AGREEMENT

Between

COUNTY OF LINCOLN

And

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

LOCAL UNION NO. 1687

COURTHOUSE EMPLOYEES

January 1, 2022 ------ December 31, 2024

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WAGE APPENDIX

APPENDIX "A" WAGE SCHEDULES

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 Courthouse, who are public employees within the meaning of the MN Statutes 179.03 Subdivision 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 1820 (7 hour work days) or 2080 hours (8 hour work days) in a calendar year.
5. PART TIME EMPLOYEE: An employee hired to work less than 1820 hours (7 hour days) or 2080 hours (8 hour days) in a calendar year and who is not a temporary employee.
6. PROBATIONARY EMPLOYEE: Any full or part-time employee covered by this Agreement 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 claim, suit, order or judgment 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. (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.

All employees who are in the employ of the Employer and covered by this Agreement and who are not members of the Union may be required by the Union to contribute a fair share fee for services rendered by the Union; and the Employer, upon notification by the Union of such employees, shall be obligated to check off said fee from the earnings of the employee and transmit same to the Union. In no instance shall the required contribution exceed a pro rata share of the special expenses incurred for services rendered by the Union in relationship to negotiations and administration of grievance procedures. In no instance shall the "fair share fee" exceed the regular monthly dues.

Section E. Payroll Deductions

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 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.

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.

Section B.

Nothing in this Agreement shall be interpreted to prohibit or limit the right of the Employer to subcontract work done by the members of the bargaining unit.

Section C.
The Board of Commissioners has the right to establish rules and regulations.

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 formal 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, 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 the 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 or 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 for work schedules is the Employer. The normal hours of work are 8:30 A.M. to 4:30 P.M. Flexible work schedules are permissible at the discretion of the employer, via the department head.

The normal work year for full-time employees shall consist of 1820/2080 hours.

Section B. Work Week

1. For employees of the Courthouse the work week shall consist of five (5) consecutive seven (7) hour days, Monday through Friday.

2. For the Environmental Technician, and the Maintenance/Custodian, the work week shall consist of 35/40 hours per week.

3. For the Deputy Assessor/Appraiser and Maintenance/Custodial Department the work week shall vary according to the needs of the department.

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; however, each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent him from so working.

Section C. Rest Periods.

All employee's work schedules shall provide for a fifteen (15) minute paid rest period during each one-half shift (1/2) shift.

Section D. Meal Periods.

An employee shall be granted an unpaid lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of the shift.

Section E. Call Back

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

Section F. Overtime

No employee will be required to take time off during his/her normal work schedule to avoid payment of overtime.

ARTICLE 8
OVERTIME

Section A. Rate of Pay

Time and one-half (1-1/2) the employee's regular rate of pay, or compensatory time off at the rate of one and one-half (1-1/2) hours off for each hour worked, at the option of the employee, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

1. All work performed in excess of thirty-five 35/40 hours in any work week, except Environmental Technician, and Custodian

2. All work performed on Saturday, does not apply to Custodian or Park Employees.

3. The Deputy Assessor/Appraiser shall not be allowed overtime unless Section A (1) applies.

4. Compensatory time must be used within sixty (60) days from the date on which it was earned. Any compensatory time not used within this time limit shall be converted to cash and paid in the following payroll period.

Section B. Work at Employee's Option

Employees have the obligation to work overtime when requested unless unusual circumstances prevent the employee from working.

Section C. Holiday and Paid Leave Time for Computing Overtime.

All holidays and paid leave time shall be considered time worked for the purpose of computing overtime.

Section D. Sunday Work

Two (2) times an employee's regular hourly rate of pay or compensatory time off at the rate of two (2) hours off for each hour worked, at the option of the employee, shall be paid for all work on Sunday except Park employees. Park employees shall obtain one and one-half (1-1/2) times the employee's regular hourly rate of pay or compensatory time off at the rate of one and one-half (1-1/2) hours off for each hour worked, at the option of the employee, if Section A (1) or Section A (2) of this Article apply.

Section E. Authorization.

All overtime must be authorized by the Department Head.

ARTICLE 9
SENIORITY

Seniority means an employee's length of continuous service with the Employer since his/her last date of hire. Seniority will be maintained on the basis of length of service with the employer, with the Department, and by job classification.

Section A. Probationary Period.

A new employee shall be added to the seniority list upon successful completion of one (1) year of service.

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:

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 his/her Employer. In proper cases, exceptions will be made. After such absence, the Employer will send written notification to the employee at his last known address that he/she has lost his/her seniority and his/her 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. Lay offs

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 Courthouse 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 twelve (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.

During the thirty (30) day trial period, the employee shall have the opportunity to revert to his/her previous position. If the employee is unsatisfactory in the new position (in the opinion of the Employer), notice and reasons will be submitted to him/her in writing by the Employer with a copy to the Union.

Section B. Vacancies

The Employer shall determine when a position is vacant and when it will be filled.

Section C. Transfers

When an employee in one classification is transferred or promoted to a position in another classification and his/her current rate of pay is less than the minimum rate for the new position, it shall be increased to the next step. When his/her current rate of pay is at the same level as a step in the salary range for the new position, it shall be raised 1 step in the case of a transfer. In case of promotion, the employee shall receive a minimum one-step adjustment.

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 discretions of the Employer.

ARTICLE 12
DISCIPLINE AND DISCHARGE

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

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

Section A

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:

Length of Completed Service	Hours Per Month	Days Per Month
Less than 1 year	7/8	(1 day)
1 year but less than 5 years	8.75/10	(1¼ days)
5 years but less than 10 years	10.5/12	(1½ days)
10 years but less than 15 years	12.25/14	(1¾ days)
15 years but less than 20 years	14/16	(2 days)

Each employee shall be allowed to carry over a maximum of 168/192 hours (24 days) vacation from year to year. Vacation hours based on 1,820 hours or 2,080 hours of yearly employment, whichever is appropriate.

Permanent part-time employees shall receive vacation 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 1,820 hours, or 2,080 hours, whichever is appropriate.

Section B. Probationary Employees.

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

Vacations may be granted at the time requested by the employee with the approval of the Department Head. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period.

Section E. 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 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
LEAVE of ABSENCE

Section A. Sick Leave

1. Sick leave with pay shall be earned by each regular employee at the rate of 10.5/12 (1-1/2 days) for each full month of service. However, if an employee's service to the County is severed prior to the completion of the probationary period (1 year) any sick leave used shall be deducted from the employee's final paycheck.

2. Unused sick leave to an employee's credit may be accumulated from year to year to a total of 1225 hours for 1820 work hour employees and 1400 hours for 2080 hour employees (175 days). Employees who have accumulated 1225/1400 hours (175 days) of sick leave shall not accrue any more sick leave until they are below the maximum of 1225/1400 hours (175 days).

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 in Article XIV Section B 3 and/or 4, he/she shall report the situation, or cause it to be reported, to his/her immediate supervisor or the Auditor's Office, at the earliest possible moment.

5. The Immediate Supervisor may, at any time, require evidence as to the extent of any injury or the condition of an employee during illness.

6. A signed statement from the employee's physician shall constitute adequate evidence for purposes of this section.

7. 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, until such time as accumulated paid leave time is exhausted, 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.

8. 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.

9. Upon 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 Day: Employees shall be allowed one (1) 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, may be granted for any illness.

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.

4. Other Funeral Leave. At the employee's request, he/she shall be granted one (1) day 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, and/or co-worker. Employees may be granted sick time for another one half (1/2) day leave for attendance for a co-workers funeral.

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

Section C. Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for a leave of absence shall be furnished to the employee by his/her immediate supervisor and it shall be in writing. .Leave of absence for a reasonable period of time, not to exceed one (1) year, will be granted for any illness (sickness or mental).

Any request for a leave of absence shall be answered promptly; requests for immediate leaves (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted.

A request for short leave of absence, a leave not exceeding one (1) month shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.

In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested.

Section D. Unpaid Leaves

Reasonable Purposes: Leaves of absence for a limited period not to exceed six (6) months may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period.

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, Independence Day, Veterans Day or Christmas Day fall on a Saturday, the preceding Friday shall be observed as the holiday.

3. When a paid holiday under Article XIII, Section A. falls on an employee's vacation period, he shall receive an additional day of paid vacation.

4. For the Maintenance/Custodian position - when a holiday falls on an unscheduled work day, the day before OR day after the holiday will be observed as the holiday.

Section B. Eligibility Requirements.

All full-time employees who are compensated for the last scheduled workday previous to and the first scheduled work day 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.

If an employee works on any of the holidays listed in Section A, he/she shall be paid time and one-half (1-1/2) for all hours worked or compensatory time off at the rate of one and one-half (1-1/2) hours for each hour worked, as agreed upon between the employee and Employer, in addition to his/her 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
Upon completion of 20 years of service, $.25 per hour. Each anniversary date thereafter will be an increase of $.01 per hour

Longevity is based on employee anniversary dates. Any increases in longevity pay 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 1,820 hours or 2,080 hours, whichever is appropriate.

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. – Employer Contributions

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. The Employer will provide single coverage medical insurance at no cost to the employees for the term of the agreement. The Employer will cover any cost above the cap for single plus one or family coverage for the term of the agreement (the employee will pay their current premium rates for the term of the

agreement).

Section C. *- Note: All language applies in Section C, as long as it doesn't conflict with Section B.*

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

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

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. Employee Negotiators

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, up to three (3) Union negotiators shall be allowed to collect Union dues, initiation fees and assessments (if all these funds are not collected through payroll deduction); post Union notices; solicit Union membership during other employee's non-working time; attend negotiations meetings; transmit communications authorized by the local union or its officers, or other Union representatives, concerning the enforcement of any provisions of this Agreement.

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
DURATION OF AGREEMENT

THIS AGREEMENT shall be effective as of the First Day of January 1, 2022 and shall remain in full force and effect until the 31st Day of December 2024 and thereafter until a new agreement is reached.

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

Lincoln County Chairman

Date 2/1/22

Local No. 1687 President

Date 02-02-2022

Lincoln County Auditor

Date 2-1-22

AFSCME Council 65 Representative

Date 2-1-22

SALARY SCHEDULE - 2022 - COURTHOUSE

Deputy 1A/Administrative Assistant

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
19.73	20.48	21.23	21.98	22.73	23.48	24.23	24.98	25.73	26.48	27.23

Deputy 1A/1B

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
19.61	20.36	21.11	21.86	22.61	23.36	24.11	24.86	25.61	26.36	27.11

Administrative Secretary

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
18.99	19.74	20.49	21.24	21.99	22.74	23.49	24.24	24.99	25.74	26.49

Maintenance / Bus Driver - 35 hr

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
18.19	18.94	19.69	20.44	21.19	21.94	22.69	23.44	24.19	24.94	25.69

Maintenance / Bus Driver - 40 hr

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
19.03	19.78	20.53	21.28	22.03	22.78	23.53	24.28	25.03	25.78	26.53

Clerk / Machine Operator

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
18.43	19.18	19.93	20.68	21.43	22.18	22.93	23.68	24.43	25.18	25.93

Assistant Park Manager

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
18.25	19.00	19.75	20.50	21.25	22.00	22.75	23.50	24.25	25.00	25.75

Maintenance / Park

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
17.52	18.27	19.02	19.77	20.52	21.27	22.02	22.77	23.52	24.27	25.02

Part Time Clerk / Typist

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
16.52	17.27	18.02	18.77	19.52	20.27	21.02	21.77	22.52	23.27	24.02

Deputy Assessor/Appraiser

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
23.00	23.75	24.50	25.25	26.00	26.75	27.50	28.25	29.00	29.75	30.50

Environmental Technician - 40 hr - 2004

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
20.94	21.69	22.44	23.19	23.94	24.69	25.44	26.19	26.94	27.69	28.44

GIS Technician

Start	6 mn	1 yr	2yr	3yr	4yr	5 yr	6yr	7yr	8yr	9yr
21.75	22.50	23.25	24.00	24.75	25.50	26.25	27.00	27.75	28.50	29.25

Deputy Auditor/Treasurer DVS

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	**
20.73	21.48	22.23	22.98	23.73	24.48	25.23	25.98	26.73	27.48	28.23	

Deputy Assessor/Appraiser CMA/GIS or AMA

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	**
24.25	25.00	25.75	26.50	27.25	28.00	28.75	29.50	30.25	31.00	31.75	

Deputy Assessor/Appraiser AMA/GIS

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	**
25.25	26.00	26.75	27.50	28.25	29.00	29.75	30.50	31.25	32.00	32.75	

** wage scales from memorandum passed on 12/6/2018

SALARY SCHEDULE - 2023 - COURTHOUSE

Deputy 1A/Administrative Assistant

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
20.43	21.18	21.93	22.68	23.43	24.18	24.93	25.68	26.43	27.18	27.93

Deputy 1A/1B

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
20.31	21.06	21.81	22.56	23.31	24.06	24.81	25.56	26.31	27.06	27.81

Administrative Secretary

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
19.69	20.44	21.19	21.94	22.69	23.44	24.19	24.94	25.69	26.44	27.19

Maintenance / Bus Driver - 35 hr

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
18.89	19.64	20.39	21.14	21.89	22.64	23.39	24.14	24.89	25.64	26.39

Maintenance / Bus Driver - 40 hr

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
19.73	20.48	21.23	21.98	22.73	23.48	24.23	24.98	25.73	26.48	27.23

Clerk / Machine Operator

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
19.13	19.88	20.63	21.38	22.13	22.88	23.63	24.38	25.13	25.88	26.63

Assistant Park Manager

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
18.95	19.70	20.45	21.20	21.95	22.70	23.45	24.20	24.95	25.70	26.45

Maintenance / Park

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
18.22	18.97	19.72	20.47	21.22	21.97	22.72	23.47	24.22	24.97	25.72

Part Time Clerk / Typist

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
17.22	17.97	18.72	19.47	20.22	20.97	21.72	22.47	23.22	23.97	24.72

Deputy Assessor/Appraiser

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
23.70	24.45	25.20	25.95	26.70	27.45	28.20	28.95	29.70	30.45	31.20

Environmental Technician - 40 hr - 2004

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
21.64	22.39	23.14	23.89	24.64	25.39	26.14	26.89	27.64	28.39	29.14

GIS Technician

Start	6 mn	1 yr	2yr	3yr	4yr	5 yr	6yr	7yr	8yr	9yr
22.45	23.20	23.95	24.70	25.45	26.20	26.95	27.70	28.45	29.20	29.95

Deputy Auditor/Treasurer DVS

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	**
21.43	22.18	22.93	23.68	24.43	25.18	25.93	26.68	27.43	28.18	28.93	

Deputy Assessor/Appraiser CMA/GIS or AMA

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	**
24.95	25.70	26.45	27.20	27.95	28.70	29.45	30.20	30.95	31.70	32.45	

Deputy Assessor/Appraiser AMA/GIS

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	**
25.95	26.70	27.45	28.20	28.95	29.70	30.45	31.20	31.95	32.70	33.45	

** wage scales from memorandum passed on 12/6/2018

SALARY SCHEDULE - 2024 - COURTHOUSE

Deputy 1A/Administrative Assistant

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
21.08	21.83	22.58	23.33	24.08	24.83	25.58	26.33	27.08	27.83	28.58

Deputy 1A/1B

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
20.96	21.71	22.46	23.21	23.96	24.71	25.46	26.21	26.96	27.71	28.46

Administrative Secretary

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
20.34	21.09	21.84	22.59	23.34	24.09	24.84	25.59	26.34	27.09	27.84

Maintenance / Bus Driver - 35 hr

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
19.54	20.29	21.04	21.79	22.54	23.29	24.04	24.79	25.54	26.29	27.04

Maintenance / Bus Driver - 40 hr

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
20.38	21.13	21.88	22.63	23.38	24.13	24.88	25.63	26.38	27.13	27.88

Clerk / Machine Operator

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
19.78	20.53	21.28	22.03	22.78	23.53	24.28	25.03	25.78	26.53	27.28

Assistant Park Manager

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
19.60	20.35	21.10	21.85	22.60	23.35	24.10	24.85	25.60	26.35	27.10

Maintenance / Park

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
18.87	19.62	20.37	21.12	21.87	22.62	23.37	24.12	24.87	25.62	26.37

Part Time Clerk / Typist

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
17.87	18.62	19.37	20.12	20.87	21.62	22.37	23.12	23.87	24.62	25.37

Deputy Assessor/Appraiser

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
24.35	25.10	25.85	26.60	27.35	28.10	28.85	29.60	30.35	31.10	31.85

Environmental Technician - 40 hr - 2004

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
22.29	23.04	23.79	24.54	25.29	26.04	26.79	27.54	28.29	29.04	29.79

GIS Technician

Start	6 mn	1 yr	2yr	3yr	4yr	5 yr	6yr	7yr	8yr	9yr
23.10	23.85	24.60	25.35	26.10	26.85	27.60	28.35	29.10	29.85	30.60

Deputy Auditor/Treasurer DVS

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	**
22.08	22.83	23.58	24.33	25.08	25.83	26.58	27.33	28.08	28.83	29.58	

Deputy Assessor/Appraiser CMA/GIS or AMA

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	**
25.60	26.35	27.10	27.85	28.60	29.35	30.10	30.85	31.60	32.35	33.10	

Deputy Assessor/Appraiser AMA/GIS

Start	6 mn	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	**
26.60	27.35	28.10	28.85	29.60	30.35	31.10	31.85	32.60	33.35	34.10	

** wage scales from memorandum passed on 12/6/2018