimand
3. Suspension without pay
4. Demotion
5. Discharge

Just cause for discharge shall include, but is not limited to, 3 consecutive Performance Evaluations and 2 consecutive Reevaluations wherein the employee did not maintain a Performance Evaluation having an overall satisfactory rating as required in the Wage Appendix.

**ARTICLE 13  
VACATIONS**

Section A. Eligibility and Allowance

Employees shall be granted paid vacation upon the following service requirements:

<u>Length of Completed Service</u>	<u>Hours Per Month</u>
Less than 1 year	8
1 year but less than 5 years	10
5 years but less than 10 years	12
10 years but less than 15 years	14
15 years but less than 20	16

Each employee shall be allowed to carry over a maximum of 192 hours (24 days) vacation from year to year.

Section B. Probationary Employees

Probationary employees shall be able to use accumulated, accrued vacation in their first 6 months of employment. However if they are terminated while on probation the amount of vacation pay used, in their first six months of employment, shall be deducted from their final paycheck

Section C. Vacation Pay

The rate of vacation pay shall be the employee's regular job straight time rate of pay in effect for the employee's regular job on the date immediately preceding the employee's vacation period.

Section D. Choice of Vacation Period

Employee shall make application, in writing, well in advance of the period requested as vacation time. Upon receipt of application, the Highway Engineer (or his/her designee) shall approve the request provided it will not seriously affect the services of the Department. Seniority shall be considered in cases of conflict of requests

Section E. Limits

So that a vacation or leave of absence shall not seriously affect the services of the Department, no more than three

(3) employees in the maintenance section shall be on vacation or leave of absence at the same time. The Engineer (or his/her designee) may allow additional simultaneous absences should he/she so decide.

Section F. Vacation Rights in Case of Layoff or Separation

Any employee, who is laid off, discharged, retired or separated from the service of the Employer for any reason prior to taking his vacation shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation. Upon death, all vacation leave accumulated by an employee shall be paid to that person's estate, heir or beneficiary.

**ARTICLE 14  
LEAVES OF ABSENCE**

Section A Sick Leave.

1. Sick leave with pay shall be earned by each regular employee at the rate of 12 hours for each full month of service. Probationary Employees may use accrued sick leave during the probationary period (1 year) however, if an employee's service to the County is severed prior to the completion of the probationary period, any sick leave used shall be deducted from that employee's final paycheck.
2. Unused sick leave to an employee's credit may be accumulated from year to year to a total of 1400 hours (175 days). Employees who have accumulated 1400 hours of sick leave shall not accrue any more sick leave until they are below the maximum of 1400 hours.
3. Employees may use their accrued sick leave benefits at their discretion in the event of any of the following:
  - a) Illness or injury to the employee or the employee's immediate family (as defined in MN Statute 181.9413) necessitating his/her absence from the job;
  - b) Acute medical or dental needs of the employee or the employee's immediate family (as defined in MN Statute 181.9413). For purposes of this provision, "immediate family" is construed to mean employee's spouse, mother, father, spouse's mother, spouse's father, brother, sister, son, daughter, grandparent, grandchild, domestic partner, or member of the immediate household.
  - c) Medical or dental care for employee, which cannot be obtained outside of employee's normal working hours.
  - d) In the event the employee utilizes daycare for the employee's dependents, and the daycare is closed due to illness, the employee shall be allowed to use sick leave to take care of the employee's dependents.
4. When an employee is unable to report for work due to illness or injury, or because of death in the family as defined above, he/she shall report the situation, or cause it to be reported, to his/her immediate supervisor, or to the County Highway Office, at the earliest possible moment.
5. The County Highway Engineer may, at any time, require evidence as to extent of any injury or the condition of an employee during illness. A signed statement from employee's physician shall constitute adequate evidence for purposes of this Section.
6. If an employee receives a job-related injury or illness and is eligible for Worker's Compensation benefits, the Employer agrees to pay said employee an amount equal to the difference between the amount received from Worker's Compensation and the employee's regular wage, not to exceed the base wage rate of the employee. The difference will be charged to the employee's accumulated paid leave time, provided the employee chooses to receive his/her full salary. An employee shall continue to accrue seniority, vacation, and sick leave benefits and retain health insurance benefits for the duration of the Worker's Compensation related absence, and is guaranteed the right to return to his/her job when recovered from the work related injury or illness.
7. Upon qualified retirement from employment with Lincoln County, employees shall receive severance pay in the amount of 25% of the employee's accrued, unused sick leave times the employee's base rate of pay on the effective date of retirement, to a maximum of \$3,700.00.
8. Upon a payout eligible for a vacation and or sick leave payout as described in this contract, the employer and the union will execute a Memorandum of Understanding, confirming the payout option elected by the bargaining unit.

Note: the "Employer makes no representation regarding the tax treatment of the cash deferred into the next tax year option and recommends employees consult with a tax accountant regarding this payout option.

**Section B. Other Leaves**

1. Personal Leave: Employees shall be allowed one personal leave day annually. Such personal leave day, if used, shall be deducted from the employee's accrued and unused sick leave. The personal leave day is non-cumulative and shall not be carried forward to the following year if not used. A personal leave day may be used in one-half (1/2) day increments.
2. Leave of absence for a reasonable period of time, not to exceed one (1) year, will be granted for any illness (sickness or mental).
3. Funeral Leave: In the event of a death in the immediate family of an employee, the employee shall be granted three (3) days leave of absence with full pay to make household adjustments, arrange for funeral services, or to attend funeral services. For purposes of this subsection, the immediate family shall mean the employee's spouse, domestic partner, child, stepchild, mother, stepmother, father, stepfather, sister, stepsister, brother, stepbrother, mother-in-law, father-in-law, guardian or ward, grandchildren, and grandparents of both the employee and employee's spouse. However, should conditions warrant, the employee shall be granted sufficient additional leave. Leave shall be granted by Department Head in writing.
4. Other Funeral Leave: At the employee's request, he/she shall be granted one day's leave with pay to attend the funeral of an aunt, uncle, niece, nephew, or first cousin, or one-half (1/2) day leave to attend the funeral of a friend or co-worker. However, should conditions warrant, the employee shall be granted sufficient additional leave to be used in the form of sick leave, leave shall be granted by Department Head in writing.
5. Jury Duty: Employees shall be granted a leave of absence with pay any time they are required to report to jury duty or jury service. The Employer shall pay the difference between the compensation received by the employee and his/her regular pay.
6. Voting Time: Employees shall be granted sufficient time off with pay to vote on any election day.
7. Civil Duty: When in obedience to subpoena or other direction by proper authority, an employee is required to appear before a court or other public body on any matter, except where they are personally involved (as a plaintiff or defendant), the employee shall be granted a leave of absence with full pay for the period necessary to fulfill their civic responsibilities.
8. Union Leave: An employee serving in an elected or appointed office of the Union shall be granted reasonable leave for Union activities and leaves of absence for Union activities with full accruals and applicable payments for such time.
9. Family Medical Leave Act: (FMLA) or Parenting Leave as per Federal and State of Minnesota Laws.
10. Military/National Guard Leave: as per Federal and State of Minnesota Laws.

**ARTICLE 15  
HOLIDAYS**

**Section A. Holidays Recognized and Observed**

The following days shall be recognized and observed as paid holidays:

New Year's Day	Memorial Day	Veterans Day
Martin Luther King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Friday after Thanksgiving
Good Friday	Columbus Day	Christmas Day

In addition, to the foregoing days, the last four (4) hours of the work shift prior to Christmas and New Year's shall be observed as a holiday, except when those days fall on a Saturday, Sunday or Monday.

- 1) When New Year's Day, Independence Day, Veterans Day or Christmas Day fall on Sunday, the following Monday shall be observed as the holiday.
- 2) When New Year's Day, Veterans Day or Christmas Day fall on a Saturday, the preceding Friday shall be observed as the holiday. When Independence Day falls on a Friday or Saturday, the preceding Thursday shall be observed as the holiday.
- 3) When a paid holiday under Article 13, Section A, falls on an employee's vacation period, he shall receive an additional day of paid vacation.

**Section B. Eligibility Requirements**

All full-time employees who are compensated for the first scheduled workday previous to and the first scheduled workday following a holiday shall be eligible for holiday pay.

Part-time employees shall receive holiday pay for each holiday that falls on a day they are normally scheduled to work.

**Section C. Work on a Holiday**

With the exception of Christmas Day (December 25th), all work performed on a paid holiday listed above in Section A shall be paid for at one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay, in addition to the holiday pay. When December 25th falls on a Saturday or Sunday, all work performed shall be paid at two (2) times the employee's regular straight time hourly rate of pay. When December 25th falls during the week (Monday through Friday), all work performed shall be paid at two (2) times the employee's regular straight time hourly rate of pay, in addition to the holiday pay.

**ARTICLE 16  
LONGEVITY**

Effective January 1, 2005, employees shall receive longevity increases thereafter on the following basis:

Upon completion of 5 years of service, \$.10 per hour  
Upon completion of 10 years of service, \$.15 per hour  
Upon completion of 15 years of service, \$.20 per hour  
Upon completion of 20 years of service, \$.25 per hour  
\$.01 per hour per year for each year after 20 years.

Longevity is based on employee anniversary dates. Any increase in longevity shall be effective as of that date.

Permanent part-time employees shall receive longevity based on their years of service. Years of service shall be calculated by totaling an employee's actual number of hours worked and dividing by 2,080 hours.

**ARTICLE 17  
INSURANCE BENEFITS**

**Section A.**

The Employer shall pay the premium for coverage of regular employees under the hospital-medical and dental plans provided by the carrier of the Employer's choosing, for County employees subject to this Agreement. Part-time employees shall be eligible for this benefit on a pro rata basis. Temporary employees shall not be covered by the County Insurance Plan.

**Section B.**

Employees may authorize payroll deductions to cover the difference in premium where they wish to cover their dependents under the insurance plan provided in (A) above.

### Section C

Insurance-Employer contribution for insurance premiums during this 3 year contract for all County health insurance plans will be based on:

- o \$737.50 for single coverage, \$1467.00 for single +1, and \$2158.50 for family costs provided by Hanratty & Associates (See Appendix)
- o Costs to employees for single plus one and family coverage will be determined according to employee option for Plan B, Plan C or Plan D based on the \$737.50 Hanratty & Associates determination.
- o Employer contributions for offered insurance plans during this contract will not exceed: \$850 for individual, \$1250 for single +1, and \$1650 for family.
- o Employer contribution for single +1 and family coverage will be based on current calculations using 65%/35% ratios and formulas.
- o Employer agrees that any increase in premium cost above the figures provided (See Insurance Appendix) will be absorbed by the County during the length of this contract.
- o Employer and employees agree that these figures shall be negotiable upon the expiration of this contract
- o When both spouses in one family are employed by the employer. The employer shall provide coverage for one single and one family policy.

## **ARTICLE 18 GENERAL PROVISIONS**

### Section A. Savings Clause

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified article, section or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof to comply with such decision.

### Section B. Use of Personal Auto

When required to utilize his/her own private automobile for employer business, each employee shall be reimbursed for mileage at the current rate paid by the County upon submitting the proper voucher thereof and approved therein by the Employer.

### Section C. Reimbursable Expenditures

Employees will be reimbursed for authorized expenses at rates determined by the Employer.

### Section D. Snow Days

In the event an employee cannot report for work because of inclement weather conditions, such employee shall be required to use a vacation day, personal day, or to take the time off without pay.

### Section E. Labor Management Meetings

A Labor Management Committee consisting of one County Board members, the County Highway Engineer, and two employees selected by the Union will meet during the last week of January, April, July and October in each calendar year for the purpose of discussing, exploring, and considering matters of mutual concern to both parties.

### Section F. Clothing

Personal Property – The County guarantees that personal property which an employee provides in order to perform assigned duties, required by the County will be replaced if the item was damaged while conducting such duties and the Maintenance Superintendent verifies the items were destroyed. Items to be reimbursed are limited to coats, boots, gloves, and jeans/pants/coveralls. Maximum 1 pair per contract year. Maximum \$150.00 per year, reimbursed through payroll.

Employees may obtain work uniforms through a county designated vendor (currently using G & K Services). Employees will line up the items wanted with G & K and abide by all of G & K rules in regards to cleaning and repairs. The County will pay all monthly charges per employee and track for the year. At the end of November of each year, the Employee shall pay the county for the years expenses through November 30, and then be reimbursed and taxed through payroll. (Definition of year: December 1 to November 30) Maximum reimbursement is \$250.00/year.

Reimbursement request and check must be made by the employee by November 30 of each contract year. The cleaning service is subject to sales tax.

## **ARTICLE 19 WAIVER**

### Section A.

The Employer and the Union acknowledge that during the meeting and negotiating which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this Agreement.

### Section B.

Therefore, the Employer and the Union, for the duration of this Agreement, agree that the other party shall not be obligated to meet and negotiate over any term or condition of employment whether specifically covered or not specifically covered by this Agreement.

### Section C.

Any and all prior agreements, resolutions, practices, policies, and rules or regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this Agreement, are hereby superseded.

## **ARTICLE 20 TEMPORARY AND SEASONAL EMPLOYEES**

### Section A.

It is the intention of this Article to establish the terms and conditions of employment for employees who hold positions of a basically temporary or seasonal character and who are public employees within the meaning of Minnesota Statutes 179A.03, Section 14. Said employees shall be classified as Highway Field Workers

### Section B.

While on the payroll of the Employer, Highway Field Workers shall have all the rights, privileges, obligations and responsibilities stated in all of the Articles of this Labor Agreement except Articles XI, XII (Sections B and C), XIV, XV, and XIX.

In lieu of funeral leave which is granted to regular full-time employees (Article XII, Section C), Highway Field Workers will be allowed to use their accrued sick leave for funeral leave.

Under Article XIII, holiday pay shall be given for each holiday that falls on a day they are normally scheduled to work.

The hourly wage rate for Highway Field Workers shall not be higher than the lowest paid full time Union position.

### Section C.

Highway Field Workers will be paid the applicable rate from their first day of hire. In the event the Employer hires an employee with the intention of releasing him/her prior to the completion of 67 work days, but due to unforeseen circumstances, the employee works in excess of 67 work days, he/she will be paid in accordance with the terms of Section B of this Article retroactive to his/her first date of hire.

Section U

The purpose for establishment of the Highway Field Worker classification is to allow the Employer to complete annual seasonal workload of construction and maintenance related activities, which exceed 67 working days. The period of employment for Highway Field Workers shall not exceed 131 workdays per calendar year. Highway Field Workers shall be subject to an annual layoff at the discretion of the Employer as seasonal needs may dictate. When the Employer determines that such layoffs are to be made, seniority shall be the determining factor for the order in which employees are laid off. The least senior Highway Field Worker (based on total number of days employed by Lincoln County) shall be laid off first, and so forth, until the most senior Highway Field Worker is the last laid off. Recall shall be by inverse order of layoff.

**ARTICLE 21  
DURATION OF AGREEMENT**

THIS AGREEMENT shall be effective as of the First Day of January 2018 and shall remain in full force and effect until the 31st Day of December 2020 and thereafter until a new agreement is reached.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT.



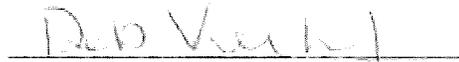
Lincoln County Chairman

Date 3-20-2018



Local No. 1687 President

Date 3-23-18



Lincoln County Auditor

Date 3-23-18



AFSCME Council 65 Representative

Date 3-20-2018

## WAGE APPENDIX

### Section A.

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Wage Appendix A. The attached wage schedule shall be considered a part of this Agreement.

### Section B.

Probationary employees' salaries shall be adjusted upon the completion of six (6) months from the date of hire.

### Section C.

After the adjustment of employees' salaries upon the completion of the probationary period, all salary adjustments in accordance with Appendix A shall be contingent upon the Lincoln County Employee Performance Evaluation as follows:

1. All salary adjustments shall be done on the anniversary dates of the employees' date of hire.
2. On the first annual anniversary date for an employee who has completed his probationary period six months prior to said anniversary date, the employee shall have a Performance Evaluation with an overall average rating of 1.5 to receive an adjustment in wages pursuant to Wage Appendix. Thereafter, the employee shall have a Performance Evaluation with an overall average rating of 2.0 to receive an adjustment in wages pursuant to Wage Appendix A.
3. Any employee, other than described in paragraph 2 of Section C. herein, shall have a Performance Evaluation with an overall average rating 2.0 to receive an adjustment in wages pursuant to Wage Appendix A.
4. In the event an employee does not obtain the overall average rating as defined in paragraphs 2 or 3, herein, said employee shall be reevaluated again within 90 days of the evaluation which prevented a wage adjustment not to be granted. After the reevaluation if the employee obtains an overall average rating as required in paragraphs 2 or 3, herein, said employee shall receive the wage adjustment as defined in Wage Appendix retroactive to the anniversary date when the employee did not receive a wage adjustment and caused the reevaluation being completed within 90 days. The Employee may grieve the evaluation and reevaluation once the reevaluation has been completed, said grievance pursuant to Article VI, herein, except that said grievance procedure is not subject to arbitration.
5. After the employee has obtained an evaluation and reevaluation pursuant to paragraph 4, herein, which was not subject to arbitration, and in the event the employee does not obtain the overall average rating of 2.0 for the following year said employee shall be reevaluated again within 90 days of the evaluation which prevented a wage adjustment not being granted. After the reevaluation if the employee obtains an overall average rating of 2.0 said employee shall receive the wage adjustment as defined in Wage Appendix retroactive to the anniversary date when the employee did not receive a wage adjustment and caused a reevaluation being completed in 90 days which was grievable pursuant to paragraph 4, herein. The employee may grieve the evaluation and reevaluation once the reevaluation has been completed pursuant to this paragraph, said grievance pursuant to Article VI, herein, and said grievance is subject to arbitration.
6. In the event the employee grieves the evaluation and reevaluation as allowed in paragraph 5, herein, and pursuant to the grievance procedure as described in Article VI, herein it is determined that the Performance Evaluation rating completed by the employer is not justified, then the employee shall be entitled to a wage adjustment as defined in Wage Appendix A, retroactive to the anniversary date when the employee did not receive a wage adjustment and caused a reevaluation being completed within 90 days all pursuant to paragraph 4, herein
7. In the event the employee has a total of 3 consecutive evaluations and 2 consecutive reevaluations wherein the employee did not maintain a Performance Evaluation having an overall average rating as required in paragraphs 2 or 3, herein, which qualify for a wage adjustment pursuant to Wage Appendix A, said Performance Evaluations and Reevaluations shall constitute just cause to discharge the employee pursuant to Article XII, herein.

### Section D.

1. In the event an employee receives a rating of "Below Normal Expectations" a plan shall be clearly outlined in the evaluation by the supervisor/employee to assist in updating skills and performance in this area.
2. In the event an employee receives a rating of "Deficient" a written plan of goals and a specific time frame must be included with the use of said rating.
3. In the event an employee receives an overall average rating less than 1.5 on his/her first annual anniversary date or an overall average rating less than 2.0 thereafter the supervisor shall include a specific time frame not to exceed 90

days on any evaluation and not to exceed 270 days on any reevaluation concerning a plan to assist in updating skills and performance as set out in paragraph 1, herein, or concerning a written plan of goals as set out in paragraph 2, herein.

Section E.

The Lincoln County Employee Performance Evaluation referred to in this Article is attached hereto and marked Performance Evaluation Appendix.

Section F.

Part-time employees' wages and benefits shall be pro rata.

Tentative Agreement

between

AFSCME Council 65, Courthouse Employees, County Highway Department, and County Sheriff's  
Department

and

County of Lincoln

Extend the current labor agreements through December 31, 2021 as amended below.

Term: 1 year (January 1, 2021 – December 31, 2021)

Wages: \$0.65 across the board wage increase

MOU's: Carry forward all current memorandums through December 31, 2021

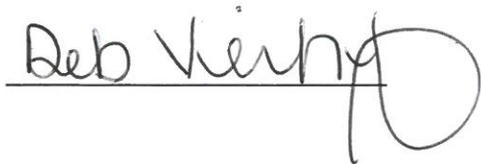
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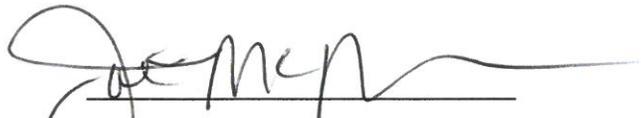
Dates: January 1, 2021 through December 31, 2021

Current contract language not modified by this agreement will remain status quo through  
December 31, 2021.

For the County

For AFSCME Council 65


Highway Department Local President



Courthouse Local President



Sheriff's Department Local President