

Labor Contract

Between

The City of Sioux Falls

and

MEA/AFSCME Local 519

March 13, 2017, through December 31, 2018

## Index

	<b>Page</b>
Absence For Union Business Article 4	2
Administrative Leave Article 32	44
Civil Service Reference Article 35	47
Committee for Union-Management Cooperation Article 33	45
Conduct of Union Affairs Article 5	4
Definitions Article 42	49
Discrimination Article 2	1
Duration of Contract Article 41	49
Duty-Incurred Injury Article 31	43
Education Assistance Program Article 38	48
Emergency Call-In Pay Article 11	14
Entire Contract Article 37	47
Family/Medical Leave Article 19	25
Funeral Leave Article 21	30
Grievance Procedure Article 6	7
Holidays Article 25	33
Hours of Work Article 8	11
Insurance and Bonds Article 29	40

Jury Duty, Witness Fees, and Court Pay Article 39	48
Layoff, Rehiring after Layoff Article 17	21
Leaves of Absence Article 18	23
Management Rights Article 34	46
Military Service Leave Article 20	28
Overtime Article 9	13
Payroll Deduction of MEA/AFSCME Article 3	1
Pensions Article 24	33
Personal Leave Days Article 22	30
Preamble	1
Promotion Article 13	16
Reclassification Article 15	18
Recognition Article 1	1
Seniority Article 16	19
Separability and Saving Clause Article 36	47
Sick Leave Article 26	35
Sick Leave Payout at Separation Article 28	40
Standby Article 12	15
Substance Abuse Prevention Policy Article 27	38
Tool Reimbursement/Tool Insurance Article 30	42

Transfer	
Article 14	17
Union Rights	
Article 40	49
Vacations	
Article 23	31
Wages	
Article 7	9
Working in a Higher Classification	
Article 10	14

## Exhibits

<b>Exhibit A</b>	
MEA/AFSCME Membership/Classification by Position.....	52
<b>Exhibit B</b>	
Safety-Sensitive Positions .....	54
<b>Exhibit C</b>	
MEA/AFSCME Stewards .....	57
<b>Exhibit D</b>	
AFSCME Membership Form .....	58
<b>Exhibit E</b>	
2017 Pay Grades.....	59
<b>Exhibit F</b>	
2018 Pay Grades.....	60
<b>Exhibit G</b>	
Official AFSCME Grievance Form .....	61

## Preamble

This Contract is between the City of Sioux Falls, South Dakota, hereinafter referred to as the City, and Sioux Falls Municipal Employees' Association, affiliated with American Federation of State, County, and Municipal Employees, AFL-CIO, now known as MEA/AFSCME Local 519, hereinafter referred to as the Union. This contract sets forth all terms and conditions of employment for bargaining unit employees.

## Article 1 Recognition

The City recognizes the Union as the exclusive bargaining agent for purposes of establishing wages, hours, and conditions of employment of the nonuniform employees of the City listed on Exhibit A, but excluding all noncivil service employees, midmanagement or classified employees, and elected officials or officers of the City. All references to employees hereinafter contained are to those employees covered by this Contract.

The application for membership in the American Federation of State, County, and Municipal Employees (AFSCME) Local 519, Sioux Falls, SD, is in Exhibit D.

## Article 2 Discrimination

**Section 1.** The City and the Union each agree that they will not discriminate against any employee for any reason where discrimination is prohibited neither by federal or state law nor because of the employee's membership or nonmembership in the Union.

Any dispute concerning the interpretation and/or application of this section shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Contract.

### **Section 2. Americans with Disabilities Act.**

The parties agree that the City may take reasonable action that is in accord with what is legally permissible under the Americans with Disabilities Act ("ADA") in order to be in compliance with the ADA and its amendments, notwithstanding any other provisions of this Contract.

**Section 3.** The use of the masculine gender in this Contract shall be construed as including both genders and not as a sex limitation.

## Article 3 Payroll Deduction of MEA/AFSCME

The City shall deduct regular monthly Union dues from the pay of each employee covered by this Contract provided that at the time of such deduction there is in the possession of Human Resources an unrevoked written assignment, executed by the employee, in the form and according to the terms of the authorization form shown below and made a part

hereof. The authorization may be revoked by the employee by giving written notice to Human Resources during the period from November 1 to November 30 of each year.

**Authorization for Payroll Deduction  
MEA/AFSCME Local 519**

To the City of Sioux Falls, SD, I, (Name), hereby authorize and direct the City of Sioux Falls, SD, to deduct from my wages regular biweekly membership dues to be paid to AFSCME Council 65. This authorization is revocable upon my giving Human Resources, Notice of Cancellation during the period of November 1 through November 30 of each calendar year.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Previously signed and unrevoked written authorizations shall continue to be in effect for any employee reinstated following layoff, leave of absence, or suspension not exceeding 60 days; previous authorizations of other employees rehired or reinstated shall not be considered in effect.

The authorization for deductions received by Human Resources during a pay period shall begin on the payday associated with that pay period.

If Human Resources receives an employee revocation or authorization by the end of November, no deductions will be made for December or any subsequent month.

At the time of the execution of this Contract, the Union shall advise Human Resources, in writing, the exact amount of regular Union dues in the exact dollar amount for each Union member. If, subsequently, the Union requests the City to deduct additional Union dues, the request shall be effective only upon written assurance by the Union to Human Resources that additional amounts are regular Union dues duly approved in accordance with the Union constitution and bylaws.

The City shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and, if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay period in which Union dues are normally deducted after written notification to Human Resources of the error or omission. If the City makes an overpayment to the Union, the City will deduct that amount from the next remittance to the Union. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

**Article 4  
Absence for Union Business**

**Section 1. Labor Conventions and Activities.**

- A. The City agrees to grant the necessary time off, without discrimination and without pay, to Union officers and four other official delegates designated by the Union to

attend an official labor convention. Absences for a labor convention shall require 15 days' notice.

The participation in Union activities such as Union meetings and committee meetings will be permitted only during off-duty hours.

- B. The necessary time off, without discrimination and without pay, for purpose of attending a labor convention as provided in Section 1 shall be subject to the following limitations: time off for Union officers and other official delegates shall not exceed 176 hours in any calendar year and must be taken in not less than four-hour increments by each attendee. Those employees scheduled for shift work must take time off consistent with their total shift length. Only one Union employee from a departmental division may be allowed time off at any one time.

### **Section 2. Negotiations.**

Members of the Union negotiating team, who are City employees, will be allowed to attend negotiation sessions during regularly scheduled duty hours. The time of each City employee spent on attendance at negotiation sessions during their regularly scheduled duty hours shall be compensated by the City at his regular hourly rate, subject to the following limitations:

- A. No more than one employee from any one City department may attend negotiation sessions unless mutually agreed to by both the City and Union.
- B. Total compensation paid to the Union negotiating team will not exceed 240 hours for all members combined.
- C. No compensation will be paid for the time spent preparing for negotiations, nor will this preparation be done by any employee during his regularly scheduled duty hours.
- D. No Union negotiating team member shall be paid by the City for time spent on negotiations that are conducted during time other than regularly scheduled duty hours.

Any additional time spent attending negotiations by the employee during his regularly scheduled duty hours may be taken as vacation, compensatory leave, personal leave, or time off without pay.

### **Section 3. Union Leave of Absence.**

The City agrees to grant a leave of absence without pay to any one employee to serve up to one year in an official Union capacity. The request for an unpaid leave of absence shall be made in accordance with the following provisions:

- A. The request for an unpaid leave of absence shall be made as far in advance as possible, but not less than 15 working days' notice if the leave is to be for more than 30 days.
- B. The employee, upon returning from the excused unpaid leave of absence, shall be reinstated to a job equal or higher in pay to that which they were last engaged prior to the absence.

- C. The employee shall, upon return, be placed on the payroll at the pay grade and step when the absence began, adjusted for any general changes in the wage rate made during the leave of absence.
- D. The employee will retain all seniority rights during the leave of absence and will accumulate seniority during the unpaid leave of absence if the leave is for 30 days or less.
- E. During the unpaid leave of absence, the employee shall pay all the premiums for the Health/Dental/Life Benefit Plan.

## Article 5 Conduct of Union Affairs

### **Section 1. Department Visits for Union Business.**

The council or international representative of the American Federation of State, County, and Municipal Employees Union shall be allowed to visit the various departments in the City at reasonable hours, provided that they shall first notify the department head/or their designee. The President, Vice President, Secretary, Treasurer, and Chief Steward of the local shall be allowed to visit the various departments in the City at reasonable hours as determined by the City for the purpose of investigation, processing, or presentation of grievances, provided that they shall first notify the department head or their designee. Union representatives shall not interfere with the conduct of the operations in the department or with the employees.

### **Section 2. Noninterference by City or Union.**

The City will not interfere with the rights of its employees to become members of the Union.

The parties each agree that neither shall engage in practices intended to harass, coerce, or intimidate any employee regarding Union membership or nonmembership. Each will assume full responsibility of all materials published on behalf of each party.

### **Section 3. Department Stewards.**

- A. All department stewards referred to in this Contract shall be regular civil service employees of the City.
- B. Whenever in this Contract it is written "department steward," this will also mean the Chief Steward.

### **Section 4. Stewards Leaving Work Station.**

Each department steward shall report to their immediate supervisor or their designated representative prior to leaving their work to perform steward duties subject to investigation rights as defined by Section 8 of this Article and shall also report upon returning to work.

### **Section 5. Stewards Entering Other Work Areas.**

When a steward must enter a work area other than their own for the purpose of conducting Union business, they must notify the supervisor of that area of their presence.

## **Section 6. Steward Selection and List.**

Department stewards shall be selected by the Union and shall function on behalf of the employees in the bargaining unit. One Chief Steward shall be selected by the Union and shall function on behalf of all department stewards. The Union shall furnish the list of the names of those selected. The Union shall designate one steward and one alternate steward to replace any regular steward unable to perform their duties as per Exhibit C.

A current list of stewards, alternates, and elected Union officers shall be furnished to the Human Resources department on or about June 30 of each year of this Contract. The Union will notify the Human Resources department of any changes in this list as they occur.

## **Section 7. Steward Rights.**

A department steward, upon request to their immediate supervisor or designated representative, shall have a privilege, without unnecessary delay, to devote time during their normal working hours, without loss of pay, for reasonable periods:

- A. To investigate any grievance or dispute so that it may be properly presented to the supervisor or the designated representative.
- B. To present to a supervisor a grievance or dispute which has been requested by an employee or a group of employees.
- C. To attend meetings with supervisors or other City representatives when these meetings are necessary. All meetings will be held without unnecessary delay.
- D. To confer with a duly accredited officer of the Union and/or employee on City premises at such time as may be authorized by their supervisor.
- E. To confer with duly accredited Union field representatives on employer premises.

## **Section 8. Investigation Rights.**

Prior to any proposed investigation of grievances, the department steward shall obtain permission from their own supervisor and the grievant's supervisor, which will be granted unless the steward or grievant is working on something that requires their immediate attention. If permission cannot be immediately granted, the City will arrange to allow investigation of the grievance within three days. Supervisory permission shall be given verbally to department stewards provided that verbal authorization ensures adequate controls; otherwise, written permission will be required. If it becomes necessary for a department steward to receive written permission, the City will provide a form which will be used for this purpose.

## **Section 9. Union Representation at Disciplinary Action.**

- A. At any meeting between a representative of the City and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspensions, demotions, or discharge) is to be announced, the employee may select any Union representative to be present if the employee so requests.

Pay for Union representation under this section shall be at the employee's basic hourly rate and only for actual time spent within his normal daily work schedule.

- B. The City shall not hold a conference or interview with an employee in connection with the imposition of discipline or the issuance of a warning which is to be entered in the employee's personnel file, unless the City allows the employee to be represented at the conference by the department steward or alternate, and shall afford the employee, at the employee's or the Union steward's request, the opportunity to consult privately with the steward before the commencement of the meeting.

### **Section 10. Posting of Union Notices.**

Union notices may be posted on the City's bulletin boards in a space reserved for Union notices.

Copies of such notices shall first be submitted to management for approval and must be signed by the Union official responsible for its posting. Unsigned notices may not be posted.

The following bulletins, however, do not require prior approval by management:

- A. Notices of Union recreational or social affairs.
- B. Notices of Union elections.
- C. Notices of Union appointments and results of Union elections.
- D. Notices of Union meetings.
- E. Union newsletter.
- F. Union recruitment flyer.

The City shall provide the Union, upon request, a current list of lunch room and announcement bulletin boards across the City.

The Union or its duly authorized representative shall have the responsibility for removal of notices from the bulletin boards after they have become outdated. The material may be removed by management if anyone defaces, adds to, or writes over any general notice or bulletin or posts unofficial bulletins or any notices that are offensive.

### **Section 11. Hours Allowed for Grievance Processing.**

Regardless of any of the foregoing, the Union shall be permitted a period of time not to exceed a total of 312 hours per year to investigate, present, and process grievances during working hours without loss of time or pay. No steward or officer of the Union shall be permitted to accumulate more than 52 hours a year for this purpose, except that the Chief Steward will be permitted to accumulate up to 65 hours per year. Each absence for this purpose shall be reported in advance to the appropriate level of management as designated by the department director in charge.

### **Section 12. Pension Board Meetings.**

The Union President or their designee, upon request to their immediate management representative, shall have a privilege to devote time during their normal working hours, without loss of pay, to attend regularly scheduled Pension Board meetings. Such time attending any Pension Board meeting shall be included in the calculation of computing the maximum hours allowable for grievance processing under Section 11 of this Article. The

Union President/designee must inform management of the anticipated amount of time associated with attending these meetings.

## Article 6 Grievance Procedure

### **Section 1. Purpose.**

The purpose of this grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit to or be involved in a grievance.

### **Section 2. Definition of Grievance.**

A grievance is a complaint by an employee concerning the interpretation or application of the provisions of this Contract, or of rules or regulations governing terms or conditions of employment, and the complaint has not been resolved satisfactorily in an informal manner between the employee and their immediate supervisor or department head. Issues cognizable under the civil service procedure cannot be determined by this grievance procedure unless otherwise specifically provided for in this Article. Grievances submitted under this Article will be submitted utilizing Exhibit G.

### **Section 3. Employees' Right to Present Grievances.**

Individual employees shall have the right to present grievances in person or through the formal representative, provided that any settlement reached is not inconsistent with the provisions of this Contract, the formal representative is given an opportunity to be present, and the grievances have been properly filed and adjusted according to the established procedure set forth in this Article. Both the City and the Union agree to encourage informal resolution of complaints between an employee and their immediate supervisor or department head.

### **Section 4. Right to Review Personnel Record.**

No written incident reports or records of disciplinary action shall be entered in an employee's personnel file unless the City first advises the employee of its intent to enter such writings in the file and affords him an opportunity to read such material. An employee may read and obtain copies of any material in their personnel file.

The City will make available to the Union, for review at a place and time designated by the City, an employee's personnel file only upon the express written consent of the employee.

For each page copied and furnished by the City to an employee or Union representative, the Union or employee shall pay the City ten (10) cents per page.

### **Section 5. Procedures.**

**Step 1.** Within 14 days after the employee had knowledge or should have had knowledge of the alleged grievance, the employee and/or their representative shall submit to their immediate supervisor or their designee a written grievance. This 14-day time period shall begin the first day following the time the employee had knowledge or should have had knowledge of the alleged grievance. If a grievance is not presented within this time period, it shall be considered "waived."

The written grievance shall contain a statement of the facts, the provision or provisions of the Contract or the specific rule or regulation governing terms or conditions of employment which the City is alleged to have violated, and the relief requested. The grievance shall be signed by the aggrieved employee. If the aggrieved employee is unable because of sickness to file a grievance, the 14-day period will begin when the employee returns to duty.

Within seven (7) days of receipt of the grievance, the immediate supervisor or their designee shall meet with the employee and their representative. This seven- (7-) day time period shall begin the first day following the receipt of the grievance. Within seven (7) days of the meeting, the immediate supervisor or their designee shall submit a written decision to the employee. If the immediate supervisor is unable to render a decision because of sickness or absence, the seven- (7-) day period will begin when they return to their office.

**Step 2.** If the employee disagrees with the decision of the immediate supervisor, they shall forward a copy of the original grievance within ten (10) days of the notice of the decision to the department head. The ten- (10-) day time for appeal, or any extension granted in place of this time period, must be specifically followed or the appeal will be considered withdrawn.

Within seven (7) days of the receipt of the grievance, the department head or their designee will meet with the employee, who may be accompanied by their representative, to discuss the grievance. This seven- (7-) day time period shall begin the first day following the receipt of the grievance. Within seven (7) days of this meeting, a written decision will be submitted to the employee by the department head.

**Step 3.** If the employee disagrees with the decision of the department head, they shall forward a copy of the original grievance and any other documentation the employee deems appropriate within ten days of the notice of the decision to the Mayor.

The ten- (10-) day time for appeal, or any extension granted in place of this time period, must be specifically followed or the appeal will be considered withdrawn.

Within seven (7) days of receipt of the grievance, a written decision will be submitted to the employee by the Mayor. This seven- (7-) day time period shall begin the first day following the receipt of the grievance.

**Step 4.** If the employee disagrees with this decision, the employee and their representative may, within 30 days, initiate an appeal to the Department of Labor under the provisions of SDCL 3-18. Any decision of the Department of Labor may be appealable to circuit court.

## **Section 6. Working Days.**

All references to days shall be working days.

## **Section 7. Group Grievance.**

Grievances raised by a group of employees, by the formal representative or the City, which are of general concern in regard to the application or interpretation of this Contract, shall be initiated at Step 2 of the grievance procedure. This shall not be used to resurrect an individual grievance.

## **Section 8. Extension of Time Limitations.**

It is agreed that all time limitations in this Article may be extended up to a maximum of 60 days by mutual agreement of all parties involved. Extensions must be granted in writing.

## **Section 9. Civil Service Appeals.**

Grievances cognizable under the civil service procedure are limited to discharge, suspension, demotion, or alleged violation of civil service rules and regulations. Procedural rules for these grievances are provided only by City ordinance or civil service rules.

**Step 1.** Upon written notice of a discharge, suspension, or demotion, the employee, if said employee wishes to appeal, MUST file the appeal within ten (10) days of the issuance of the Employee Incident Report to the Civil Service Board.

**Step 2.** If the employee or the City is not satisfied with the action of the Civil Service Board, the decision may be appealed to the appropriate court within 30 days of the decision.

## **Section 10. Disciplinary Time Off.**

Any time off imposed as part of a disciplinary action, if more than one day in length, must be served consecutively. Disciplinary time off must commence within five (5) days of the date that employee is given notice of the disciplinary action.

# Article 7 Wages

## **Section 1. Classification and Pay Scales.**

The pay grades for classifications included in this bargaining unit for the year 2017 are set forth in Exhibit E and shall be 1.5 percent higher than the pay grades for the year 2016 and become effective on March 13, 2017.

The pay grades for classifications included in this bargaining unit for the year 2018 are set forth in Exhibit F and shall be 1.5 percent higher than the pay grades set forth for 2017 in Exhibit E and become effective on January 1, 2018.

Where the City's audited 12-month rolling sales tax is growing at or above 5.5 percent based on results as of January 2017, the Union may request to open labor negotiations with the City for sole purpose of 2018 wage discussions.

## **Section 2. Step Advancement.**

An employee's step anniversary date for purposes of step advancement eligibility is the day and month established when an employee is placed into a new pay grade as the result of hire, promotion, demotion, or transfer to another classification with a different pay grade. An employee's step anniversary date may be adjusted, except in cases of military leave, if the employee's service is interrupted by unpaid leave of 30 or more calendar days, if an employee's step advancement is delayed without retroactivity on the basis of performance, or if the date is adjusted as the result of the terms of this Contract. If cause is shown on the basis of performance and a step increase is delayed, the month and day

when the step is eventually granted will become the employee's new step anniversary date. The year of the step anniversary date changes as the employee moves step to step. Employee progression through step advancement will be allowed pursuant to the following table (with the exception of employees in the 342 2 C pay grade):

<b>From Step</b>	<b>To Step</b>	<b>Waiting Period In Months</b>
1	2	12
2	3	12
3	4	12
4	5	12
5	6	24
6	7	24
7	8	24
8	9	24

An employee must complete the required waiting period within a particular step prior to advancement to the next step. If cause is shown by the supervisor or department head, advancement to the next higher step will be denied.

Employees in the 342 2 C pay grade have only four (4) steps and progression through step advancement will have a 24-month waiting period.

**Section 3. Step Denial.**

Any employee denied a step advancement at the time of his eligibility may be granted the step advancement any time thereafter.

**Section 4. Step Anniversary Date and Effective Date of Wage Change.**

The effective date of any wage change will be computed from the beginning of a payroll period if the personnel action is up to seven days past the beginning of the payroll period. If the personnel action is on or after the eighth day following the beginning of the payroll period, the wage change will be computed from the beginning of the next payroll period.

If the personnel action is a step advancement, the effective date of the wage change will be as described in this section, but the month and day of the employee's step anniversary date will remain unchanged unless the employee's service was interrupted by unpaid leave of 30 or more calendar days, the step advancement was delayed without retroactivity on the basis of performance, or if the date was adjusted as the result of the terms of this Contract.

**Section 5. Regular Part-Time.**

Employees hired for regular part-time work shall be paid the hourly equivalent of the assigned pay grade. A regular part-time employee must serve hours comparable to a regular full-time position in order to be eligible to advance through the pay steps.

## Article 8 Hours of Work

### **Section 1. Department Schedules.**

- A. Each department shall establish the scheduled hours of work for employees within that department. The hours of work shall, as far as practicable, be uniform for employees in the same unit assigned to perform the same duties.
- B. Work schedules shall be established by the City. Daily and weekly work schedules, having regular starting and quitting times, may be permanently or temporarily changed by the City to suit varying business conditions and will be posted at least five working days in advance, unless doing so is not feasible due to exigent circumstances. "Exigent circumstances" is defined as situations that demand unusual or immediate action.

### **Section 2. Workweek.**

- A. The present workweek of 40 hours in each 7-day period shall continue to be the standard used for purposes of overtime computation.
- B. A regular workweek shall consist of either four consecutive 10-hour days or five consecutive 8-hour days totaling 40 hours, except upon mutual consent of the employee and employer. This does not restrict management from implementing temporary modifications to the regular workweek to meet emergency or urgent business needs except that an "emergency call-in" as defined in Article 11, Section 2 of this Contract, shall be governed by that Article and section. Except for weather-related needs, a shift change pursuant to this section may only be accomplished upon 24 hours' notice.
- C. The regular workweek for a shift worker shall consist of no more than five workdays in a workweek.
- D. The workweek shall begin at 12:01 a.m., Monday, and end at 12 midnight, Sunday.
- E. This section shall not apply to regular part-time employees.

### **Section 3. Workday.**

- A. The regular workday shall consist of 8 hours of work within 9 consecutive hours or 10 hours of work within 11 consecutive hours in a calendar day. This does not restrict management from implementing temporary modifications to the regular workday to meet emergency or urgent business needs.
- B. The regular workday for shift workers shall consist of no less than 8 hours within 8 1/2 consecutive hours and no more than 12 hours of work within 13 consecutive hours.
- C. No employee will be required to work more than 12 consecutive hours within 13 consecutive hours except by mutual consent of the employee and employer.
- D. No employee will be permitted to exceed a regular workday beyond the established regular number of daily work hours through the use of vacation, personal leave, compensatory leave, sick leave, or other paid time-off benefits.

- E. An employee scheduled to report to work outside his regular shift shall be guaranteed a minimum of one hour's pay. This excludes standby calls which are paid in accordance with Article 12 and does not apply to a requirement that an employee work changed or extended hours.
- F. This section shall not apply to regular part-time employees.

**Section 4. Flextime Scheduling.**

Flextime schedules may be implemented where feasible upon approval of management contingent on the following:

- A. Does not impair service to the public.
- B. Does not result in the need for additional personnel.
- C. Does not create overtime.
- D. Starting and quitting times may vary as long as the employee works the number of hours regularly scheduled for the week.

**Section 5. Rest Periods.**

Employees are allowed one 15-minute rest period during each four hours of an eight-hour shift. It shall be taken near the middle of each four-hour period whenever feasible. For work beyond an eight-hour day, rest periods will be allowed in the same intervals as provided in this section. Rest periods are not cumulative and so may not be accumulated to be used during periods other than those specified.

Under no circumstances will employees be permitted to take rest periods at establishments where on-sale alcoholic beverages are served.

**Section 6. Shift Exchange.**

Employees may exchange work shifts within the same department or work unit with the approval of management personnel in charge of the shifts affected. The change must not interfere with the normal operation of the department and must not create overtime.

**Section 7. Travel Time.**

When employees are required to travel for City-related business, all time spent traveling shall be counted as hours actually worked. This provision applies irrespective of whether an employee is driving or riding as a passenger or whether travel occurs outside the employee's regular work schedule.

**Section 8.** Nothing in this Article or anywhere else in this Contract shall be construed as a guarantee of a specific number of hours of work per week for any employee covered by this Contract.

## Article 9 Overtime

### **Section 1. Overtime Rate.**

Employees covered by this Contract shall be paid overtime at the rate of 1 1/2 times the employee's regular base hourly rate of pay for all authorized hours actually worked in excess of 40 hours per 7-day workweek.

To earn overtime either as pay or compensatory time, an employee must actually be on duty for the overtime hours. Employees will not be permitted to use paid leave benefits to accumulate hours worked in excess of 40 hours in a workweek or in excess of the regularly scheduled number of hours in a workday. For purposes of counting hours worked up to 40 in a week for computing overtime pay, hours actually worked shall include holidays, vacation, personal leave, and sick leave. However, when a City-designated holiday occurs in a week after an employee has already accumulated 40 or more hours actually worked, those holiday hours shall be used for computing overtime pay.

Hours worked on Emergency Call-in or Standby as provided in this Contract, or hours scheduled and taken as compensatory leave, or any other hours not specified in this Contract as hours actually worked for purposes of computing overtime, shall not be considered hours actually worked for purposes of computing overtime.

### **Section 2. Compensatory Time.**

Compensatory time may be awarded at time and one-half in lieu of overtime pay and may be accumulated up to a maximum balance of 40 hours. No more than 40 hours may be carried over annually. When an employee requests compensatory leave, it shall be scheduled by the supervisors in the same manner as vacation or personal leave. If an employee has requested compensatory time in lieu of pay, it cannot be converted to pay at a later time, except upon termination of employment.

Compensatory time-off balances must be exhausted prior to promotion into a management position.

### **Section 3. Overtime Requirements.**

The City retains the right to require an employee to work overtime after making a reasonable effort to obtain a qualified volunteer(s). No employee shall be required to work more than 12 consecutive hours of work in a 13-hour period.

### **Section 4. Shift Workers.**

- A. **Unscheduled "Call-in"**: A shift worker shall be guaranteed overtime to be paid at the rate of 1 1/2 times the employee's regular base hourly rate of pay when called in to work on short notice on a scheduled day off. This provision shall not apply to shift workers who are designated as a relief operator during the week in which the call-in occurs or to shift workers who volunteer for and are called in to assist with snow removal.
- B. **Scheduled "Double-Back"**: Shift workers will be allowed a minimum of 11 1/2 hours off between the ending of one work shift and the beginning of the next work shift. Shift workers shall be guaranteed overtime to be paid at the rate of 1 1/2 times the

employee's regular base hourly rate of pay for any scheduled hours worked before the completion of an 1 1/2-hour break period, except those hours worked on snow removal duty.

- C. A requirement to work an adjusted schedule or additional hours, with the exception of schedule call-back hours as specified above, shall be counted as hours worked for the purpose of computing overtime, but shall not be considered unscheduled call-in or scheduled double-back hours and shall not result in guaranteed overtime.
- D. The number of hours worked on unscheduled call-in or a scheduled double-back, which are paid as guaranteed overtime, shall not be counted as hours actually worked for purposes of computing additional regular overtime.

#### **Section 5. Nonduplication of Overtime Pay.**

Under no circumstances will a duplication or pyramiding of overtime hours be permitted in the determination of hours actually worked for purposes of computing overtime pay.

### **Article 10 Working in a Higher Classification**

When an employee is temporarily assigned to perform duties by the City which are not contemplated within the scope or function of the employee's own classification, and are the duties of an established City classification with a higher maximum rate of pay than that of the employee's regular assigned pay grade, the employee will be paid an acting pay differential of \$1 per hour, in addition to their regular base hourly rate of pay, for all hours actually worked in the acting capacity. This temporary assignment period and associated acting pay differential shall not exceed six months.

The acting pay differential will not be applied to the use of paid time-off benefits or any other type of leave during the acting period.

### **Article 11 Emergency Call-In Pay**

#### **Section 1. Minimum Pay and Duty.**

- A. An employee who has been called in for emergency duty to work outside of his regular shift schedule shall be guaranteed overtime pay at the rate of 1 1/2 times his regular base hourly rate for all hours worked outside of their scheduled tour. The minimum pay for this emergency duty shall not be less than two hours paid at 1 1/2 times the employee's regular base hourly rate of pay.
- B. Emergency duty begins when the employee reports to the assigned work site ready for work and ends when the employee is released from duty or his schedule duty hours begin, whichever is the earlier.
- C. Temporary modifications to the regular workday to meet emergency or urgent business needs does not constitute an emergency call-in, provided that the employee whose regular workday is modified has already arrived at the workplace, or has not left the workplace to return home, when the modification occurs.

- D. When an employee is called in for emergency duty to work outside of his regular shift, the person making the call shall inform the employee specifically that the duty constitutes an “Emergency Call-In” situation.

**Section 2. Definition.**

An “emergency call-in” is a requirement to report to work on a nonscheduled day or during nonscheduled hours to work an unspecified period of time, provided the employee is requested to report to work as soon as possible after receiving the request.

A requirement that an employee work changed or additional hours, or work in excess of their normal scheduled hours, shall not be treated as an emergency call-in.

**Section 3. Eligibility.**

The employee must report to work within one hour of receiving an emergency call-in request in order to receive the two-hour minimum pay as provided in Section 1.

## Article 12 Standby

**Section 1. Rate.**

When an employee is designated to be on call or standby for a period of one week, he shall receive in addition to his regular base hourly rate, \$220 for a full week, plus pay at the guaranteed overtime rate of 1 1/2 times the employee’s regular base hourly rate for the number of standby hours worked outside of his scheduled work hours, while on standby during the duration of this Contract.

An employee designated to be on call or standby cannot receive standby pay for any hours taken as vacation, sick leave, personal leave, or comp time during the designated period.

**Section 2. Standby Hours Worked.**

- A. Standby hours worked begin when the employee is en route to the work site in a City vehicle and will end when the standby employee vacates the City vehicle upon returning to his ending destination from standby duty. If a City vehicle is unavailable for use while on standby duty, requiring the standby employee to drive their personal vehicle, the beginning and ending of standby hours worked shall be administered in the same manner as if the standby employee was driving a City vehicle. While using a personal vehicle, the standby employee will be required to submit a log of miles driven while on standby duty for mileage reimbursement from the City. Standby employees, who choose not to drive an available City vehicle home while on standby, shall have standby hours worked begin when they enter the City vehicle to proceed to the work site and end when the employee returns to the location where the City vehicle was acquired.
- B. Standby phone calls received at home while on standby duty, not requiring the employee to leave home or report to a specific location, shall be documented as standby hours worked. In order to receive standby pay for phone calls, employees must submit a phone log to their supervisor with the employee’s timesheet.

- C. A requirement to work an extended schedule or additional hours while designated standby shall be considered standby hours worked.

### **Section 3. Rotation.**

Employees shall be scheduled for standby on a rotation basis, unless the employees work under another arrangement, acceptable to the department director and the employee.

### **Section 4. Holiday Standby.**

If standby service shall fall on a regularly authorized holiday, the employee shall receive eight hours holiday pay for that day in addition to the standby pay for the period, plus pay at the guaranteed overtime rate of 1 1/2 times his regular base hourly rate for all hours worked while working standby except for the holidays of Thanksgiving and Christmas. If standby service shall fall on either the actual holiday of Thanksgiving or Christmas, the employee shall be guaranteed overtime rate of two times his regular base hourly rate for all hours worked while working standby.

### **Section 5. Alert Standby Status.**

Employees may be placed on alert standby status for periods of less than one full week when imminent and significant circumstances are anticipated, which may require the prompt mobilization of numbers of employees. Such alert standby status shall be designated for a period of not less than 24 consecutive hours per assignment. When an employee is designated to be on alert standby status, he shall receive, in addition to his base hourly rate, \$25 for each 24-hour assignment. Employees will be notified of being placed on alert standby status by the end of their last regularly scheduled shift. Employees placed on alert standby status shall be compensated for the number of hours on such status according to this Article.

## **Article 13 Promotion**

### **Section 1. Definition.**

Promotion as used in this Contract shall apply to an actual vacancy resulting in the movement of an employee from his present job classification to another job classification within the bargaining unit having a higher maximum regular base hourly rate of pay.

### **Section 2. Probation.**

- A. A promotion shall not be deemed complete until a period of probation not to exceed six months has elapsed. The length of service necessary to qualify an employee for additional promotions/transfers shall not be less than six months in the new position, except that the Mayor shall have the authority to waive the length of service based on individual circumstances. Should a probationary employee be absent from the job for more than 30 days, the probationary period will be extended for a period of time equal to the absence in order to enable the employee to complete his full probationary period.
- B. If, at any time during the probation period, a promotional employee is appraised less than satisfactory in performance, the employee shall be returned to the position from

which he was appointed. The action of returning a promoted employee to their former position is not appealable under civil service procedures.

- C. Should a probationary employee decide within 30 calendar days of promotion to return to his former position, the employee shall make the request to the current department head and shall be returned to their former position within ten calendar days of the request. Should a probationary employee request to return to their former position after the 30-calendar day requirement, the request shall be decided based on the vacancy status of the position.

### **Section 3. Step Placement.**

When an employee is promoted to fill a position, the employee shall be placed into the pay step of the new position which is at least, and closest to, 5 percent higher than the pay step received prior to the promotion. However, if pay step 9 of the new position is less than 5 percent higher than the pay step received prior to the promotion, the employee will be placed at step 9 with the lower percentage increase. The employee will not be eligible for a step increase upon completion of probation, but will be eligible for step progression in the normal prescribed intervals and procedures as defined in Article 7, Wages.

### **Section 4. Anniversary Date.**

The step anniversary date for future step increase eligibility shall be the effective date of the promotion.

### **Section 5. Promotion Posting.**

A circular of information concerning the qualifications or limitations, definition of duties, deadline for applying, and such other data as may be desirable shall be prepared and posted in advance of promotion examinations.

## **Article 14 Transfer**

### **Section 1. Definition.**

A transfer is an employee-initiated request, as the result of a posted vacancy, to either:

- A. Move from one department to another department without a change in job classification; or
- B. Move from one job classification to another job classification having an equal or lower maximum regular base hourly rate of pay.

### **Section 2. Probation.**

- A. A transfer shall not be deemed complete until a period of probation not to exceed six months has elapsed. The length of service necessary to qualify an employee for additional promotions/transfers shall not be less than six months in the transferred position, except that the Mayor shall have the authority to waive this length of service based on individual circumstances. Should a probationary employee be absent from the job for more than 30 days, the probationary period will be extended for a period of time equal to the absence in order to enable the employee to complete the full probationary period.

- B. Should a probationary employee decide within 30 calendar days of transfer to return to his former position, the employee shall make the request to his current department head and may be returned to his former position within ten calendar days, if that former position has not yet been filled or eliminated. Should a probationary employee request to return to their former position after the 30-calendar day requirement, the request shall be decided based on the vacancy status of the position.
- C. If at any time during the probation period a transferred employee is appraised less than satisfactory in performance, the employee may be discharged or reduced upon the recommendation of the department head. The department head shall notify the board at the end of the probation period as to acceptance or rejection of the probationer.

### **Section 3. Step Placement.**

- A. When an employee transfers from one department to another department without a change in job classification, the salary step shall remain the same. The employee will not be eligible for a step increase upon completion of probation, but will progress in steps in the normal prescribed intervals based on the effective date of their last increase.
- B. When an employee transfers from one job classification to another job classification with the same or lower maximum regular base hourly rate of pay, the employee must have completed a minimum of one year of experience in the same field at the same level of difficulty for each step granted above step 1 in the new pay scale. The salary step placement will be made at the discretion of the appropriate department head.

After successful completion of a six-month probation period, the transferred employee may be eligible to advance to the next step. An employee shall only be eligible for such step increase in the event that their regular base hourly rate of pay was reduced at the time of transfer.

### **Section 4. Anniversary Date.**

The employee's step anniversary date for future step increase eligibility will not be adjusted unless there is a change in the employee's regular base hourly rate of pay.

In the event that such employee's regular base hourly rate of pay is changed, the step anniversary date for future step increases shall become the effective date of the transfer.

### **Section 5. Transfer Posting.**

A circular of information concerning the qualifications or limitations, definition of duties, deadline for applying, and such other data as may be desirable shall be prepared and posted in advance of transfer examinations.

## **Article 15 Reclassification**

### **Section 1. Definition.**

Reclassification shall apply to personnel action where no actual vacancy exists, but an employee's job classification and/or pay grade is changed. This personnel action will

result from a management-initiated job audit or reorganization. Reclassification could also occur when an employee in a position obtains required certification for which there is a different classification and pay scale.

Any reclassification action is subject to review and approval by the Director of Human Resources.

### **Section 2. Probation.**

A reclassification shall not require the completion of a probation period. The employee will progress in the normal prescribed intervals based on the effective date of their last increase.

### **Section 3. Step Placement.**

When a reclassification action occurs, the justification for the action taken shall be provided in writing to the affected employee or employees.

When an employee is reclassified to a position having a higher maximum regular base hourly rate, the employee's pay shall be increased to the pay step amount which is at least, and closest to, 3 percent higher than the pay they received prior to the reclassification.

When an employee is reclassified to a position having the same maximum regular base hourly rate, the employee's pay step amount shall remain the same.

When an employee is reclassified to a position having a lower maximum regular base hourly rate, the employee's pay shall be decreased to the pay step amount closest to their present regular base hourly rate. However, when the employee's regular base hourly rate of pay, prior to the reclassification, is greater than step 9 of the newly assigned pay grade, the employee's regular base hourly rate of pay shall be frozen as of the date of the reclassification. The employee's regular base hourly rate shall remain frozen until such time as step 9 of the pay grade assigned to the employee's classification is equal to or greater than the employee's frozen rate of pay. When that occurs, the employee shall be placed into step 9 of the new pay grade assigned to the employee's classification.

When a reclassification occurs in a multi-incumbent classification and incumbents compete for the classification, the salary placement shall be administered in the same manner as a promotion in Article 13, Section 3.

### **Section 4. Anniversary Date.**

When an employee is reclassified to a position having a higher maximum regular base hourly rate, the anniversary date for future step increases shall become the effective date of reclassification. When an employee is reclassified to a position having a lower regular base hourly rate, the employee's anniversary date will not be adjusted.

## **Article 16 Seniority**

### **Section 1. Definition.**

There will be two types of seniority for regular employees covered by this bargaining Contract: City seniority and department seniority.

- A. City seniority shall constitute the time an employee has served continuously as a regular civil service employee starting from the date of hire.
- B. Department seniority shall constitute the time the employee has served in the department starting from the date of hire in that department.

**Section 2. Regular Part-Time.**

Seniority for regular part-time employees shall be accrued on the basis of hours paid in a calendar year. One year of seniority shall equal 2,080 hours excluding overtime hours.

**Section 3. Seniority Date.**

Upon satisfactory completion of the entrance probationary period, the employee will have his seniority dated back to the beginning of his employment.

**Section 4. Retention of Departmental Seniority.**

The employee will retain previous departmental seniorities when transferring; however, previous departmental seniorities will not be combined for purposes of bumping in the layoff provisions.

**Section 5. Promotion Out of the Unit.**

Bargaining unit employees who are promoted to supervisory positions out of the bargaining unit shall retain, but not accrue, bargaining unit seniority while occupying their supervisory positions. These supervisory employees may exercise that seniority in the event a return to the bargaining unit is required and may return to their previously held bargaining unit classification.

**Section 6. Loss of Seniority Rights.**

An employee will lose all seniority rights for any one or more of the following reasons:

- A. Voluntary resignation.
- B. Discharge for just cause.
- C. Layoffs for a continuous period of more than two years.
- D. Failure to report to work within ten working days from the date the City sends notification of callback by certified mail to the employee's last known address. To protect his seniority, it is the employee's responsibility to keep the Human Resources department informed of his current address and telephone number.
- E. Retirement from City service.

**Section 7. Seniority and New Hire Lists.**

On or about the first day of January, April, July, and October, the City will furnish the president of MEA/AFSCME Local 519 an updated seniority list of all covered employees and a list of covered employees hired in the preceding quarter. The City will provide a list of new covered employees on a monthly basis.

The seniority listing is to include employee hire date, name, and home address. The new hire listing is to include employee name, job classification, department, hire date, and home address.

## Article 17 Layoff, Rehiring after Layoff

### **Section 1. Determination of Force Adjustment.**

Whenever, in the judgment of the City, there exists an occasion to adjust the workforce, the City shall determine the extent of the adjustment required, the effective dates, and the department and the job classifications affected within the department.

### **Section 2. Procedures.**

#### **Step 1.**

- A. Thirty working days prior to the effective date of the force adjustment, the City shall give notice to the Union and the affected employees of the intention to adjust the workforce and of any job vacancies which it determines are available to the affected job classifications or work group(s). The City shall offer to the employee(s) in the affected job classification their choice of available vacancies (except those vacancies in those job classifications with a higher maximum regular base hourly rate of pay) in seniority order, subject to the City's determination of the employee's ability to meet the job requirements and to perform satisfactorily. The employee shall have a maximum of five calendar days to indicate the choice of available vacancies. The employee will be required to meet a six-month probationary period if the job offer is accepted. An employee who declines a job offer as provided in this section shall not lose his right to claim a job per the provisions of Section 6 of this Article.
- B. If the employee is placed as provided in Section 2, step 1A, and fails to perform satisfactorily, it shall result in his being placed on layoff status with the right to recall only to his regular job or a job he is capable of performing as determined by the City.

**Step 2.** If, after making job offers as provided in Section 2, step 1, of this Article, there remains a need for further reductions, the City will lay off regular employees in the affected job classifications or work group(s) provided that the employees shall be laid off in the inverse order of their seniority.

#### **Step 3.**

- A. An employee who is notified by the City that they are to be laid off and who has at least one year of City seniority shall have the right to claim a job with the same job title in any department or a job in an equal or lower classification in their department which the City determines they are qualified for and is able to perform satisfactorily after a reasonable training period. When an employee exercises bumping rights within their department, the employee whose job is claimed must have less departmental seniority. The least senior employee in the department who is bumped may elect to bump any job in the City held by an employee with less than five years of service and for which the City determines the employee is qualified. An employee may use previous departmental seniorities to claim a job previously held in another department. When an employee exercises bumping rights to another department, the employee whose job is claimed must have less City seniority than the employee who claims it and be the least senior of all employees in that job title.

- B. An employee who displaces another employee will have ten working days in which to demonstrate his ability to satisfactorily perform the work.
- C. If the employee who exercised bumping rights as provided in Section 2, step 3A, of this Article fails to perform satisfactorily, it shall result in their being placed on layoff status with the right to recall only to their regular job or a job they are capable of performing as determined by the City.
- D. Supervisors who are promoted out of the bargaining unit and remain in civil service with the City shall retain, but not accrue, bargaining unit seniority and may exercise that seniority in the event a return to the bargaining unit is required. The supervisor will be entitled to return to their previously held bargaining unit classification.
- E. Employees of the Minnehaha Library system who enter the employment of the City of Sioux Falls, as the result of the merger of the County and City Library systems in 1995, shall retain their county employment seniority as City seniority for purposes of layoff and reinstatement.

### **Section 3. Reinstatement.**

- A. The employee who is actually laid off shall be placed on a reinstatement eligibility list for two years. The laid-off employee may bump temporary or seasonal employees performing duties for which the laid-off employee may qualify.
- B. When openings arise that are equal to or lower than the position from which the employee was laid off, the laid-off employee will be called back to work in order of City seniority under the following conditions:
  - 1. The laid-off employee had one or more years of service at the time of the layoff.
  - 2. The period of time elapsing since the layoff has not exceeded two years.
  - 3. The opening is within the laid-off employee's classification at the time of the layoff or a job they are capable of performing as determined by the City.
  - 4. The laid-off employee shall accept and be available for reemployment within seven calendar days after the offer of reemployment. No probationary period will be required.

### **Section 4. Vacancy Notification.**

- A. Laid-off employees will be notified of any vacancies that are not filled by callback and allowed to apply for those positions.
- B. The City agrees not to hire any temporary, seasonal, or emergency employees until qualified laid-off employee(s) have been notified and offered these positions. Laid-off employees shall have a maximum of three working days to accept or reject these noncivil service positions.

### **Section 5. Obligation of Employee and City.**

It shall be the obligation of the laid-off employee to keep the City advised of their home address. The City shall be deemed to have complied with the provisions of this Article upon mailing the offer of reemployment to the last known address of the laid-off employee by registered or certified mail, return receipt requested.

## **Section 6. Limitation of Laid-off Status.**

Whenever this Article refers to reinstatement of laid-off employees, only those employees that have been laid off for less than two years will be considered or affected. Employees laid off for two years or more shall not be considered "laid-off employees" nor will they be considered for reinstatement.

## **Section 7. Benefits.**

- A. Any employee that is laid off and later reemployed by the City must apply for and qualify for health insurance coverage as a new employee unless reemployed within 18 months of layoff, provided the employee retains and pays for said coverage during the 18-month period of layoff.
- B. Pension benefits may be reinstated in accordance with Chapter 39 of the City Code of Ordinances.
- C. Laid-off employees who are reemployed by the City within two years since their layoff will have their sick leave accrual reinstated and the employee will earn sick leave at the present accrual rate.
- D. When an employee is laid off from the City's service, they will be paid in full for vacation hours earned to date. If an employee is reemployed with the City before two years have elapsed since the layoff, that employee will begin to accrue vacation leave at the same rate as when that employee was laid off.

## **Section 8. Seniority.**

All seniority rights will be retained, but not accumulated during layoff, and reinstated upon reemployment within two years from the date of layoff.

## **Section 9. Step Placement on Recall.**

Employees called back to their former positions will receive their former regular base hourly rate of pay and all increases in pay which were applied during the period of layoff. Employees called back to work in a different job title with the same or lower maximum rate of pay shall be placed as specified in the Transfer Article, Article 14, Section 3B.

# **Article 18 Leaves of Absence**

## **Section 1. Approval and Length.**

The department director shall have authority to approve, up to a maximum of 14 consecutive calendar days, an unpaid leave of absence to an employee who has been in the service of the City for more than 18 months, including time on probation. Requests for unpaid leaves of absence for a duration longer than 14 calendar days shall also require the approval of the Director of Human Resources. No leave of absence, whether granted, extended, or continued, shall exceed one year, except as otherwise provided in this Article. Requests for unpaid leave will only be considered in the event that the employee has used all available paid leave time; i.e., vacation, personal leave, compensatory leave, etc. Time off without pay, without requiring the employee to first use all available paid leave time, will be permitted only where specifically noted in this Contract.

Leaves of absence without pay from duty shall in no case be granted to an employee who has been in the service of the City for less than 18 months, including time on probation, immediately preceding his time of leave, except in case of absence on the grounds of sickness, disability, military leave, family/medical leave as set forth in this Contract, or urgent necessity.

An employee on an authorized unpaid leave of absence is not guaranteed reemployment at the termination of the leave except as specifically otherwise provided in this Contract or by state or federal law.

### **Section 2. National Emergency.**

In time of national emergency, an employee of the City, at the discretion of the Mayor, may be granted a leave of absence to permit them to engage in work for the United States which may reasonably and fairly be defined as aiding in the national defense of the United States. This leave of absence, if granted by the Mayor, shall be for a period of time as may be necessary to permit the employee to complete the service for the United States government, together with any additional time, not exceeding 90 days, as may be reasonably necessary to enable the employee to resume his duties with the City; but the leave of absence may only be granted upon written request of the government of the United States or any of its authorized agencies. (See Article 20, Military Service Leave.)

### **Section 3. Benefit Accruals.**

An employee on an approved unpaid leave of absence annually exceeding 30 calendar days shall continue to accrue seniority through the 30th day of leave and shall retain his seniority as of that day. Seniority shall not be accumulated following the 30th day of unpaid leave annually except as specifically provided by state or federal law.

Sick leave or vacation leave time shall not be accumulated during an authorized unpaid leave of absence of one or more hours or while receiving pay subsidy through the City's Sick Leave Assistance Program.

When an employee is suspended without pay for just cause, or absent without authorization, all accruals of vacation and sick leave will be suspended as well for the entire period of unpaid absence.

### **Section 4. Extension of Probation.**

Should any probationary employee be absent from the job for an approved leave without pay, the probationary period will be extended to enable the employee to complete their full probationary period.

### **Section 5. Unapproved Absence.**

Absence from duty without leave or failure to report after leave has expired or has been disapproved, revoked, or canceled shall be grounds for suspension, reduction, or discharge.

### **Section 6. Medical Benefits.**

Except as otherwise provided in this Contract or by state or federal law, health/dental insurance coverage may be continued during an authorized leave of absence without pay, so long as the employee continues to pay 100 percent of the premium for that coverage at the City group insurance rates one month in advance of coverage.

## **Section 7. Legislative Leave.**

As provided in SDCL 2-4-1.1, the City shall grant a temporary leave of absence without loss of job status or seniority resulting therefrom to any employee who is a member of the state legislature in order that the employee may perform any official duty as a member of the legislature. This temporary leave of absence may be taken without pay or the employee may use available paid time-off benefits.

## **Article 19 Family/Medical Leave**

### **Section 1. Eligibility.**

The Family and Medical Leave Act (FMLA) requires the City to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons during a 12-month period. Employees are eligible for FMLA leave if they have worked for the City for at least one year and worked 1,250 hours over the previous 12 months.

### **Section 2. Use of Paid Leave Benefits—Concurrent With FMLA.**

The City requires employees to use paid leave benefits before unpaid leave may be granted. FMLA regulations require that an eligible employee be granted FMLA leave at the time a qualifying family or medical event occurs, whether the employee has paid leave available to him or not.

If an employee has available paid leave benefits at the time family/medical leave is required, the family/medical leave will run concurrently with the use of those paid leave benefits until they are exhausted or until the available 12-week FMLA leave period ends, whichever comes first. Use of eligible paid leave benefits for FMLA events as detailed in this article must comply with the City's policies/definitions for use of paid time-off benefits. If an employee's available paid leave benefits are exhausted prior to the end of the 12-week FMLA period, the remainder of the period shall be granted as unpaid leave.

### **Section 3. Reasons for Taking FMLA Leave—Family, Medical, and Military.**

The following conditions represent qualified FMLA leave:

#### **Family Leave:**

- A. For birth of a son or daughter and to care for the newborn child.
- B. For placement of a son or daughter for adoption or foster care.

#### **Medical Leave:**

- A. To care for the employee's spouse, son or daughter, or parent who has a serious health condition.
- B. Because of a serious health condition that makes the employee unable to perform the employee's job.

## **Military Leave:**

- A. Because of any “qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation; or
- B. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious injury sustained in the line of duty on active duty is entitled up to 26 weeks of leave in a single 12-month period to care for a service member.

## **Section 4. Use of City Leave Benefits.**

If an employee has available paid leave benefits at the time family medical leave is required, the family medical leave will run **concurrently** with the eligible use of those paid leave benefits until they are exhausted or until the available 12-week FMLA leave period ends, whichever comes first. Use of leave during the FMLA period can be taken incrementally or consecutively. If an employee’s available paid leave benefits are exhausted prior to the end of the 12-week FMLA period, the remainder of the period shall be granted as unpaid leave. Usage of City leave benefits per qualified FMLA event is detailed below:

- To care for an employee’s newborn child. (Family Leave)
  - Eligible paid time-off benefits include vacation leave, personal leave, and comp time. This leave can be taken any time within one year of the child’s birth.
- To care for the mother following the birth of a child. (Medical Leave)
  - Eligible paid time-off benefits include up to eight weeks of sick leave immediately following the birth of a child to “care for the mother” due to the medical event of delivery of a child. The mother must be the employee or the spouse of the employee. Any leave beyond the eight weeks (postpartum) of medical leave will be considered family leave and eligible time-off benefits include vacation leave, personal leave, comp time, or leave without pay.
- For placement of a son or daughter for adoption or foster care. (Family Leave)
  - Eligible paid time-off benefits include vacation leave, personal leave, and comp time. This leave can be taken any time within one year of the child’s placement.
- To care for the employee’s spouse, son, daughter, or parent with a *serious health condition*. (Medical Leave)
  - Eligible paid time-off benefits include sick leave, vacation leave, personal leave, and comp time.
- Because of a *serious health condition* that makes the employee unable to perform the functions of the employee’s job. (Medical Leave)
  - Eligible paid time-off benefits include sick leave, vacation leave, personal leave, and comp time.
- Because of any “qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an

impending call to active duty status, in support of a contingency operation. (Family Leave)

- Eligible paid time-off benefits include: vacation leave, personal leave, and comp time.
- An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious injury or illness incurred in the line of duty on active duty is entitled up to 26 weeks of leave in a single 12-month period to care for a service member. (Medical Leave)
  - Eligible paid time-off benefits include sick leave, vacation leave, personal leave, and comp time.

### **Section 5. Requesting Leave and Notice Requirements.**

- A. In the case of FMLA family leave taken for the care of a healthy newborn child, newly adopted child, or newly placed foster child, the leave may be taken in a single period, or intermittently not to exceed 12 weeks, which must commence within 12 months after the date of the child's birth or placement for adoption or foster care. The employee is required to submit to the City, prior to the commencement of the FMLA family leave, a signed statement that he intends to return to his position upon expiration of the leave. In addition, the employee must provide at least two weeks' advance notice of the date he intends to return to work. Circumstances may require that FMLA family leave for the birth of a child, or for placement for adoption or foster care, begin prior to the actual birth or placement.
- B. An employee requesting FMLA medical leave for the serious illness of a child, spouse, or parent or for his own personal serious health condition will be permitted to take the 12 weeks of FMLA leave either consecutively or intermittently. Each time FMLA leave is requested on this basis, the employee must request the FMLA leave, except where leave is not foreseeable, at least two weeks prior to the date the leave is to begin. The employee may be required to provide written certification from a medical physician describing the nature of the health condition and its probable duration. The employee must also provide the employer with two weeks' notice prior to return to work date, whenever practicable.

### **Section 6. Medical Certification and Recertification.**

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met. The City may require medical certification to support a request for leave because of a serious health condition and may require second or third opinions (at the City's expense) and a fitness for duty report prior to returning to work.

The City may require recertification no more frequently than every 30 days unless (a) employee requests extension; (b) circumstances change significantly; and (c) employer doubts validity of the certification or the employee's stated reason for the absence. Certification and recertification when required will be at the employee's expense. No second or third opinion on recertification can be required.

### **Section 7. Health Plan Benefits—Returning From Leave.**

Health/dental insurance benefits will be maintained for the employee during the family/medical leave period provided that the employee continues to pay the employee portion of the premium for that insurance at least one month in advance of the coverage. If the employee chooses not to return to work for reasons other than a continued serious health condition, or other circumstances beyond the employee's control, the employee will be required to reimburse to the City the amount paid for the employee's health insurance premium during the leave period.

Employees returning from family/medical leave shall be returned to their previous position, or a similar position, with the same rate of pay as they received prior to the commencement of the unpaid family/medical leave.

### **Section 8. Administration.**

In all cases, it is the employer's responsibility for determining whether leave qualifies as FMLA. The City may inquire as to the nature of the need for leave in order to assess the application of FMLA. Except as otherwise provided in this Article, all family/medical leave will be administered according to the requirements of the Family and Medical Leave Act and the National Defense Authorization Act.

## **Article 20 Military Service Leave**

### **Section 1. Request for Military Leave of Absence.**

An employee who wishes to be granted military leave of absence must submit the request and a copy of his official orders or other records from the military service to his immediate supervisor or department head prior to the dates of attendance. If the reservist or National Guard member submits a copy of his official annual training schedule prior to the beginning of the year's military activities, the employee need only submit separate requests and orders for those training duties not included on the annual schedule or when the annual schedule is modified.

### **Section 2. Active Duty.**

An employee who enlists or is called into active duty for the military service of the United States or who, in time of national emergency, voluntarily enlists for active duty shall be granted military leave for the time necessary to permit completion of the military service.

In order to have reemployment rights, a person leaving active duty in the military service of the United States must apply to the City for reemployment within the allowable time periods established under the Uniformed Services Rights and Reemployment Rights Act (USERRA) of 1994.

### **Section 3. Reserve or National Guard: Initial Active Duty for Training, Annual Encampment, Weekend Drill, and Other Training Duty.**

An employee who enlists as a reservist or a member of the National Guard shall be granted time off without pay for initial active duty for training, annual training encampment, weekend training drills, and other active and inactive training duty.

The reservist or National Guard member must report back to his civilian job at the beginning of his first regularly scheduled shift on the first day after the completion of initial active duty for training or other training duty plus the necessary travel time to return from the training site to the place of employment. He is also entitled to a reasonable rest time and a reasonable time thereafter if return is delayed by factors beyond his control. If an employee fails to report to his job within this specified time period, he may be subject to the penalties which would be imposed on any employee who is tardy or absent without permission.

If an employee separates his employment with the City in order to enlist in the Reserves or National Guard, he must reapply to the City within 31 days after his separation from initial active duty for training in the Reserves or National Guard in order to retain reemployment rights.

#### **Section 4. Seniority Rights.**

During an unpaid military leave of absence, the seniority of an employee, for purposes of accrual and vesting rights, shall continue and accumulate in the same manner and to the same extent as if said leave of absence had not been granted and the employee had been continuously in the employ of the City. An employee on military leave of absence shall be entitled to all rights and benefits as are defined by applicable federal statutes.

Employees activated to service by the President of the United States because of war or reasons attributed to the war on terrorism may be eligible to receive pay augmentation in such cases where their base military rate of pay is less than the base rate of pay received from the City at the time they went on active duty. When an employee's base military pay is less than the employee's base City pay at the time of activation, the employee may be eligible for payment for the difference under the following provisions and/or guidelines:

- (1) Pay augmentation will be based upon the employee's base hourly/biweekly rate and monthly military base rate as of the date of activation.
- (2) Pay augmentation shall begin the first full day following activation.
- (3) Activated employees who use paid time-off benefits in any given month are not eligible for the pay augmentation for that month as described in this subsection.
- (4) Hours actually worked in any full month while activated shall be deducted from any pay augmentation.
- (5) Any COLA adjustments, as agreed to in the current labor Contract between the City and AFSCME Local 519, shall be included when determining eligibility for any monthly pay augmentation.
- (6) Those employees eligible to receive pay augmentation must submit the actual monthly military pay stub to the City. Once the calculations have been computed, the City will provide such payment in the next available scheduled pay period.
- (7) Employees who are eligible and receive pay augmentation, as set forth in this subsection, will have the employee pension contribution temporarily suspended only for purposes of pay augmentation as described in this subsection.

- (8) Employees activated to service pursuant to this section shall be entitled to accrue sick and vacation leave benefits, subject to the limitations in this Contract, as if they had remained in continuous service to the City.

**Section 5. Probationary Employee.**

An employee who is serving on probation may likewise be granted a military leave of absence under the provisions of the above sections of this Article.

**Section 6. Applicable Statutes.**

Any employee who participates in any branch of the military service of the United States is covered by and subject to Federal Statute, U.S. Code Title 38, Chapter 43, and all other applicable statutes.

## Article 21 Funeral Leave

**Section 1. Leave.**

An employee who has to make arrangements for or attend a funeral, or has to attend to estate business following the funeral, during his regularly scheduled work hours shall be permitted to use up to five days of sick leave for that funeral. This five-day limit for a single funeral may be extended at the discretion of the department head. An employee will be allowed to use up to a maximum of ten days of sick leave as funeral leave in one calendar year.

Any additional time required to make arrangements for or to attend a funeral, or to attend to estate business following a funeral, may be taken as vacation, compensatory leave, personal leave, or time off without pay.

**Section 2. Notification.**

The employee shall provide notification to his immediate supervisor prior to taking time off for funeral leave.

## Article 22 Personal Leave Days

**Section 1. Hours Granted.**

- A. A regular full-time employee who is on the payroll as of January 1 or hired between January 1 and June 30 shall be granted 16 hours of personal leave for that year.

An employee hired between July 1 and November 30 shall receive eight hours of personal leave for the year in which he is hired.

An employee hired after December 21, 1981, and before January 1, 2001, is eligible for an additional eight hours of personal leave per calendar year.

An employee hired on or after December 1 shall not be eligible for personal leave for the year in which he is hired.

- B. A regular part-time employee shall receive prorated personal leave based on the number of regular paid hours in the preceding year in comparison to 2,080 regular paid hours for regular full-time employee for the same period. In the first year of part-time status, an employee's personal leave will be prorated based on the number of paid hours in their regular work schedule.

**Section 2. Hours Taken.**

There shall be no restrictions on use of personal leave, except as specified in this Contract. When an employee requests personal leave, it shall be scheduled by supervisors in the same manner as time off. Personal leave shall be taken in increments of not less than one hour.

Personal leave hours shall not carry forward from one calendar year to the following calendar year.

**Section 3. Preference.**

An employee hired after December 21, 1981, and before January 1, 2001, who is eligible to receive the additional eight hours of personal leave may select pay for the day. Payment shall be made at the employee's base hourly rate compensated for in the first payday of December of the eligible year. The personal leave pay will be calculated using 8 hours for regular full-time employees and prorated for regular part-time employees based on the ratio of hours scheduled weekly to 40 hours.

To receive the personal leave pay, the employee must indicate a preference to receive the pay on his time sheet in the last pay period of the year preceding the eligible calendar year. If the employee does not indicate personal leave pay, the day will be a personal leave day off. If an employee elected to receive pay for their personal leave day and the employee then separates employment before the first payday of December, their personal leave pay will be included in their final paycheck.

**Section 4. Separation.**

Upon discharge, resignation, retirement, or death, personal leave not used shall not be compensated for in cash nor shall the date of separation be extended through the use of unused personal leave.

**Article 23  
Vacations**

**Section 1. Eligibility.**

- A. Regular full-time employees of the City shall be granted vacation with pay based on the employee's years of service with the City. Such vacation leave shall accrue on a monthly basis.
- B. Vacation leave accrual shall begin with the employee's first day of regular civil service employment with the City, but may not be used until the employee has completed six full months of continuous employment.

**Section 2. Accrual Schedule.**

- A. An employee shall receive a full or prorated vacation benefit with full pay based on the following schedule, and each new level in the schedule shall become effective in the month in which the employee’s employment anniversary date occurs, and available for use on the first day of the following month:

<b>Years of Service</b>	<b>Monthly Accrual Level</b>
0 but less than 3	6.75 hours
3 but less than 4	8.00 hours
4 but less than 5	9.00 hours
5 but less than 10	10.00 hours
10 but less than 11	10.75 hours
11 but less than 12	11.50 hours
12 but less than 13	12.00 hours
13 but less than 14	12.75 hours
14 but less than 15	13.50 hours
15 but less than 16	14.00 hours
16 but less than 17	14.75 hours
17 but less than 18	15.50 hours
18 but less than 19	16.00 hours
19 years and over	16.75 hours

- B. The maximum vacation earned in any one month shall not exceed the provisions of the above schedule.

**Section 3. When Taken.**

- A. Vacation shall be taken at the time the director or his designee shall designate. In designating vacation time, the seniority and preferences of employees shall be followed unless absence of the employee will impede the operation of the department.
- B. Vacation leave must be taken in increments of 15 minutes or more, unless less than 15 minutes of vacation is available in which case the employee must take the remaining vacation in a single increment.
- C. Employees may schedule vacation prior to its anticipated accrual, but may not use vacation until after it has been accrued as specified in this Article.
- D. Vacation time shall not be scheduled or used in any manner for purposes of extending an employee’s official date of separation from the City.

**Section 4. Regular Part-Time.**

A regular part-time employee shall be entitled to that vacation provided for by this Article prorated according to the number of regular paid hours in the calendar month preceding the most recently completed calendar month, not including any overtime hours.

**Section 5. Illness While on Vacation.**

When an employee becomes ill or is injured or quarantined while on vacation, the period of such illness, injury, or quarantine may be charged to sick leave if the employee submits

a written certification from a medical doctor or other recognized practitioner confirming his illness, injury, or quarantine as specified in the Sick Leave Article of this Contract.

**Section 6. Maximum Balance and Payment.**

- A. Regular full-time employees may accumulate vacation as set forth in Section 2 of this Article without limitation, provided that as of December 31 of each calendar year the employee's maximum balance of unused vacation shall not exceed 240 hours. Any unused vacation hours remaining in an employee's accumulated balance in excess of 240 hours as of 12 midnight on December 31 of each year shall be forfeited, except as specifically set forth in this Article. For employees hired after December 31, 2011, the maximum balance of unused vacation in any circumstance detailed in this Article shall not exceed 201 hours.
- B. In the event of discharge, resignation in good standing, or in the event of death, any vacation time the employee has accumulated and not used before the date of separation from his employment, up to a maximum of 240 hours, shall be paid at the employee's regular base hourly rate as of the date of separation to the employee or to the surviving spouse or if no spouse survives, to their estate. Under no circumstances shall payment be made for accumulated vacation in excess of 240 hours except as specifically provided in this Article.

In the event of death while employed, any vacation balance accrued shall be paid to the employee or their estate at the employee's regular base hourly rate as of the date of death.

- C. Except as specifically set forth in this Article, no payment may be made in lieu of vacation.

**Article 24  
Pensions**

Pensions shall be governed by City Ordinance Chapter 39, "Personnel Regulations and Benefits; Retirements and Pensions," and South Dakota Codified Law Chapter 9-16.

**Article 25  
Holidays**

**Section 1. Definition.**

Holidays shall mean days in which employees of the City, whose services are not essential on holidays, are permitted to absent themselves from work with pay.

**Section 2. Eligibility.**

Regular part-time and regular full-time employees are eligible for holiday pay from their first day of employment. An employee shall not be paid holiday pay for holidays which occur during an approved unpaid leave of absence. If a holiday immediately precedes or follows the approved unpaid leave of absence, the employee must work or be on authorized paid leave the regularly scheduled workday preceding or following the holiday, whether scheduled to work on the holiday or not, to be paid for that holiday.

An employee on unauthorized leave or suspension without pay the workday before a holiday falls, if not scheduled to work on the holiday, or if on unauthorized leave or suspension on the holiday if scheduled to work on that day, shall not be paid for the holiday.

**Section 3. Designated Holidays.**

A. The following days are established as official holidays of the City:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Native American Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

B. When an official holiday falls on Sunday, the following Monday shall be designated as a substitute holiday and observed as an official holiday.

When an official holiday falls on Saturday, the preceding Friday shall be designated as a substitute holiday and observed as an official holiday.

**Section 4. Holiday Pay.**

- A. Regular full-time employees shall receive for the day on which a designated holiday is observed (pursuant to Sections 2 and 3) eight hours pay at the employee's regular base hourly rate of pay.
- B. Regular part-time employees shall earn holiday pay prorated according to paid regular hours in the preceding year in comparison to regular full-time employee accrual as provided in this Article. In the first year of part-time status, an employee's holiday pay will be prorated based on their regular work schedule.
- C. An employee on paid authorized leave during a period in which a holiday falls shall be considered on holiday leave for that day, except as otherwise provided in this Contract.
- D. Employees who are required to work the actual holiday of Thanksgiving or Christmas shall be paid at the rate of two times his regular base hourly rate for all hours worked on Thanksgiving and Christmas. Since all hours worked on Thanksgiving and Christmas are paid at two times the employee's base hourly rate, these hours shall not be counted as hours actually worked for purposes of computing overtime.

**Section 5. Shift Workers.**

- A. Shift workers will receive eight hours of holiday pay at their regular base hourly rate of pay for the day on which a designated holiday is observed pursuant to Sections 1, 2, 3, and 4 above.
- B. In addition to the holiday pay pursuant to Section 4 above, shift workers who are scheduled to work on a designated holiday as provided in Section 3 above shall be

guaranteed overtime pay at the rate of 1 1/2 times the employee's regular base hourly rate for the number of hours worked on the designated holiday.

- C. Shift workers who are required to work the actual holiday of Thanksgiving or Christmas shall be paid at the rate of two times his regular base hourly rate for the number of hours worked on the actual holiday. Any hours paid at the rate of two times his regular base hourly rate on either of these holidays shall not be counted as hours actually worked for purposes of computing overtime.
- D. If an employee is unable to work on a designated holiday which had been scheduled as a day of work, he will be paid holiday pay for that day but may not also use sick leave pay, vacation, personal leave, or other paid time-off benefits for the same day.
- E. Relief operators shall observe holidays pursuant to Section 3 above and may be scheduled off work on the day the designated holiday is observed. If the designated holiday is observed on either Friday or Monday pursuant to Section 3B, and the relief operator is scheduled to work on the official holiday as set forth in Section 3A on Saturday or Sunday, he will be scheduled to work a full regular work schedule on days other than the observed designated holiday, provided the employee actually works all hours scheduled in that week and is not absent on paid or unpaid leave.
- F. Other sections of this Article apply to shift workers only as specifically noted.

## Article 26 Sick Leave

### **Section 1. Definition.**

Sick leave is defined to mean the absence of an employee because of illness, injury, or attendance upon a member of immediate family due to illness or injury; provided that no employee, unless officially assigned to special duty, shall be granted sick leave for any injuries or illness resulting from any employment other than that required in the course of his assigned duties.

Employees who are discharged from military duty orders will be allowed to use sick leave for absences due to injury or illness associated with their military duty as long as such member is not otherwise receiving other benefits such as incapacitation pay through the military. If an employee is receiving military benefits or pay during such absences, they may not use sick leave simultaneously.

An employee shall receive full compensation during sick leave provided that in no case shall such pay be in excess of the amount an employee would receive in a scheduled workweek.

If an employee must be absent because of illness, injury, or attendance upon a member of immediate family due to illness or injury as provided in this Article, the employee may not substitute vacation, personal leave, compensatory time off, or other paid time-off benefits in lieu of sick leave, unless the use of an alternative paid time-off benefit has been preapproved at least 14 calendar days prior to the beginning of the absence, or unless all available sick leave has first been exhausted in a manner consistent with this Article or as may otherwise be specified in this Contract.

## **Section 2. Definition of Immediate Family.**

For purposes of sick leave usage, immediate family shall mean child, spouse, parent, spouse's parent, or dependent residing in the employee's home, or an employee's grandparent, grandchild, or sibling afflicted with a serious medical condition.

## **Section 3. Investigation.**

Sick leave shall be granted as a privilege and not a right, and the claim of such leave shall be subject to such investigation as the department director deems necessary.

If sick leave appears to be abused or when an employee consistently uses sick leave in conjunction with days off or as it is earned, the employee requesting sick leave may be required to furnish proof of illness as described in Section 7 of this Article. Abuse of sick leave privileges constitutes grounds for disciplinary action.

## **Section 4. Eligibility and Accrual.**

- A. Eligibility for use of sick leave shall begin after appointment and accrual of benefit.
- B. A regular full-time employee shall accrue sick leave at the rate of 3.70 hours for each full two weeks of completed service.
- C. A regular part-time employee shall accrue sick leave prorated according to the number of regular paid hours worked in the two-week pay period in comparison to the number of regular full-time hours in that same two-week pay period.
- D. Each employee shall have deducted from their accumulated sick leave one hour for each hour of absence while on sick leave.
- E. Sick leave shall not be scheduled or used in any manner for purposes of extending an employee's official date of separation from the City. This shall not apply to FMLA-qualified events.

## **Section 5. Employee Notification.**

An employee taking sick leave shall immediately report or cause to be reported his absence from work to the department director or immediate supervisor of the department prior to the beginning of the employee's regularly scheduled shift, and upon return to work shall immediately report such fact.

## **Section 6. Outside Employment.**

When an employee reports to the City that they are unable to work due to personal sickness, the employee is prohibited from using sick leave benefits if they engage in outside City employment duties the same day. However, where an employee reports back to the City worksite and finishes working at least 50 percent of their regularly scheduled daily hours, the employee may engage in outside employment duties the same day without jeopardizing use of sick leave benefits. Nothing in this section is intended to restrict or modify any other express sick leave provision in this Contract.

## **Section 7. Health Care Provider Certificate.**

The department director or the Director of Human Resources may require that sick leave be granted only by a certificate evidencing the sickness, signed by the employee's

attending medical doctor, or the authority may require the employee to report to the City-designated medical doctor for a physical examination.

In any event, no sick leave with pay, for personal illness, or for attendance upon a member of the immediate family requiring the employee's care or attendance shall be granted for a period longer than three consecutive workdays unless a certificate from a duly licensed health care provider is presented to the department director or Director of Human Resources.

This certificate must be from the attending health care provider and must include a written statement indicating medical necessity for the employee's absence on the specific date(s) due to personal illness or attendance upon a member of his immediate family.

If the employee is absent due to an FMLA-qualified circumstance, the paid or unpaid sick leave absence will be designated as FMLA leave and treated in accordance with Article 19, Section 4, of this Contract.

At the discretion of the department director or his designee, absence from work because of illness of a person other than those listed in Section 2 of this Article will have to be taken as vacation, personal leave, compensatory leave, and any other paid leave that may be available, or leave without pay as provided for in the Leaves of Absence Article, or as may be otherwise provided in this Contract.

#### **Section 8. Physician/Dental Appointments.**

Sick leave may be used while actually attending either physician or dental appointments, provided the appointment has been scheduled during the employee's regularly scheduled work hours.

#### **Section 9. Annual Sick Leave Payout.**

A. An employee hired prior to December 21, 1981, who does not take the full amount of sick leave granted in any one calendar year may accumulate the amount from year to year. When the employee has accumulated a sick leave balance of 1,104 hours, such employee shall be paid for up to 48 hours of his accumulated sick leave in that year and each year thereafter and continues to maintain the minimum sick leave balance of 1,104 hours. To be eligible for the annual sick leave payout, the employee must be employed by the City for the entire calendar year in which the eligibility occurs. In the year in which an employee is eligible for and will receive payment for sick leave payout at retirement as provided in Article 28, Sick Leave Payout at Separation, the employee will not be eligible for the annual sick leave payout as provided in this Article.

This payment of accumulated sick leave will be paid at the employee's regular base hourly rate as of December 31 of the same calendar year in which the payout was earned.

This payout will be made to the employee by no later than the third paycheck paid in the year following the year the payout was earned.

B. Any employee originally hired after December 21, 1981, will not be eligible for an annualized sick leave payout, but may accrue sick leave without limitation on maximum accumulation.

## Article 27

### Substance Abuse Prevention Policy

**Section 1.** The City of Sioux Falls (the City) is committed to provide a safe, healthy, and productive work environment. Therefore, to meet this objective, as well as our obligations under applicable federal and state laws, the City has a Substance Abuse Prevention Policy and program that provides the City with reasonable measures to ensure that an employee drug or alcohol problem does not jeopardize the successful operation of City business, or otherwise negatively affect the City, our employees, or the general public.

The City of Sioux Falls has a compelling proprietary interest in establishing reasonable conditions of employment. Prohibiting employee illegal drug use is one such condition. The City of Sioux Falls is concerned with the well-being of its employees, the successful completion of City missions, and the need to maintain employee productivity. The intent of the policy is to offer a helping hand to those who need it, while sending a clear message that any illegal drug use or working while under the influence of alcohol is quite simply incompatible with municipal employment.

A violation of the policy, even a first offense, will serve as the basis for discipline, up to and including termination. The degree of the discipline administered will depend on the circumstances of each case. The extent and type of action taken with an employee who violates the City's drug- and alcohol-free workplace policies will be based upon:

- a. The seriousness of the violation or offense.
- b. The employee's past employment and performance record.
- c. The impact of the violation upon the employee's future job performance.
- d. The employee's willingness to participate in controlled substance or alcohol abuse assistance and rehabilitation.

However, employees need to be aware that certain offenses including, but not limited to, possession, sale, or use of controlled substances or illegally used drugs on City premises, on City time, or on City business will normally result in immediate termination and referral for criminal prosecution.

**Section 2.** The City encourages early diagnosis and sound treatment for drug- and alcohol-related problems and encourages employees to voluntarily and confidentially seek help.

In an effort to support employees in obtaining treatment, the City offers the services of the Employee Assistance Program (EAP) available to employees and their immediate family members. This service provides assessment, counseling, and referral services for employees with drug- and alcohol-related problems and other personal problems. This service should be accessed directly by the employee and is available 24 hours a day, 365 days a year. The EAP provides experienced counselors to help with personal problems, including those related to drugs or alcohol. Anonymity and confidentiality are assured.

EAP is available to all full-time and regular part-time City employees and their immediate family members. The City has structured its EAP services to provide employees and their immediate family members each with three free sessions per calendar year. Employees

need to directly contact one of the City's EAP providers and identify themselves as a City of Sioux Falls employee or employee family member. Employees are advised to select the EAP provider affiliated with their chosen health care system (i.e., Avera or Sanford/Family Services) so any necessary ongoing benefit-eligible services (beyond the three free sessions) remain in network.

In some circumstances, the City believes that employees with drug- or alcohol-related problems can be treated while continuing in their positions. In situations where an employee requests leave for treatment, the City will do its best to accommodate such requests and will make every effort, as required by state and federal laws. The City will make every effort to place the employee in the same or in a comparable position upon return to duty.

Those employees who undergo voluntary counseling or treatment and who continue to work are subject to the same job performance and behavior standards as other employees. As with all employees at the City, those employees seeking voluntary counseling or treatment who fail to meet performance standards are subject to disciplinary action.

Although the City strongly encourages employees who have drug- or alcohol-related problems to voluntarily seek counseling or treatment, employees who seek counseling or treatment only after violating this policy are still subject to disciplinary action for such violations.

**Section 3.** The City's Substance Abuse Prevention Policy does not create a binding employment contract. The City of Sioux Falls reserves the right to interpret, change, or rescind this policy in whole or in part, with or without notice, subject to any state and federal laws and relevant collective bargaining Contracts. In addition, changes to applicable federal or state laws or regulations may require the City to modify or supplement this policy. Such changes will be made in accordance with any obligation pursuant to an existing collective bargaining Contract.

**Section 4.** For purposes of the application of the City's Substance Abuse Prevention Policy, employees who are designated as "safety-sensitive employees" will be subject to all drug and alcohol testing requirements applicable to safety-sensitive employees.

Safety-sensitive functions or duties for employees defined as "safety-sensitive employees" for purposes of application of the City's Substance Abuse Prevention Policy shall be from the time an employee begins work or is required to be in readiness to work, until the time they are relieved from duty and all responsibility for performing work for or on behalf of the City.

Only City employees who are assigned duties that include responsibilities related to the Landfill Gas Pipeline are also subject to federal Pipeline and Hazardous Materials Safety Administration (PHMSA) drug and alcohol testing regulations that are administered separately by the Sanitary Landfill.

The City's Substance Abuse Prevention Policy, insofar as it impacts the terms and conditions of employment for employees covered by this Contract, shall not be modified unless negotiated with the Union. The City reserves the right to make modifications as may be required by law.

## Article 28 Sick Leave Payout at Separation

### **Section 1. Eligibility.**

- A. An employee originally hired on or before December 21, 1981, with an accumulated sick leave balance of 528 hours or more upon retirement from the City service shall be paid sick leave as follows: The first 528 earned sick leave hours shall be paid at the rate of one-half the earned value of the employee's accrued sick leave. Earned sick leave in excess of the first 528 hours will be paid at the rate earned up to a maximum of the sum equal to two months (347 hours) current pay. Any additional sick leave balance remaining shall be paid at the rate of one-half the earned value of the employee's accrued sick leave. However, for purposes of this Article, the earned value of sick leave accrued on or before December 21, 1981, shall be equal to the employee's highest 1981 regular base hourly rate paid on or before December 21, 1981, and the earned value of sick leave accrued after December 21, 1981, shall be equal to the rate of pay at which the sick leave was accrued. These amounts shall be paid in a lump sum included with the employee's final check for active service. This benefit may not be used to increase length of service for retirement purposes. In case of death while in the service of the City, the employee's beneficiary shall be paid in a valued lump sum for sick leave accumulated, up to the date of death, under the provisions prescribed for retirement.
- B. Employees hired by the City after December 21, 1981, who have accumulated a base amount of sick leave equal to or greater than 48 hours times the number of years and portions thereof employed by the City shall upon separation from the City, with at least five (5) years of service, disability retirement, or death while in service to the City, be entitled to receive one-fourth of their accrued banked sick leave hours paid at their regular base hourly rate of pay at date of separation. In case of death while in service to the City, the employee's beneficiary shall be entitled to receive one-fourth of the employee's accrued banked sick leave hours paid at the employee's regular base hourly rate of pay at date of death.

An employee, upon separation from City service with less than five (5) years of service, except for death, disability retirement, or as otherwise specifically set forth in this Contract, shall not receive any payment for accumulated sick leave. The payment of sick leave benefits as defined above shall be considered inclusive of final average pay as defined in City Ordinance Chapter 39.

## Article 29 Insurance and Bonds

### **Section 1. Liability Insurance.**

The employer shall continue in effect the insurance coverage relating to claims against the City and City employees acting in their capacity as employees at no less than existing standards of coverage, unless such coverage becomes unavailable.

**Section 2. Health and Dental Insurance.**

- A. Employees desiring coverage for health and dental insurance must apply to the City's Human Resources. The conditions of eligibility for coverage of employees and their dependents for health/dental/life insurance programs are outlined in the booklet entitled "Employee Benefit Plan."
- B. The City agrees to provide to eligible employees who apply a health and dental insurance program, a copy of which is available for inspection at the City Human Resources department.

The City and employees will pay the following percentage of the total premium cost of health and dental insurance:

	<b>City's Contribution</b>	<b>Employee's Contribution</b>
Employee	75%	25%
Employee + 1	75%	25%
Family	75%	25%

The City reserves the right to make program modifications to the Employee Benefit Plan as may be necessary from time to time to maintain and improve the effectiveness, quality, and cost-effectiveness of the plan, provided that such program modifications will not increase expense to participating employees or reduce current benefit levels.

During the term of this Contract, either party may notify the other in writing of the intent to reopen the provision of the City health and dental insurance plan to negotiate benefits, coverages, and/or percentages of premium distribution.

Under no circumstances will City Health/Dental/Life insurance benefits be reduced during the term of this Contract without mutual Contract between the City and the Union.

- C. The City will provide the following wellness benefits to full-time and regular part-time employees through a designated provider: mammograms, prostate-specific antigen (PSA), and Pap smears. The City will pay the costs for these preventative exams. Testing will follow AMA-recommended guidelines for mammograms and PSAs. A Pap smear will be allowed on annual basis. Test results will be confidential between the employee and the provider.

**Section 3. Life Insurance.**

During the term of this Contract, the City shall provide full-time employees covered by this Contract with life insurance coverage equal to 1x the employee's base annual earnings rounded to the next higher \$1,000, if not already a multiple thereof. The City reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance company selected by the City. The City agrees to provide to each member of the bargaining unit additional group term life/AD&D insurance coverage and agrees each month to pay the additional group life insurance premium on each member of the bargaining unit. The City agrees to provide this additional group term life/AD&D insurance; however, payment may not exceed \$5 for each member.

#### **Section 4. Bonds.**

Should the employer require an employee to give bond, all premiums of such bond will be paid by the employer.

#### **Section 5. Regular Part-Time.**

All regular part-time employees shall receive all insurance benefits as those presently enjoyed by regular full-time employees, except that premiums will be on a prorated basis based on previous year's average monthly hours of work.

### **Article 30 Tool Reimbursement/Tool Insurance**

#### **Section 1. Tool Allowance.**

Employees who hold positions in the City classifications of Lead Mechanic, Mechanic, Welder, Vehicle Equipment Service Worker, Controls Technician, Electrician, Lead Maintenance Mechanic, and Maintenance Mechanic who are required to provide their own tools for the performance of their regular job duties with the City shall qualify for a tool reimbursement program.

The City shall reimburse covered employees up to and including \$500 annually for supervisor-approved tool purchases that are verified through the presentation of purchase receipts. The total amount of covered tool reimbursement-qualified purchases shall be paid no later than the second pay period of December of each calendar year.

Those employees who voluntarily choose to, but are not required to, use their own tools in the performance of their job duties shall not be entitled to this annual tool reimbursement program.

A new employee that qualifies for the tool reimbursement program will receive a prorated tool reimbursement limit based on the number of pay periods worked in the calendar year they were hired.

#### **Section 2. Tool Insurance.**

The City shall provide tool insurance for employees for loss of tools due to theft or fire during the course and while actually in the employ of the City, not to exceed \$20,000 per employee and \$200,000 citywide with a \$100 deductible per employee per incident. This coverage shall be provided to employees who are required to provide their own tools for the performance of their job duties with the City. This policy will not cover loss due to pilferage or carelessness or where the loss was caused by the employee's own negligence or abuse. This coverage shall remain in effect throughout the term of this Contract unless the coverage becomes unavailable.

To benefit from this provision, any employee using personal tools must have a current inventory of their tools on file with their supervisor and with the Risk Management office. In the event of loss by theft, the employee must file a complete report of the incident and the loss with the appropriate law enforcement agency.

## Article 31 Duty-Incurred Injury

### **Section 1. Eligibility.**

An employee who sustains a disabling injury or illness by accident arising out of and in the course of employment for the City, and the disabling injury was not caused by willful neglect on the part of the employee, shall in lieu of sick leave receive workers' compensation payments at the rate of 80 percent of his regular base weekly earnings, not including overtime, as of the date of the injury or illness for a period not to exceed 180 days from the date of injury or illness.

Thereafter, workers' compensation payments shall be made at the times and at the rate from time to time specified by South Dakota Workers' Compensation law.

While receiving workers' compensation payments at the state rate, the employee may use accrued sick leave, vacation, personal leave, compensatory time, or other available paid time-off benefits to maintain regular base weekly earnings, not including overtime, as of the employee's last day worked immediately preceding the most recent absence from work due to a duty-incurred injury or illness.

### **Section 2. Light-Duty Assignments.**

If, upon determination of an employee's physical restrictions by the employee's medical doctor, and/or by a City-designated medical doctor at the City's request, the employee is determined to be physically able to perform duties of another nature, the employee may be assigned to those duties for the duration of the disability at the sole discretion of the City.

Any employee reassigned to duties of another nature shall be compensated at a rate of pay determined by the City commensurate with the temporary assigned duties, not to exceed the employee's rate of pay as of the date of injury. If the rate of pay for the light duty assignment is less than the employee's rate of pay as of the date of injury, the pay may be supplemented with workers' compensation payments as specified by South Dakota Workers' Compensation law. This reassignment may continue for a period determined by the City not to exceed six months after reassignment to other duties. Upon the employee's return to his full unrestricted duties held at the time of injury, the employee shall be paid at his current rate of pay including step advancements or pay rate adjustments he would have otherwise received during the absence from his regular duties.

If light duty within those restrictions is not available with the City, the employee or officer may be permitted to engage in outside employment within the work restrictions set by the physician due to the duty-incurred injury or illness.

### **Section 3. Personal Activities.**

Activities of a personal nature carried out while on duty, on or off City property, which are not directly related to and do not arise out of an employee's employment as an employee of the City, do not constitute employment-related activities. Therefore, injuries incurred or arising out of these activities shall not be considered "duty-incurred" for purposes of the application of this Article and will not be considered duty-incurred injuries for purposes of

determining compensability under the workers' compensation statutes of the state of South Dakota.

Any injury or illness incurred through personal activities while off duty on or off City property shall not be considered "duty-incurred" for purposes of the application of this Article or the application of state workers' compensation statutes.

**Section 4.** If a City-designated holiday occurs while an employee is absent from work due to a duty-incurred injury or illness, the employee shall be paid regular holiday pay for that day at the employee's regular base hourly rate of pay as of the employee's last day worked immediately preceding the absence from work. This regular holiday pay shall be taxable and shall be paid in lieu of the workers' compensation payment at the rates specified in this section for that day. This substitution of holiday pay is only administrative and will not otherwise affect the employee's workers' compensation status.

**Section 5. Administration and Application.**

Administration: Compensation and coverage for duty-incurred injuries or disease incurred by employees covered by this Contract shall be administered in all respects according to the provisions and intent of South Dakota Workers' Compensation law, except as specifically otherwise provided in this Contract.

**Section 6. Work Safety.**

No employee shall be subject to disciplinary action by reason of the employee's failure or refusal to operate or handle any piece of equipment or work in any work situation that the employee believes will place him or a third party in imminent danger of injury. If it is later proven that the employee's objection was not legitimate, then this paragraph would not prevent the City from taking disciplinary action for the employee's failure or refusal to perform his duties.

It is the obligation of any employee to immediately contact his immediate supervisor, department director, or the City Risk Management division to report any equipment or working condition that appears to be unsafe for authorization to proceed with operations. If it is found that an employee has knowingly failed to meet this obligation, that employee may be subject to disciplinary action.

## Article 32 Administrative Leave

**Section 1.** Occasionally, City offices are closed because of weather-related conditions. In addition, City offices may be closed early on holidays or Christmas Eve at the discretion of the Mayor. When City offices are closed for either of these reasons, nonessential employees not required to report to work may use administrative leave to replace regularly scheduled hours lost due to City offices being closed. To be eligible for administrative leave, employees must be working or using a paid time-off benefit the regularly scheduled day before, or the regularly scheduled day following, the day City offices are closed. Administrative leave hours shall not be counted as hours actually worked for purposes of computing overtime.

If an employee is absent and is using a preapproved paid time-off benefit at the time of closing, the employee may substitute administrative leave in the place of other paid time-off benefits. If such a closing falls on an employee's regularly scheduled day off, or the employee is on an unpaid leave, administrative leave may not be used. Regular part-time employees shall have their benefit prorated based on the ratio of hours in their regular work schedule.

Administrative leave may only be used as articulated in this section. Upon discharge, resignation, retirement, or death, this benefit has no cash value and may not be used to extend service credit.

**Section 2.** When City government offices are officially closed due to inclement weather, all personnel who are determined by department/division to be essential to the delivery of public services are expected to report to work. It is the responsibility of management personnel to arrange with their employees on how and who is expected to report to work.

**Section 3.** Essential employees required to work will accrue administrative leave when City offices are closed pursuant to Section 1. Administrative leave hours accrued will be scheduled off in the same manner consistent with vacation hours. Administrative leave hours accrued must be scheduled off within 60 days of being earned or the hours will be considered forfeited. Upon discharge, resignation, retirement, or death, this benefit has no cash value and may not be used to extend service credit. Administrative leave hours shall not be counted as hours actually worked for purposes of computing overtime.

## Article 33 Committee for Union-Management Cooperation

### **Section 1. Composition.**

The parties recognize the benefit of exploration and study of current and potential problems and differences and an exchange of views and information by meetings of representatives of the parties. Accordingly, the City and the Union shall maintain a joint committee of six members: three of which shall be appointed by the City and three by the Union.

### **Section 2. Purpose.**

It is agreed that the function of this joint committee shall be to attempt to head off minor problems, resolving a situation before it becomes major and ripens into a grievance, and discuss problems or changes in operations that might improve efficiency, productivity, or the working environment. The committee shall not engage in collective bargaining nor in any way modify, add to, or detract from the provisions of this basic Contract.

### **Section 3. Meetings.**

At the request of either party, committee meetings shall be held once each month, during working hours on City time and at City expense, but the meetings are not to exceed two hours per month. The committee may decide to cancel and/or postpone meetings or to hold meetings at other than City time.

#### **Section 4. Minutes.**

Minutes of the joint committee meetings shall be distributed to the Mayor and the Human Resources department, in addition to committee members, with the understanding that the information will be posted on all City bulletin boards.

#### **Section 5. Safety Committee Representative.**

The Union shall have the right to appoint a Union representative to the City Safety Committee, which is established at the discretion of the City.

## **Article 34 Management Rights**

**Section 1.** Except to the extent expressly modified by a specific provision of this Contract, the City of Sioux Falls reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the City of Sioux Falls, South Dakota, as such rights existed prior to the execution of this Contract with the MEA/AFSCME including, but not limited to:

- A. The right to operate and manage all manpower, facilities, and equipment.
- B. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures, and policies that are not in direct conflict with any provisions of this Contract.
- C. To determine work assignments and work schedules, locations, or functions in accordance with municipal and departmental needs.
- D. To transfer, promote, or demote employees, or to terminate or otherwise relieve employees from duty for just cause, and to lay off or relieve employees due to lack of work or funds.
- E. To recruit, select, and determine the number of all types of employees required.
- F. To establish recognized in-service training programs and requirements for upgrading employees.
- G. To establish departments' functions and programs, including the setting and amending of budgets.
- H. To determine the utilization of technology and manpower and to modify organizational structures; to select, direct, and determine the number of personnel engaged in total functions or any particular part thereof.
- I. To perform any inherent managerial functions not specifically limited by this Contract and to take such other measures as the City or administration may deem necessary for the orderly and efficient operation of the City.
- J. To determine the mission, policies, and standards of service that will be provided to the public.

**Section 2.** To the extent that the above rights are specifically limited, in whole or in part, by the provisions of this Contract, alleged violations are subject to the grievance procedure.

## Article 35 Civil Service Reference

The civil service rules provide the procedural tool necessary for fair and orderly hiring, promotion/transfer, and discipline of employees. The Civil Service Board retains control of all procedural aspects of administration of hiring, promotion/transfer, and discipline. Disputes over new or changed civil service rules and ordinances shall be subject to the civil service appeal process.

Where civil service rules and labor contract language conflict, the labor contract shall govern. Where labor contract is silent, City ordinance shall govern.

## Article 36 Separability and Saving Clause

**Section 1.** If any provision of this Contract is declared to be in contravention of the laws or regulations of the United States or the state of South Dakota, that provision shall no longer be enforceable, but all other provisions to this Contract shall continue in full force and effect. In the event of a dispute, the provisions involved shall remain in effect until the dispute is settled by the court or other authority having jurisdiction in the matter.

## Article 37 Entire Contract

The parties acknowledge that during the negotiations which resulted in this Contract, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Therefore, the City and the Union, for the duration of this Contract, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Contract or with respect to any subject or matter not specifically referred to or covered in this Contract, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Contract. This Contract may only be amended during its term by the parties' mutual agreement in writing.

This contract supersedes all prior agreements and understandings and governs the entire relationship between the parties and shall be the sole source of all rights and claims covered by this contract. The parties further acknowledge that where a direct conflict exists between the terms and conditions as negotiated and provided in this Contract and the terms and conditions of employment as provided by any regulation, ordinance, or rule of the City, the terms of this Contract shall control and be binding upon the parties.

The Code of Ordinances, Chapter 39, titled "Personnel Regulations and Benefits; Retirement and Pensions," are applicable to the employees only where the topic is not specifically addressed in this Contract. Ordinance provisions will not be changed to the

detriment of any covered employee insofar as his terms and conditions of employment are concerned.

## **Article 38**

### **Education Assistance Program**

As part of the City's Educational Assistance policy, employees may request reimbursement for job-related educational courses and seminars that have been preapproved by the department director and Director of Human Resources. Proof of attendance and receipts must be submitted to Human Resources within 30 calendar days of attendance. Reimbursement for job-related educational courses shall be administered on a first-come, first-served basis and subject to budgetary limitations.

## **Article 39**

### **Jury Duty, Witness Fees, and Court Pay**

#### **Section 1. Jury Duty.**

Any employee who is called upon for jury duty during regularly scheduled work hours shall not suffer any loss of regular base pay; provided, however, upon the termination of jury duty, the employee shall remit to Human Resources any fees, mileage, or other remuneration received for their participation in jury duty. An employee who is compensated for jury duty on a day that is other than a regularly scheduled workday shall retain such compensation for that day.

#### **Section 2. Witness Fees.**

In the event an employee is required to act as a witness in his capacity as an employee of the City, all time spent in legal proceedings as a witness will be compensable at the employee's regular base hourly rate of pay provided that all witness fees, allowances, or other remuneration received by the employee for his participation as a witness shall be promptly delivered to the City.

#### **Section 3. Failure to Deliver Jury Duty or Witness Fees.**

Any employee who willfully or intentionally fails to deliver either jury per diem or witness fees and expenses to the City while retaining his base pay for the same period of time may be subject to disciplinary action for work-related misconduct and/or employee dishonesty.

#### **Section 4. Court Pay.**

In the event an employee is required to make an off-duty court appearance, he shall be paid a minimum of two hours at the guaranteed overtime rate of 1 1/2 times his regular base hourly rate of pay. If this off-duty court appearance begins less than two hours prior to the beginning of the employee's regularly scheduled work hours, the employee shall receive the guaranteed overtime rate in lieu of, not in addition to, his regular base hourly rate for that portion of the guaranteed two-hour period which extends into his regularly scheduled work hours.

The employee may designate compensatory time in lieu of court pay up to the accumulation limits set forth in this Contract. Each session of court, morning and afternoon, shall constitute a separate appearance if the employee is required to appear at both. If an employee is required to make a court appearance prior to the end of their shift that requires the employee to exceed the regularly scheduled workday, the employee shall be paid for all hours actually worked.

An employee on scheduled vacation who is required to attend court during their regularly scheduled work hours is not entitled to court pay pursuant to this Article. The employee will have their vacation hours reduced commensurate with the amount of time worked. The number of hours of court time paid at the guaranteed overtime rate shall not be counted as hours actually worked for purposes of computing additional regular overtime.

Failure of an employee to present for a scheduled court appearance, except in cases of unavoidable circumstances, may result in disciplinary action.

## Article 40 Union Rights

Except to the extent expressly modified by a specific provision of this Contract, the Union reserves all rights granted to public employee unions by the laws of the state of South Dakota. The Union specifically reserves the right to have this Contract interpreted in accordance with any present or future decisions of the South Dakota Supreme Court to the extent that such decisions may be applicable to matters of interpretation or enforceability of any provisions contained herein.

## Article 41 Duration of Contract

**Section 1.** This Contract shall be effective on March 13, 2017, and shall remain in full force and effect through December 31, 2018.

**Section 2.** It shall automatically be renewed from year to year thereafter, provided, however, either party may notify the other, in writing, by registered mail by July 15 of each year that it desires to modify any portion of this Contract.

**Section 3.** In the event such notice is given, negotiations shall begin no later than August 15 of each year.

**Section 4.** The Contract shall remain in full force and effect during the period of negotiations.

## Article 42 Definitions

1. *Board:* The Civil Service Board.
2. *Management Employee:* Means an employee and classification in the salary system not represented by a collective bargaining unit. Midmanagement employees are classified as exempt under FLSA.

3. *Regular Full-Time Employee*: Means an employee in the civil service of the City who is legally an incumbent of a position in the classified service. A civil service employee who is regularly scheduled to work 40 hours per week.
4. *Regular Part-Time Employee*: A civil service employee who is regularly scheduled to work less than 40 hours a week but more than 19 hours a week.
5. *Days*: All references to days in this Contract shall be interpreted as calendar days unless specifically stated otherwise.
6. *Shift Worker*: An employee whose scheduled hours and days of work are rotated to provide coverage for 24-hour, 7-day-a-week operation.
7. *Relief Operator*: A shift worker who is assigned as the operator to provide coverage for any scheduled or unscheduled absence of a shift worker from a shift. A relief operator's posted work schedule is subject to change to provide appropriate coverage on all shifts.
8. *Pay Grade*: A portion of the pay plan into which positions are assigned consisting of a minimum, maximum, and intermediate steps.
9. *Steps*: The pay rate allocated to a pay grade and listed steps 1 through 9.
10. *Step Anniversary Date*: This date, for purposes of step advancement eligibility, is the day and month established when an employee is placed into a new pay grade as the result of hire, promotion, demotion, or transfer to another classification with a different pay grade. An employee's step anniversary date may be adjusted if the employee's service is interrupted by unpaid leave of 30 or more calendar days, if an employee's step advancement is delayed without retroactivity on the basis of performance, or if the date is adjusted as the result of the terms of this Contract. If cause is shown on the basis of performance and a step increase is delayed, the month and day when the step is eventually granted will become the employee's new step anniversary date. The year of the step anniversary date changes as the employee moves step to step.
11. *Regular Base Hourly Rate*: As used in this Contract is the rate at which an employee would be paid for one hour of regular nonovertime work in his current pay grade and step. This rate does not include any other payments except as specifically provided in the Fair Labor Standards Act or this Contract for purposes of determining overtime rates.
12. *Regular Overtime Rate*: As used in this Contract is the premium rate paid for all hours actually worked on a 40-hour workweek which are in excess of 40 hours and that have not already been specifically guaranteed as overtime. The overtime rate is 1 1/2 times the employee's regular rate of pay, in accordance with the Fair Labor Standards Act. Regular overtime is computed on a weekly, not daily, basis. Any reference to overtime or pay at 1 1/2 times the regular base rate in this Contract will be defined as regular overtime for interpretive purposes unless specifically identified as "guaranteed" overtime.
13. *Guaranteed Overtime*: As used in this Contract is premium pay based both upon the specific type of hours worked, such as standby, unscheduled call-in duty, double-backs, etc. The overtime rate of 1 1/2 times the regular base hourly rate is paid, guaranteed, for all of the specific hours worked whether the total hours worked for the

week exceed 40 hours or not. Since the specified hours are already guaranteed overtime pay, they are not counted again as hours actually worked for purposes of calculating additional overtime for the week. If counted again as hours actually worked towards overtime, the result would be a duplication of pyramiding of overtime which is not permitted by the terms of this Contract.

14. *Differential Rate*: As used in this Contract is a pay bonus based upon the nature of the hours worked, such as differentials for hours worked during a specified period. This type of pay premium would be considered a differential added to each applicable hour of pay, not guaranteed overtime. Hours to be paid with this "bonus" premium are counted as hours actually worked for purposes of calculating overtime hours in the week. This does not create a duplication or pyramiding of overtime since this is not overtime pay, but rather a differential.
15. *Separation*: Resignation from civil service in good standing, discharge, retirement, or death. When an employee's employment with the City is separated voluntarily or involuntarily, that employee's official date of separation shall be the last day actually worked by the employee, unless the employment separation is due to a personal illness, injury, or death of the employee. In the case of separation due to personal illness, injury, or death, the employee's official separation date will be the date the employee is determined to be unable to return to work or when the employment is otherwise separated by the City, whichever is sooner.
16. *Department*: Refers to any major organizational unit in the City where employees covered by this Contract are employed.

**For the Employer:**

**City of Sioux Falls**

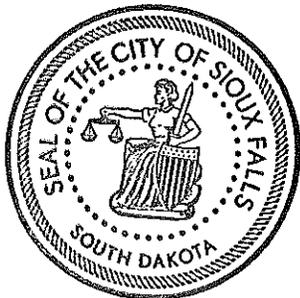


\_\_\_\_\_  
Mayor

Attest:



\_\_\_\_\_  
City Clerk



**Exhibit A**  
**MEA/AFSCME Membership/Classification By Position**

Accountant, B32  
Animal Control Officer, B23  
Billing Cashier, B23  
Billing Specialist, B22  
Building Inspector, C43  
Building Maintenance Worker, B22  
Business Specialist, B32  
Business Technician, B24  
Chemist, C42  
City Carrier, B21  
City Carrier/Library, B21  
Clinic/Lab Aide, A12  
Code Enforcement Officer, C42  
Coding Technician, B24  
Communications Technician, B23  
Community Development Program Specialist, C41  
Community Development Technician, B24  
Contract/Bid Specialist, B31  
Controls Technician, B31  
Custodial Worker, A13  
Dental Assistant, B23  
Dental Hygienist, C42  
Electrical Inspector, C42  
Electrician, B32  
Engineering Technician, B31  
Engineering Technician II, C41  
Environmental Health Specialist/Certified, B25/C42  
Environmental Technician, B24  
Environmental/Sustainability Technician, B24  
Equipment Operator, B24  
Fire Protective Equipment Technician, B23  
Forensic Specialist I, B31  
Forensic Specialist II, C43  
GIS Specialist, C41  
Grant Fiscal Specialist, B31  
Graphic Design Specialist, C41  
Health Administrative Technician, B23  
Laboratory Technician, B22  
Laborer, A13  
Landfill Environmental Technician, B24  
Landfill Equipment Operator, B24  
Landfill Scale Operator, B21  
Lead Billing Cashier, B31  
Lead Building Maintenance Mechanic, B31  
Lead Building Maintenance Worker, B23  
Lead Equipment Operator, B31  
Lead Landfill Equipment Operator, B31  
Lead Landfill Scale Operator, B31  
Lead Maintenance Mechanic, B31  
Lead Mechanic, B31  
Lead Parking Equipment Service Technician, B31  
Lead Parking Patrol, B31

Lead Police Records Clerk, B31  
Lead Sewer Collection Technician/Certified, B31/B32  
Lead Wastewater Operator/Certified, B31/B32  
Lead Water Distribution System Technician/Certified, B31/B32  
Lead Water Operator/Certified, B31/B32  
Lead Water Service Technician, B31  
Library Associate, B25  
Licensed Practical Nurse (LPN), B22  
Line Worker, C42C  
Maintenance Mechanic, B25  
Mechanic, B25  
Mechanical Inspector, C42  
Medical Assistant, B21  
Nurse Case Manager/Certified C42/C43  
Park Caretaker, B31  
Park Carpenter, B24  
Park Forestry Caretaker, B31  
Park Maintenance Mechanic, B25  
Park Service Worker, B22  
Park Supply Specialist, B22  
Parking Equipment Service Technician, B23  
Parking Patrol, B22  
Parts Worker, B22  
Patient Support Technician, A13  
Permit Technician, B24  
Plans Examiner, C42  
Plumbing Inspector, C42  
Police Evidence Technician, B22  
Police Records Clerk, B21  
Property Maintenance Inspector, C42  
Public Health Scientist I, B25  
Public Health Scientist II, C42  
Purchasing Assistant, B24  
Purchasing Specialist, B32  
Radiology and Lab Technologist, B25  
Real Estate Specialist, C41  
Recreation Program Specialist, B25  
Registered Nurse (RN), C41  
Sewer Collection Technician, B24  
Social Worker, B25  
Subdivision/Site Plan Checker, C41  
Sustainability Technician, B24  
Technical Clerk, B22  
Technical Support Specialist, B25  
Traffic Sign Technician, B24  
Traffic Signal Technician, B31  
Utility Electrician, B32  
Vehicle/Equipment Service Worker, B23  
Wastewater Operator, B25  
Water Distribution System Technician, B24  
Water Operator, B25  
Water Quality Analyst, B24  
Water Service Technician, B23  
Welder, B25  
Word Processor, A13  
Zoning Enforcement Officer, C42

## Exhibit B Safety-Sensitive Positions

*“Safety-Sensitive Position: Any job position, regular or temporary, determined by the City which by the nature of the work involved is accompanied by such risk, that even a momentary lapse of attention could have serious consequences to the safety of the employee, coworkers, customers, the City, or the general public; and all employees of the City in positions requiring possession of a commercial driver’s license (CDL); and all employees who hold a CDL for purposes of being temporarily assigned to perform safety-sensitive functions, even if a CDL is not required for their regular position.”*

For purposes of the City’s “Substance Abuse Prevention Policy,” employees in the following positions with bold print are designated as “safety-sensitive” and would be subject to random drug and/or alcohol testing:

Accountant
<b>Animal Control Officer</b>
Billing Cashier
Billing Specialist
<b>Building Inspector</b>
<b>Building Maintenance Worker</b>
Business Specialist
Business Technician
<b>Chemist</b>
City Carrier
City Carrier/Library
<b>Clinic/Lab Aide</b>
Code Enforcement Officer
Coding Technician
Communications Technician
Community Development Program Specialist
Community Development Technician
Contract/Bid Specialist
<b>Controls Technician</b>
Custodial Worker
<b>Dental Assistant</b>
<b>Dental Hygienist</b>
<b>Electrical Inspector</b>
<b>Electrician CDL</b>
<b>Engineering Technician</b>
<b>Engineering Technician II</b>
<b>Environmental Health Specialist/Certified</b>
<b>Environmental Technician</b>
<b>Environmental/Sustainability Technician</b>
<b>Equipment Operator CDL</b>
<b>Fire Protective Equipment Technician</b>
<b>Forensic Specialist I and II</b>
GIS Specialist
Grant Fiscal Specialist
Graphic Design Specialist

Health Administrative Technician
<b>Laboratory Technician</b>
<b>Laborer CDL</b>
<b>Landfill Environmental Technician</b> Landfill Pipeline Testing
<b>Landfill Equipment Operator CDL</b>
<b>Landfill Scale Operator</b>
Lead Billing Cashier
<b>Lead Building Maintenance Mechanic</b>
<b>Lead Building Maintenance Worker</b>
<b>Lead Equipment Operator CDL</b>
<b>Lead Landfill Equipment Operator CDL</b>
<b>Lead Landfill Scale Operator</b>
<b>Lead Maintenance Mechanic CDL</b>
<b>Lead Mechanic CDL</b>
Lead Parking Equipment Service Technician
Lead Parking Patrol
Lead Police Records Clerk
<b>Lead Sewer Collection Technician Certified CDL</b>
<b>Lead Wastewater Operator Certified</b>
<b>Lead Water Distribution System Technician Certified CDL</b>
<b>Lead Water Operator Certified</b>
<b>Lead Water Service Technician</b>
Library Associate
<b>LPN</b>
<b>Line Worker CDL</b>
<b>Maintenance Mechanic CDL</b>
<b>Mechanic CDL</b>
<b>Mechanical Inspector</b>
<b>Medical Assistant</b>
<b>Nurse Case Manager Certified</b>
<b>Park Caretaker CDL</b>
<b>Park Carpenter</b>
<b>Park Forestry Caretaker CDL</b>
<b>Park Maintenance Mechanic CDL</b>
<b>Park Service Worker CDL</b>
<b>Park Supply Specialist CDL</b>
Parking Equipment Service Technician
Parking Patrol
<b>Parts Worker</b>
<b>Patient Support Technician</b>
Permit Technician
Plans Examiner
<b>Plumbing Inspector</b>
<b>Police Evidence Technician</b>
Police Records Clerk
<b>Property Maintenance Inspector</b>
<b>Public Health Scientist I</b>
<b>Public Health Scientist II</b>
Purchasing Assistant
Purchasing Specialist
<b>Radiology and Lab Technologist</b>

Real Estate Specialist
<b>Recreation Program Specialist</b>
<b>RN</b>
<b>Residue Coordinator</b>
<b>Sewer Collection Technician CDL</b>
Social Worker
Subdivision/Site Plan Checker
Technical Clerk
Technical Support Specialist
<b>Traffic Sign Technician CDL</b>
<b>Traffic Signal Technician CDL</b>
<b>Utility Electrician CDL</b>
<b>Vehicle/Equipment Service Worker CDL</b>
<b>Wastewater Operator</b>
<b>Water Distribution System Technician CDL</b>
<b>Water Operator</b>
<b>Water Quality Analyst</b>
<b>Water Service Technician CDL</b>
<b>Welder CDL</b>
Word Processor
Zoning Enforcement Officer

Exhibit C  
MEA/AFSCME  
Stewards

<b>Department</b>	<b>No. of Stewards</b>
Central Services	1
Community Development	1
Finance	1
Fire Rescue	1
Health	1
Library	3
Parks and Recreation	4
Planning and Building Services	1
Police	1
Public Works:	
Electric/Light	1
Engineering	1
Landfill	1
Street/Fleet	4
Water Purification	3
Water Reclamation	2

Exhibit D

Application For Membership in  
"The American Federation of State, County, and Municipal  
Employees, AFL-CIO, Local 519, Sioux Falls, SD

I \_\_\_\_\_ hereby apply for membership in the American Federation of  
(Name of Employee)  
State, County and Municipal Employees, AFL-CIO, Local 519. I hereby State that I am an employee of the  
City of Sioux Falls, South Dakota, under Civil Service Rules. I hereby agree to be bound by the By-Laws  
of this Union and the rules and orders of the officers thereof.

I am hereby informed that the dues of the Union are \$ \_\_\_\_\_ per pay period.

Dated this \_\_\_\_\_ day of \_\_\_\_\_,

Amount Paid \$ \_\_\_\_\_ Payroll Deduction \_\_\_\_\_

Signature: \_\_\_\_\_  
(Recommended by: \_\_\_\_\_ who is a Union Member is good standing.)

Employee ID Number \_\_\_\_\_ This section is kept by Secretary/Treasurer of Local 519.

Local Union Number \_\_\_\_\_ Date \_\_\_\_\_  
Applicant's Name \_\_\_\_\_ (Please Print Name)  
Home Address \_\_\_\_\_ (Street)  
City, State, Zip \_\_\_\_\_  
Home Phone Number \_\_\_\_\_ Social Security Number \_\_\_\_\_  
Employer: City of Sioux Falls: Department \_\_\_\_\_ Classification \_\_\_\_\_  
Worksite(place) \_\_\_\_\_ Work Phone Number \_\_\_\_\_

I, the undersigned, hereby designate the American Federation of State, County, and Municipal Employees,  
AFL-CIO, as my duly chosen and authorized representative on matters relating to my employment in order  
to promote and protect my economic welfare.

Signature of Applicant \_\_\_\_\_  
Received (Recommended by): \_\_\_\_\_  
This section is sent into AFSCME State Council 59

Authorization for Payroll Deduction  
Sioux Falls/AFSCME Local 519

To the City of Sioux Falls, SD, I \_\_\_\_\_  
Hereby authorize and direct the City of Sioux Falls, SD, to deduct from my wages each pay period for  
regular membership dues to be paid to AFSCME State Council 59 Treasurer for the purpose of centralized  
dues collection, and then dispersed to the elected Treasurer of Sioux Falls AFSCME Local 519.

Date \_\_\_\_\_ Signature of Applicant \_\_\_\_\_  
This section is given to the City of Sioux Falls to authorize payroll deduction by the terms of Article 3 of  
this contract.

City of Sioux Falls 2017 Pay Grades

Exhibit E

Grade/Grp		General								
		-1-	-2-	-3-	-4-	-5-	-6-	-7-	-8-	-9-
111 2	(A11)	13.01	13.45	13.91	14.35	14.83	15.37	15.87	16.38	16.92
112 2	(A12)	13.94	14.42	14.91	15.45	15.96	16.54	17.09	17.69	18.28
113 2	(A13)	14.96	15.50	16.03	16.60	17.19	17.78	18.43	19.08	19.73
221 2	(B21)	15.78	16.37	16.95	17.61	18.21	18.88	19.58	20.26	21.00
222 2	(B22)	16.41	17.06	17.69	18.34	19.05	19.73	20.48	21.22	22.02
223 2	(B23)	17.11	17.75	18.44	19.14	19.86	20.66	21.45	22.25	23.07
224 2	(B24)	18.91	19.66	20.44	21.21	22.04	22.95	23.81	24.78	25.73
224 2 C	(B24)	20.61	21.41	22.25	23.08	24.05	24.98	25.95	26.96	28.06
225 2	(B25)	20.42	21.21	22.11	22.98	23.91	24.87	25.85	26.90	28.01
231 2	(B31)	21.22	22.12	23.01	23.96	24.97	25.98	27.04	28.16	29.31
232 2	(B32)	22.16	23.07	24.07	25.07	26.13	27.22	28.39	29.55	30.77
341 2	(C41)	23.81	24.87	25.93	27.04	28.21	29.42	30.66	31.99	33.37
342 2	(C42)	24.89	25.97	27.12	28.27	29.51	30.83	32.19	33.59	35.08
342 2 C	(C42)	30.83	32.19	33.59	35.08					
343 2	(C43)	25.97	27.15	28.32	29.59	30.94	32.32	33.78	35.24	36.85

City of Sioux Falls 2018 Pay Grades

Exhibit F

Grade/Grp		General								
		-1-	-2-	-3-	-4-	-5-	-6-	-7-	-8-	-9-
111 2	(A11)	13.21	13.65	14.12	14.57	15.05	15.60	16.11	16.63	17.17
112 2	(A12)	14.15	14.64	15.13	15.68	16.20	16.79	17.35	17.96	18.55
113 2	(A13)	15.18	15.73	16.27	16.85	17.45	18.05	18.71	19.37	20.03
221 2	(B21)	16.02	16.62	17.20	17.87	18.48	19.16	19.87	20.56	21.32
222 2	(B22)	16.66	17.32	17.96	18.62	19.34	20.03	20.79	21.54	22.35
223 2	(B23)	17.37	18.02	18.72	19.43	20.16	20.97	21.77	22.58	23.42
224 2	(B24)	19.19	19.95	20.75	21.53	22.37	23.29	24.17	25.15	26.12
224 2 C	(B24)	20.92	21.73	22.58	23.43	24.41	25.35	26.34	27.36	28.48
225 2	(B25)	20.73	21.53	22.44	23.32	24.27	25.24	26.24	27.30	28.43
231 2	(B31)	21.54	22.45	23.36	24.32	25.34	26.37	27.45	28.58	29.75
232 2	(B32)	22.49	23.42	24.43	25.45	26.52	27.63	28.82	29.99	31.23
341 2	(C41)	24.17	25.24	26.32	27.45	28.63	29.86	31.12	32.47	33.87
342 2	(C42)	25.26	26.36	27.53	28.69	29.95	31.29	32.67	34.09	35.61
342 2 C	(C42)	31.29	32.67	34.09	35.61					
343 2	(C43)	26.36	27.56	28.74	30.03	31.40	32.80	34.29	35.77	37.40

Exhibit G

Official AFSCME Grievance Form

Name of Employee \_\_\_\_\_ Department \_\_\_\_\_  
Classification \_\_\_\_\_  
Work Location \_\_\_\_\_ Immediate Supervisor \_\_\_\_\_  
Title \_\_\_\_\_

Statement of Grievance:

List applicable contract article violation: \_\_\_\_\_

Statement of Fact: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Requested: \_\_\_\_\_

\_\_\_\_\_

I authorize the AFSCME Local 519 as my representative to act for me in the disposition of this grievance.

Date \_\_\_\_\_ Signature of Employee \_\_\_\_\_

Signature of Union Representative \_\_\_\_\_ Title \_\_\_\_\_

Date Presented to Management Representative \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Disposition of Grievance: \_\_\_\_\_

\_\_\_\_\_

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

Original To \_\_\_\_\_

Copy \_\_\_\_\_

Copy: Local Union Grievance File

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.