

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 SHERIFF'S DEPARTMENT

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

TABLE OF CONTENTS

ARTICLE 1	PURPOSE OF AGREEMENT	3
ARTICLE 2	RECOGNITION	3
ARTICLE 3	DEFINITIONS	3
ARTICLE 4	UNION SECURITY	3
ARTICLE 5	EMPLOYER AUTHORITY	4
ARTICLE 6	GRIEVANCE PROCEDURE	4
ARTICLE 7	WORK SCHEDULES	5
ARTICLE 8	OVERTIME PAY	6
ARTICLE 9	SENIORITY	7
ARTICLE 10	PROMOTIONS/TRANSFERS	7
ARTICLE 11	PROBATIONARY PERIODS	8
ARTICLE 12	DISCIPLINE AND DISCHARGE	8
ARTICLE 13	VACATIONS	8
ARTICLE 14	LEAVES OF ABSENCE	9
ARTICLE 15	HOLIDAYS	11
ARTICLE 16	LONGEVITY	11
ARTICLE 17	INSURANCE BENEFITS	11
ARTICLE 18	GENERAL PROVISIONS	12
ARTICLE 19	UNIFORMS	13
ARTICLE 20	WAIVER	14
ARTICLE 21	DURATION OF AGREEMENT	15
	SIGNATURES OF THE PARTIES	
WAGE APPENDIX		16
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 Sheriff's 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
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. **OVERTIME:** All overtime must be approved by the Sheriff, in advance, when possible.
10. **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.

**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.

Section B

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 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.
Each duty day shall include an on-duty lunch period.

Section B. Work Schedules

The written work schedule reflecting each employee's assigned duty days and hours shall be posted in the Sheriff's Office at least thirty (30) days in advance of its effective date when possible. In the event that changes to the work schedule are necessary, the Employer shall give the maximum advance notice possible to affected employees based on the circumstances requiring the change(s).

Section C. Part Time Work Schedules

Part time employees' workweek and workday shall be scheduled to meet the needs of the Employer. Seniority shall not apply when scheduling part-time employees.

Section D. Disaster/Emergencies

In the event that work is required because of natural disasters or extreme emergencies, 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/her from so working.

Section E. Rest Periods

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

Section F. Overtime

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

Section G. On-call

Deputies who are on call shall receive two dollars (\$2.00) per hour for every hour they are on-call. If called out the deputies shall not be paid on-call time for the hours worked.

**ARTICLE 8
OVERTIME**

Overtime shall be handled on the following basis:

Section A.

All hours worked in excess of eighty (80) hours per pay period shall be considered overtime and shall be compensated at time and one and one-half (1-1/2) the employee's regular straight time rate of pay.

Section B.

For the purpose of computing overtime, hours worked shall not be pyramided, compounded or paid twice for the same hours worked. Vacation, sick leave, and other paid leaves shall be counted as time worked for the purpose of computing overtime.

Section C.

There will be no overtime pay if voluntary shift switching results in an employee performing work in excess of his/her normal work schedule, subject to wage and hour laws. Employees will be allowed to change shifts providing it meets the standards of overtime and occurs in the same pay period.

Section D.

When the following circumstances cause an employee to exceed eighty (80) hours in a pay period, employees shall be compensated in accordance with the provisions of this Section.

1. Court Time – An employee who is required to appear in Court during his/her off duty time shall receive a minimum of two (2) hours pay at one and one-half (1 ½) times the employee's regular rate of pay. An extension or early report to a regularly scheduled shift qualifies an employee for overtime but not the minimum Court Time pay.
2. Call Back – Any employee covered by this Agreement who is called back to work at any time outside his/her regularly scheduled hours and who reports to work shall be guaranteed a minimum of two (2) hours pay at one and one-half (1 ½) times his/her regular hourly rate of pay. An extension or early report to a regularly scheduled shift qualifies an employee for overtime but not the minimum Court time pay.

Section E.

All overtime must be approved by the Sheriff, in advance when possible.

ARTICLE 9 SENIORITY

Section A. Probationary Period

Seniority will be maintained on the basis of length of service with the employer, with the Department, and by job classification. New employees hired shall be considered as probationary employees for the first year of their employment. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the County and shall rank in seniority from one year prior to the date he/she completes his/her 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 his/her 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, employees will be laid off by job classification seniority after probationary employees and part-time employees are laid off in the classification.

Employees will be recalled by the job classification seniority. Employee will retain recall rights for twelve months after layoff provided the employee meets the qualifications of the job.

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/Transfers

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.

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 will be paid the minimum rate for the new position or the next highest rate in the scale for the new position above the employee's rate of pay prior to promotion/transfer or their current rate of pay, whichever is the greater.

Section C. Transfers

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.

Section C.

At any time during the probationary period, a promoted or reassigned employee may be demoted or reassigned to the employee's previous position.

**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

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	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 leave in their first 6 months of employment. However if they are terminated while on probation the amount of vacation leave 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 County Sheriff (or his/her designee) shall approve the request provided it will not seriously affect the services of the Department. Seniority shall prevail in cases of conflict of requests.

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/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. 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 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 Sheriff's Department, at the earliest possible moment.
5. The County Sheriff may, at any time, require evidence as to the 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 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. The personal day shall be the same number of hours as that of a regular scheduled work day. (i.e. if an employee is on a 10 hour day works schedule, the personal day shall count as 10 hours.) 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. Funeral Leave: In the event of a death in the immediate family of an employee, the employee shall be granted 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 in writing by Department Head
3. Other Funeral Leave: At the employee's request, he/she shall be granted 1 day leave with pay to attend the funeral of an aunt, uncle or first cousin, ½ day leave to attend the funeral of a friend or co-worker. However, should conditions warrant, the employee shall be granted sufficient additional leave. Leave shall be granted in writing by Department Head.
4. 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.
5. Voting Time: Employees shall be granted sufficient time off with pay to vote on any election day.
6. 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.
7. Family Medical Leave Act (FMLA) or Parenting Leave as per Federal and State of Minnesota Laws.
8. Leave of absence for a reasonable period of time, not to exceed one (1) year, will be granted for any illness (sickness or mental).
9. 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.
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	Easter Sunday	Columbus Day
Martin Luther King Day	Memorial Day	Veterans Day
President's Day	Independence Day	Thanksgiving Day
Good Friday	Labor 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.

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

Section B.

Full time employees are guaranteed to receive twelve (12) paid holidays during each calendar year. These days shall be made up in any combination of paid days off at the employee's straight time rate and/or duty days paid at straight time rate plus time and one-half (1 ½) for all hours worked on the holiday duty day. Holiday pay paid to an employee for a holiday which falls outside of an employee's regular work shift shall not qualify as time worked for purpose of hours accrued toward overtime 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.

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:

- \$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
- Employer and employees agree that these figures shall be negotiable upon the expiration 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.

ARTICLE 18 GENERAL PROVISIONS

All references to employees in this Agreement designate both sexes, and wherever either gender is used, it shall be construed to include male and female employees.

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. Training

Deputy Sheriffs. Whereas the position of Deputy Sheriff is a professional position which requires continuing training and education, it shall be the responsibility of the County to provide all training and education required by the Employer and P.O.S.T. The Deputy will comply with all Employer and P.O.S.T. training requirements. Each deputy shall be afforded the opportunity to attend such seminars or training courses as may pertain to the position of deputy sheriff in particular and law enforcement in general. Attendance at such seminars or training courses shall be divided as equally among all deputy sheriffs as possible. Attendance must have prior approval of the Sheriff and will be considered as a duty day(s). Tuition, mileage (per Section B), meals and other expenses (per Section C) incidental to attendance at such seminars and training courses shall be reimbursed to the employee by the County. Attendance at an approved seminar or training program which occurs on an attending deputy's scheduled day off or during the shift immediately preceding a deputy's regularly scheduled duty shift will be considered as a duty day at time and one-half (1 1/2) rates, if the affected employee has worked forty (40) hours in that work period. Otherwise, pay at employee's regular rate of pay.

Jailer/Dispatcher. Whereas the technical competence and training of employees occupying the position of jailer-dispatcher is critical to the operation of the Lincoln County Sheriff's Department and the safety of its employees, it shall be the responsibility of the County to provide such training as is necessary to insure that each jailer-dispatcher is fully trained as to his/her duties and the operation of all equipment he/she may be called upon to operate while discharging those duties. If necessary, said jailer-dispatchers shall attend appropriate seminars and training programs outside the County to provide them with such training. Tuition, mileage (as per Section B), meals and other expenses (per Section C) incidental to attendance at such seminars and training courses shall be reimbursed to the employee by the County. Attendance at such seminars must have the prior approval of the Sheriff and will be considered as duty day(s). Attendance at an approved seminar or training program which occurs on an attending Jailer/Dispatcher's scheduled day off or during the

shift immediately preceding or immediately following duty shift will be considered as a duty day at time and one-half (1 ½) rates, if the affected employee has worked forty (40) hours in that work period. Otherwise, pay is at employee's regular rate of pay.

Jail Administrator. Whereas the position of Jail Administrator is a professional position which requires continuing training and education, it shall be the responsibility of the County to provide all training and education required by the Employer and other regulatory bodies.

The Jail Administrator will comply with all Employer and other regulatory bodies training requirements. The Jail Administrator shall be afforded the opportunity to attend such seminars or training courses as may pertain to the position of Jail Administrator in particular and law enforcement in general. Attendance at such seminars or training courses must have prior approval of the Sheriff and will be considered as a duty day(s). Tuition, mileage (per Section B, Meals and other expenses (per Section C) incidental to attendance at such seminars and training courses shall be reimbursed to the employee by the County. Attendance at an approved seminar or training program which occurs on an attending Jail Administrator's scheduled day off or during the shift immediately preceding a Jail Administrator's regularly scheduled duty shift will be considered as a duty day at time and one-half (1 ½) rates, if the affected Jail Administrator has worked forty (40) hours in that work period. Otherwise, pay at the Jail Administrator's regular rate of pay.

License Fees for professional licenses that an employee is required to maintain as a condition of employment with the County and such other licenses and certifications approved by the Sheriff shall be paid for by the County.

Personal Property. The county guarantees that personal property, which an employee provides in order to perform duties required by the County will be replaced and/or repaired if lost, damaged or stolen while an employee is engaged in the normal course of duty, absent employee negligence. Such items include, but are not limited to, firearms, eyeglasses, and handcuffs, and excludes personal vehicles

Liability. An employee shall not be liable for damages to County property, including vehicles, when such property is authorized by the Sheriff to be stored or parked at the employee's residence or elsewhere, and absent the employee's negligence.

Drug and Alcohol Policy. Pending completion of and concurrence on the Employer's drug and alcohol policy, said policy shall become a part of this Agreement by this reference.

ARTICLE 19 UNIFORMS

The Employer shall furnish Deputies with a first issue of uniform as follows:

- | | |
|------------------------|-------------------------|
| a. One winter jacket | g. One winter cap |
| b. One spring jacket | h. One body armor vest |
| c. Three summer shirts | i. One set of rain gear |
| d. Three winter shirts | k. One pair of footwear |
| e. Three uniform pants | |
| f. Two summer caps | |

All items, which have not already been furnished, shall be furnished to present employees as first issue. Body armor vests shall be replaced according to manufacturer's specifications and recommendations. Other items shall be replaced by the Employer as "wear and tear" make such replacement necessary.

Dispatchers will be provided with three (3) polo shirts and Jailers will be provided with three (3) shirts and three (3) trousers after completing six months of employment with the Sheriff's Department. Items shall be replaced by the Employer as "wear and tear" make such replacement necessary.

In the event an employee leaves because of retirement, termination, or to take another position, all uniform items provided by Lincoln County shall be returned to the Employer.

**ARTICLE 20
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 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


Lincoln County Auditor

Date 3-21-18


Local No. 1687 President

Date 3-21-18


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.

Jailer/Dispatcher employees scheduled to work any hours between 11:00 p.m. and 7:00 a.m. shall receive a \$1.00 per hour additional pay differential for all hours so worked.

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 "unsatisfactory" 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.

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


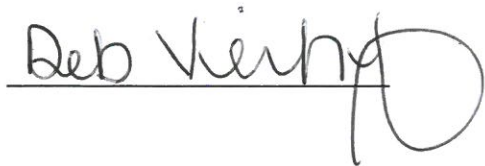
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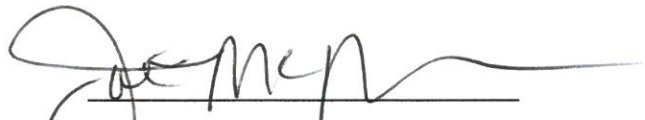

Dates: January 1, 2021 through December 31, 2021

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