

2020 - 2022

AGREEMENT

BETWEEN

CITY OF HURON,

HURON, SOUTH DAKOTA

AND

AFSCME LOCAL 169

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES**

COUNCIL 65

AFL-CIO

TABLE OF CONTENTS

	Page
Article I – Recognition	2
Article II - Management Rights/Employee Rights	3
Article III - Assignment for Union Dues	6
Article IV - Hours of Work	7
Article V – Overtime	8
Article VI - Call Back Reporting Pay	9
Article VII - Leaves of Absence	9
Part I - Paid Leaves of Absence	10
Section 1 – Vacation	10
Section 2 – Holidays	11
Section 3 - Sick Leave	12
Section 4 - Jury Duty Leaves	14
Section 5 - Military Leave for Annual Duty	14
Section 6 - Funeral Leave	15
Part II - Unpaid Leaves of Absence	15
Section 7 - Military Leave	15
Section 8 - Leave for Conduct of Union Affairs	15
Section 9 - Extended Sick Leave	15
Section 10 - Discretionary Leaves	15
Part III - Sick Leave Bank	16
Section 11 - Sick Leave Bank	16
Article VIII - Wages	17
Article IX - Seniority	17
Article X - Workforce	18
Article XI - Disciplinary Action	21
Article XII - Grievance Procedure	23
Step 1 and 2	24
Grievance of General Concern	25
Article XIII - Miscellaneous Provisions	26
Article XIV - Insurance and Retirement	28
Article XV - Safety	28
Article XVI – Weather Closings	29
Article XVII - Termination of Agreement	29
Appendix A	31
Appendix B	32
Appendix C	33

AGREEMENT

This Agreement was made and entered into at Huron, South Dakota, pursuant to the provisions of SDCL 3-18-8, by and between the City of Huron, A Municipal Corporation as Municipal Employer, hereinafter referred to as City, or Employer, and Local 169, Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, WITNESSETH:

WHEREAS both of the parties to this agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between the City and the Employees represented by the Union and to enter into a complete agreement covering rates of pay, wages, hours of employment, or other conditions of employment for such employees, and

WHEREAS the parties recognize that all of the provisions of this agreement must first meet the requirements and procedures required by law and the provisions of the statutes of the State of South Dakota, and

WHEREAS the parties do hereby acknowledge that this agreement is the result of the unlimited right and opportunity afforded each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, wages, hours of employment, or other conditions of employment, and incidental matters relating thereto, and

WHEREAS a word signifying the masculine gender only shall extend and be applied to females as well as males,

NOW THEREFORE, in consideration of the execution of this agreement and the terms, covenants and conditions mutually expressed herein, and arrived at by the parties hereto, it is agreed as follows:

ARTICLE I - RECOGNITION

1.01 In accordance with and pursuant to the provisions of SDCL 3-18, the City of Huron hereby recognizes Local 169, Council 65, of the American Federation of State, County and Municipal Employees, AFL-CIO as the formal and exclusive representative with respect to rates of pay, wages, hours of employment, or other conditions of employment for all employees in the unit described as follows:

All employees of the City of Huron, except elected officials, department heads and department foremen, police department employees, fire department employees, Transportation Security Administration (TSA) approved personnel, part-time, temporary, probationary and seasonal employees, Recreation Specialist, Assistant City Engineer, and confidential employees, including specifically the Executive Secretary, Accounts Supervisor, Deputy Finance Director, and Deputy Accounting Clerk

1.02 For the purpose of this agreement, the term “part-time employees” shall be defined as an employee whose normal schedule of work is less than one thousand and forty (1040) hours in a calendar year.

1.03 Any regular employee whose regular schedule is more than one thousand and forty (1040) hours per year, but less than forty (40) hours per week, shall receive benefits as called for in this contract on a ratio of their scheduled hours to forty (40) hours per week.

1.04 The term "seasonal employee" shall mean an individual whose employment is fixed at the time of employment not to exceed four (4) consecutive months, but may be extended at four (4) consecutive month segments provided the total period of employment does not exceed one (1) year and is for the purpose of meeting staffing shortages, seasonal needs, staffing short term projects and relieving for employee absences, or is irregular and casual.

1.05 Notwithstanding this recognition, it is expressly agreed between the parties that any individual employee, or group of employees, shall have the right at any time to present grievances to the employer and to have such grievances adjusted without the intervention of the formal representative, provided that any decision reached is not inconsistent with the provision of this agreement. The formal representative has the opportunity to be present during the grievance proceedings. The formal representative shall have the right to participate in the grievance proceedings upon the request of the employee.

1.06 The Union recognizes the responsibility assumed by it as the formal representative of all employees in the unit. As a part of this responsibility, it pledges the full cooperation of its members to maintain continuous service to the public; to perform efficient work; and to protect the property and interests of the City; and will cooperate with the City in promoting the welfare of its citizens.

1.07 The terms of this contract shall govern as to the rates of pay, hours of employment and other conditions of employment should there be differences between the terms of the civil service ordinances (and civil service regulation and personnel ordinances) and the terms of this agreement. If the contract is silent on an issue and it is covered by ordinance, the ordinance provision also applies to bargaining unit employees.

ARTICLE II - MANAGEMENT RIGHTS/EMPLOYEE RIGHTS

2.01 It is understood and agreed by the parties that the Employer possesses the sole right to operate the agency so as to carry out its statutory mandates and all management rights inherent in the Employer unless specifically modified by this Agreement; likewise, all rights guaranteed to the employee and Union by law are retained unless specifically modified by this Agreement. The employer shall notify and may meet with the Union for input one week in advance of any policy that effects the bargaining unit before being submitted to the City Commission and put into effect. A copy of the proposed policy language shall be provided.

2.02 The exercise of management rights shall not be used to discriminate against any employee because of membership in, or legitimate activities on behalf of the Union.

2.03 Nondiscrimination Clause: The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

2.04 (a) Rights of Unionized Employees: The Employer and the Union agree not to interfere with the rights of employees to become, or to refrain from becoming, members of the Union. There shall be no discrimination, interference, restraint, or coercion by the Employer, or any Employer Representative, against any employee because of Union membership, or because the employee activity in an official capacity on behalf of the Union, or for any other cause connected with Union membership.

(b) **Union Responsibilities:** The Union recognizes its responsibility as bargaining agent, and agrees to represent all employees in the bargaining unit equally and equitably without discrimination, interference, restraint or coercion.

2.05 Noninterference Clause: The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees Union, whether local Union Representative, District Council Representatives, or International Representatives, shall be free to visit the various departments in the City at all reasonable hours and shall be permitted to carry on their duties provided that they shall first notify the Department Head, and there shall be no interference with the conduct of the operations in the department.

2.06 Work Rules: Whenever the City shall adopt work rules governing operations of the various City work operations, they shall be reasonable and shall be communicated to all employees by posting on bulletin boards in the various departments and by delivery of a copy to the Union President.

2.07 Any such rule adopted by the City shall be applied uniformly and without discrimination. The failure to adopt work rules shall not be regarded as authorizing employees to disregard general conditions of employment such as faithful performance of duties, timely observations of posted schedules of work and following legitimate directions of supervisors with respect to work to be performed.

2.08 Bulletin Boards: The Union shall be entitled to the use of bulletin boards in each of the work areas for the purpose of posting Union information in order to keep its members informed. The City agrees to furnish and maintain suitable bulletin boards in convenient places in each work area, which may be used by the Union, and the Union shall limit its posting of notices and bulletins to such bulletin boards.

2.09 Residency of Employees:

A. All full-time employees of the city, while in the employment of the city, shall reside within five miles of city limits as shown on a current map. For purposes of this provision, the five-mile limit shall include the full quarter section through which the five-mile limit line passes.

B. For good cause shown by an employee or applicant for employment, the city commission may grant an exception to the residency requirement upon such conditions as may be approved by the city commission.

C. Employee may use vacation, comp or unpaid leave for inclement weather.

2.10 No strike and lock out:

(a) The City and the Union agree that the grievance and arbitration procedure provided in this Agreement and the procedure for hearings and approvals by the Civil Service Board are adequate to provide fair and final determination of all grievances arising under the terms of this contract or otherwise.

(b) During the period of this Agreement there shall be no strikes, stoppages, slow downs, picketing or other interference with the operations of the City, nor shall there be abstinence in whole, or in part from the full, faithful and proper performance of the duties of employment by concerning actions with others, all of which are hereinafter referred to as strikes.

(c) No officer or representative of the Union shall authorize, instigate, air or condone any strike and no employee shall participate in any strike. Union liability, however, shall exist in case, but only in case, the Union calls - sanctions - ignores or disregards such strike or activity or fails to take prompt action in endeavoring to terminate such strike or activity.

(d) There shall be no lockouts during the term of this Agreement.

(e) The City shall be under no obligation to bargain with the Union concerning employees who are on strike or concerning the subject of any strike so long as the strike continues.

(f) In the event of an unauthorized strike, work slowdown, or mass absenteeism, the City agrees that there will be no liability on the part of the Union provided the Union promptly and publicly disavows such unauthorized strike, orders the employees to return to work and attempts to bring about a prompt resumption of normal operations, and provide further that the Union notifies the City, in writing, within twenty-four (24) hours after the commencement of such strike what measures it has taken to comply with the provisions of this Article.

(g) The City may discipline or discharge any employee who engages in the strike and such action shall not be subject to grievance and arbitration upon any ground other than that the employee did not take part in the strike.

2.11 Performance Evaluations

The performance evaluation serves many purposes. It provides a formal opportunity for the supervisor and the employee to meet and communicate. During the meeting, the supervisor will provide feedback on how well the employee is performing. A performance evaluation can also accomplish the following:

- (1) recognize and document the employee's strengths and achievements,
- (2) reinforce positive performance.,
- (3) identify areas where performance improvement is needed,
- (4) identify career and individual development needs,
- (5) document poor performance that may lead to corrective action,
- (6) facilitate employee accountability for his or her performance,
- (7) give the employee an opportunity to comment on his or her job performance,
- (8) help promote citizen-focused service as it relates to the mission of the City.

While the purpose of annual performance reviews is not disciplinary in nature, an employee may be placed on a performance improvement plan should needed improvement be noted in the annual performance review.

ARTICLE III - ASSIGNMENT FOR UNION DUES

3.01 The city shall deduct regular monthly Union dues from the pay of each employee covered by this agreement, provided that at the time of such deduction there is in the possession of the City a current unrevoked written assignment, executed by the employee, in the form and according to the terms of the authorization form attached hereto, marked Appendix "A", and made a part hereof. Such authorization may be revoked by the employee between November 1 and November 30, inclusive, each year by giving written notice, as indicated on the form in Appendix "A" to the City and the Union.

3.02 Previously signed and unrevoked written authorization shall continue to be effective as to employees reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days; previous authorizations of other employees rehired or reinstated shall not be considered to be effective.

3.03 One-half of the monthly dues deduction shall be deducted each month from each of the first two bi-weekly payrolls. Prior to the last day of each month the City shall remit the monthly dues deducted to the Union's designated official.

3.04 If an employee has no pay coming for the first payroll period of the calendar month, or if such pay period is the first pay period of a new employee, or if the employee has signed an authorization form during such pay period, no dues shall be deducted until the first pay period of the subsequent month, when deductions shall be limited to the amount of the current regular monthly Union dues, and shall not include dues for prior months or any portion thereof. Such authorization may be revoked by the employee between November 1 and November 30, inclusive, each year by giving written notice, as indicated on the form in Appendix "A" to the City and the Union.

3.05 If the City Finance Office receives an employee revocation of authorization the City shall stop deducting dues as soon as possible and in every situation at least by the second payroll after the revocation is given to the City.

3.06 At the time of execution of the agreement, the Union shall advise the City, in writing, of the exact amount of regular monthly Union dues. If, subsequently the Union requests the City to deduct additional monthly Union dues, such request shall be effective only upon written assurance of the Union to the City that additional amounts are regular monthly Union dues duly approved in accordance with the Union's constitution and by-laws.

3.07 The City shall not be liable for the remittance 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 the City of the error. 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.

3.08 The Union shall provide the type of payroll deduction card to be used by the employee for this deduction.

ARTICLE IV - HOURS OF WORK

4.01 Work Day and Work Week: This article is intended to define the normal hours of work and shall not be construed as a guaranty of hours of work per day or days of work per week.

4.02 (a) By mutual consent of the employee and the City, work schedules providing for nonconsecutive hours of work and/or workdays may be posted. Once such a schedule has been established, it shall be reverted back to consecutive hours and days only at the option of the City. Where departmentally feasible, the employer may implement a schedule of four 10-hour days. Section 4.02 shall not be applicable to custodian hours at general government buildings (i.e., city hall, library, fine arts center) and the City may schedule custodian nonconsecutive work hours and/or nonconsecutive workdays at general government buildings without the mutual consent of custodians.

(b) (1) Flex scheduling is a temporary and occasional alternative work arrangement which allows an employee, to the extent department operations allow and upon the consent of the employee and employee's supervisor, to work a work schedule other than the employee's regular schedule to meet personal or departmental needs.

(2) Flex scheduling is permitted provided it is mutually agreed upon by the Department Head and Employee.

(3) Flex scheduling allows (i) an adjustment of work hours from the regular (posted) work day with the regularly scheduled number of hours being worked, and (ii) an adjustment on one or more days within the work week when the employee works less than the employee's regular (posted) work hours on that day (or those days) and works more hours than the employee's regular (posted) work hours on one or more days during the same work week, resulting in the same number of hours worked as scheduled (posted) for the workweek.

(4) The employee working a flex schedule does not receive overtime pay for hours worked in excess of his/her regularly scheduled (posted) workday.

(5) Section 4.03 and Section 501(b) shall not be applicable should the Department Head and employee agree to flex scheduling.

(6) The flex schedule shall be noted on the employee's time sheet

4.03 Work Schedules. Work schedules showing the employees shifts, workdays and hours shall be posted on bulletin boards in the respective departments at least fourteen (14) days in advance. Posted work schedules shall not be changed without mutual agreement between the Employer and Employees affected unless an emergency is declared. An emergency which allows a work schedule to be changed after posting is defined as a situation that threatens the life, limb or property of employees or the general public or a situation over which the city has no control and which necessitates a change in work schedule in order to provide essential services to the public. Examples of emergencies include but are not limited to pandemic flu outbreak significantly reducing

the number of department employees able to work and extreme weather conditions, including high winds/tornados, floods, and snow removal operations. An emergency must be declared by the Mayor, a commissioner, or department head/superintendent after consultation with the Mayor or department's commissioner.

Any changes in the work schedule shall be subject to the grievance procedure. Employees must be notified at least one (1) hour in advance to the shift that an emergency exists for changing work schedule in order to avoid payment of call back reporting pay. If reasonable attempts have been made to contact the employee the City has no obligation to pay the employee if the employee does not receive the notification to not report at his/her regularly designated time. However, if a reasonable attempt to notify the employee has not been made by the City and an employee reports for work and his shift is changed he shall receive a minimum of one (1) hour work.

For and during snow removal operations, work schedules are subject to change and call back reporting pay pursuant to Article VI shall not be applicable to employees whose regular work hours are changed due to snow removal operations.

4.04 Any employee engaged in continuous operations shall not leave his post of duty until his/her relief person is present and ready for work.

4.05 Rest Periods: All employees shall receive one (1) twenty (20) minute rest period during each one-half (½) shift except that those employees in positions which require the uninterrupted presence of any employee shall receive such rest period only when qualified relief is available and practicable. The twenty (20) minute rest period shall include travel time to and from the break location. The Employer retains the right to schedule employees rest periods to fulfill the operational needs of the various work units. Rest periods must not be postponed or accumulated, if an employee does not receive a rest period because of operation requirement, such rest period may not be taken during a subsequent work period.

4.06 Meal Periods: All employees will be granted a lunch period. Whenever possible, the lunch period will be scheduled at the middle of the shift. Those not required to be at their post of duty shall not have less than thirty (30) minutes nor more than one (1) hour (which will be unpaid). Those required to be at their post of duty by reason of continuous operations will eat lunch as circumstances permit without deduction in pay for the lunch period.

4.07 Clean-Up Time: The Employer recognizes that there are times within the employment of persons within the bargaining unit where, by reason of the nature of the work performed, it is proper that the employee needs a reasonable period to clean up prior to leaving work. Supervisors may grant up to fifteen (15) minutes of work time for such instance.

ARTICLE V - OVERTIME

5.01 (a) One and one-half (1 ½) times the employee's regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in any workweek.

(b) For employees who have a regular work shift of eight (8) hours, one and one-half (1½) times the employee's regular hourly rate of pay shall be paid for all work performed in excess of eight (8) hours in a day. For employees who have a regular work shift of other than eight (8)

hours, one and one-half (1½) times the employee's regular hourly rate of pay shall be paid for all work performed in excess of the employee's regular work shift. Hours worked in excess of the employee's regular workday for which the employee receives overtime pay shall not be counted for purposes of determining overtime in excess of forty (40) hours per week.

5.02 Hours related to holiday pay, compensatory time, sick leave pay, and vacation leave pay but not worked shall be counted as hours worked for purposes of determining overtime pay.

5.03 It shall be the responsibility of the City to determine in each instance if overtime work is required and, if so, how many employees will be required to perform the work. Overtime will not be allowed without the approval of the department head or his designated representative and where overtime is allowed, it shall be distributed as equitably as practicable among employees within a work unit. The employee must have the required training, certification, and meet or exceed the job skills necessary for which the overtime work is necessary. Distribution of overtime shall be equalized over each one-year period. Employees who request to be excused and are excused from working overtime on a particular day shall be charged with the overtime hours which they would otherwise have worked on that day for the purpose of balancing.

5.04 If any employee works overtime, the employee may, with the approval of his supervisor, choose to take compensatory time instead of overtime pay. Compensatory time shall be awarded at the rate of one and one-half (1 ½) hours of compensatory time for each hour of overtime worked. Employees may accrue up to forty-eight (48) hours of compensatory time. The employee's desire to take compensatory time instead of overtime pay must be made known prior to the payroll submission date in which the overtime is worked.

The employee shall request 24 hour advance notice prior to taking the time off. When an employee requests to be allowed to take compensatory time off and the department head grants the request, the compensatory time off shall be granted for the day/hours requested if such use does not unreasonably disrupt the operation of the employee's department or result in overtime being earned by another employee as a result of the use of compensatory time off.

ARTICLE VI - CALL BACK REPORTING PAY

6.01 (a) Call back for purposes of this provision shall mean a requirement to report to work on a nonscheduled day or during nonscheduled hours.

(b) Any employee who is called in to work outside of their scheduled work shift shall be guaranteed at least one (1) hour of work or one (1) hour of pay at the rate of one and one-half (1½) times their regular rate of pay, except that if an employee is called to work between the hours of 10:00 P.M. and 6:00 A.M. or called in to work at any hour on Saturday, Sunday or a holiday shall be guaranteed at least two (2) hours of work or two (2) hours of pay at the rate of one and one-half (1 ½) times their regular rate of pay.

6.02 Employees who have on-call responsibilities regularly scheduled shall be paid \$15 per day for each day the employee has on-call responsibilities. An employee who has on-call responsibilities may trade with or transfer to another employee his on-call responsibility subject to the supervisor's prior approval.

ARTICLE VII - LEAVES OF ABSENCE

Leaves of Absence are of three kinds:

PART I -- PAID LEAVES OF ABSENCE
PART II -- UNPAID LEAVES OF ABSENCE, and
PART III -- SICK LEAVE BANK.

PART I - PAID LEAVES OF ABSENCE

Paid leaves of absence provided by this agreement are:

Section 1 -- Vacations
Section 2 -- Holidays
Section 3 -- Sick Leave
Section 4 -- Jury Duty Leaves
Section 5 -- Military Leave
Section 6 -- Funeral Leave

The rules governing such leaves are contained in the sections relating thereto:

SECTION 1 – VACATIONS

7.101 (a) Vacations shall be accrued and taken on an hour basis.

(b) The vacation anniversary date shall be the employee's date of hire for determining an employee's group for purposes of accruing and using vacation hours.

7.102 (a) Vacation hours shall accrue and will be granted as follows:

(b) Group 1 : shall be credited with 3.08 hours vacation per pay period eighty (80) hours per year.

(3) Group 2 : shall be credited with 4.62 hours vacation per pay period after seven (7) years of continuous service; one hundred twenty (120) hours per year.

(4) Group 3 : shall be credited with 6.16 hours vacation per pay period after fifteen (15) years of continuous service; one hundred sixty (160) hours per year.

(5) Group 4: shall be credited with 7.7 hours vacation per pay period after twenty-five (25) years of continuous service; two hundred (200) hours per year. Employees hired on or after January 1, 2006, shall not be eligible for Group 5 hours.

(b) Employees employed by the city shall be able to accrue up to a maximum of 200 vacation hours.

7.103 An employee shall be eligible to accrue vacation hours during his probationary period and take vacation hours with pay upon completion of his probation period.

7.104 The City Commission may grant a new employee credit for previous employment with a governmental entity for the purposes of calculation of accrued vacation up to a limit of four years if the previous employment experience was in a position with similar job responsibilities.

7.105 Any employee who is discharged, resigns or retires from his employment with the City, shall be paid in cash for all earned and accrued vacation time that may be due such employee at the time of discharge, resignation or retirement.

7.106 In the event an employee dies before taking his vacation during the calendar year, the full vacation pay due him will be paid at the time of the employee's final paycheck.

7.107 All employees shall make application for earned and accrued vacation on an approved "leave request form " to be signed by the Superintendent or Department Head in charge of his department and submitted to the Finance Office for record filing purposes. All Department Heads and Superintendents shall post scheduled vacations for their respective departments.

7.108 Scheduling and use of vacation:

(a) Vacation requests for the time period from March 1 to the last day of February the following year shall be submitted in writing during January and February and shall be posted by March 30th.

(b) Vacation requests for the year within a department shall be approved based on seniority provided the request has been submitted before March 1st. On and after March 1st, seniority shall not be applicable in granting of vacation time.

(c) If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, or in the event of any conflict over vacation periods, the employee with the greater seniority shall be given his choice of vacation period provided the employee submitted the scheduled vacation request prior to March 1st. For vacation requests made on or after March 1st, should two or more employees subsequently wish to take the same vacation day(s) the employee who first submits the written vacation request on or after March 1st shall be granted the vacation leave, subject to (d) below.

(d) Vacations normally will be granted at the time requested by the employee, unless operational necessity requires full staff or will result in overtime due to the employee being on vacation. If there is a dispute as to operational necessity, the dispute may be presented at Step 2 of the grievance procedure.

7.109 Vacation pay shall be at the employee's regular hourly rate of pay at the time vacation is taken.

7.110 Due to an emergency as defined in Section 4.03 employees may be requested to report to work during a scheduled vacation. The Mayor, department commissioner, or department head/superintendent after consultation with the Mayor or department's commissioner must declare the emergency. If an insufficient number of employees are willing to report during the emergency an employee on vacation may be required to report to work, and in such cases the employee will receive regular pay for the hours worked and shall have the right to reschedule the vacation hours. Employee circumstances shall be considered in such situations, including but not limited to scheduled vacation activities and location of the employee.

SECTION 2 - HOLIDAYS

7.201 The following days will be recognized and observed as Holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Native American Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	<u>Day after Thanksgiving</u>
Christmas Day	

Christmas Eve Day: When Christmas Eve is on Monday, Tuesday, Wednesday, or Thursday the afternoon of Christmas Eve (the last four (4) hours of the regularly scheduled workday) is deemed a holiday.

7.202 Every day appointed by the City Commission as a legal holiday shall be observed as a legal holiday.

7.203 Whenever any of the foregoing holidays fall on Sunday, the Monday following shall be observed as the holiday. Whenever any of the foregoing holidays fall on Saturday, the preceding Friday shall be observed as the holiday.

7.204 An eligible employee shall receive eight (8) hours of pay at his regular rate of pay for each holiday recognized by this Agreement on which he performs no work. If an employee is called in to work on a holiday that is not their regularly scheduled work day, they shall receive holiday pay plus call-back pay pursuant to Section 6.01.

7.205 Employees shall be eligible for Holiday Pay under the following conditions:

- (a) The employee must be in active employment when the Holiday occurs unless on Sick leave;
- (b) The employee performed the required work on his last scheduled shift for him prior to the Holiday and the first scheduled shift for him after the Holiday, unless excused by the employer;

7.206 (a) When an observed holiday falls on a scheduled day off for employees, the employee shall receive eight (8) hours of Holiday Pay at his/her regular rate of pay for each such holiday.

SECTION 3 - SICK LEAVE

7.301 An employee shall be eligible for sick leave pay under the following conditions:

- (a) The employee has completed a probationary period of one thousand forty (1,040) regular work hours to the City, and
- (b) He reports to his department head, immediate supervisor or Human Resource Coordinator not later than the start of his normal starting time, unless in the judgment of the City the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as possible.

7.302 Employees shall accumulate paid sick leave at the rate of 3.70 hours per pay period. Unused sick leave may be accumulated to a maximum six hundred (600) hours. Employees hired on or before December 31, 2005, shall be exempt from the six hundred (600) maximum of accumulated sick leave and may accumulate 1,200 hours (i.e., 150 days) of accumulated sick leave.

7.303 Paid sick leave shall be based on the employee's regularly hourly rate of pay and scheduled hours during the workweek, not to exceed 40 hours in a workweek.

7.304 If an employee voluntarily quits or is discharged from his employment, the employee shall not be compensated for unused sick leave unless eligible to be compensated pursuant to the retirement compensation benefit as provided within this Agreement.

7.305 Employees whose maximum accumulated sick leave is twelve hundred (1,200) hours, in the event of an employee's retirement, accrued and unused sick leave, but not in excess of three hundred sixty (360) hours, shall be paid to the employee upon such retirement, provided however, that the employee has worked for the employer for at least ten (10) years and provided also that the employee has at least seven hundred twenty (720) hours of his maximum allowable sick leave hours still unused. Employees whose maximum accumulated sick leave is six hundred (600) hours of sick leave in the event of such retirement after ten (10) years employment with the city shall be paid up to one hundred eighty (180 hours) of unused sick leave provided that the employee has three hundred sixty (360 hours) of accumulated sick leave at the time of retirement.

7.306 (a) In case of the death of an employee whose maximum accumulated sick leave is twelve hundred (1,200) hours, all unused, accrued sick leave shall be in the employee's final paycheck, but not in excess of four hundred eighty (480) hours, provided, however, that the employee has worked for the employer for at least ten (10) years and provided also that the employee has at least seven hundred twenty (720 hours) of his maximum allowable accrual hours still unused.

(b) In case of the death of an employee whose maximum accumulated sick leave is six hundred (600) hours, all unused, accrued sick leave shall be paid in the employee's final paycheck, but not in excess of two hundred forty (240) hours, provided, however, that the employee has worked for the employer for at least ten (10) years and provided also that the employee has at least three hundred sixty (360) hours of his maximum allowable accrual hours still unused.

7.307 Sick leave may be used as follows:

(a) Employee illness, including doctor, dental and vision appointments.

(b) If the employee is eligible for Family Medical Leave Act Leave, paid sick leave days shall be applied against the number of days (sixty days within a calendar year) to which the employee is entitled pursuant to the Family Medical Leave Act. In no instance shall the employee be entitled to more sick leave days (paid and/or unpaid) than that afforded through paid sick leave or the twelve (12) weeks of FMLA leave, whichever is greater, for FMLA qualifying reasons. The employee, however,

shall be required to use accumulated vacation time should the serious health condition continue beyond the paid sick leave.

(c) Four (4) days per calendar year of the employee's paid sick leave will be allowed for attendance upon each member of the immediate family of an employee who requires the care or attention of such employee, unless the illness constitutes a serious health condition as defined in the Family Medical Leave Act (FMLA) and in which case FMLA, section 7.307(b) will govern (i.e., up to 12 weeks within a calendar year of the eligible employee's paid sick leave may be used in case of a serious health condition of a family member). For the purposes of section 7.307(c), immediate family shall be defined as spouse, children including stepchildren, brothers, sisters and parents.

7.307(d) Worker's Compensation: Sick leave, vacation or comp time will be granted to supplement pay received under Worker's Compensation. If an employee qualifies for Worker's Compensation pay, the City will allow use of sick leave, vacation, comp time for the extent of the injury up to the maximum number of hours accrued by the employee. Sick leave, vacation, comp time will be at the employee's straight time base rate, forty (40) hours per week, less the amount received by the employee per week from Worker's Compensation. When sick leave, vacation, comp time is used to supplement worker's compensation benefits, the City will deduct the number of hours of leave necessary to proportionately pay the difference between salary and worker's compensation benefits. The compensation from the use of leave shall be applied toward any benefit plan for which the employee is responsible.

7.308 Employees may be required to furnish a doctor's certificate, or other acceptable evidence of illness in the event they are absent more than two (2) days in any calendar month and in the event that an employee is found to be abusing his sick leave privileges, he will be informed that all future sick leave must be substantiated by a doctor's certificate.

SECTION 4 - JURY DUTY LEAVES

7.401 Any employee will be paid the difference between any Jury Duty compensation they receive and their regular wages for each day of Jury service. The employee must furnish the City with a certified statement from the Court setting forth the date of Jury service and remuneration received therefore.

7.402 Employees called for Jury service are expected to work full time when not actually in Court or doing something in connection with such service. It is not intended by this Article that he shall receive pay unless he is necessarily absent on Jury Duty.

SECTION 5 - MILITARY LEAVE FOR ANNUAL DUTY

7.501 An employee who is a duly qualified member of the Reserve Component of the Armed Forces and who in order to receive Military Training with the Armed Forces of the United States, not to exceed fifteen (15) working days in any one calendar year, shall be entitled to a leave of absence and shall be returned to service, provided he is still able to perform the duties of his position without loss of status, pay and seniority, provided:

(a) He/She has given advance written or verbal notice prior to the time of departure.

- (b) He/She has satisfactorily performed the requirements of the training prescribed; and
- (c) The employee must return to his/her City position within the time frame established by federal law (USERRA).
- (d) In case the taxable military pay (Monday through Friday) for such fifteen (15) work day period is less than his/her regular wages, he/she shall be paid the difference by the City.

SECTION 6 - FUNERAL LEAVE

7.601 (a) An employee shall be granted up to five (5) days, with pay, to attend the funeral of spouse, parents, children, brothers, sisters, step children, step brothers, step sisters, step parents, grandparents, grandchildren.

(b) In case of death of the family member outside the immediate family, up to two (2) days sick leave may be used. Verification of such leave may be required upon return to work. A family member outside the immediate family shall be construed to mean: son-in-law; father-in-law; mother-in-law; brother-in-law; sister-in-law; daughter-in-law; and grandparents-in-law.

(c) If an employee is to act as a pallbearer at a funeral, the employee may use up to one (1) day of funeral leave.

PART II - UNPAID LEAVES OF ABSENCE

Unpaid leaves of absence covered by this agreement are:

- Section 7 -- Military Leave
- Section 8 -- Leave for Conduct of Union Affairs
- Section 9 -- Extended Sick Leave
- Section 10 -- Discretionary Leave

No employee on the foregoing leaves of absence shall be entitled to pay during such leaves. All such leaves shall be governed by the following provisions:

SECTION 7 - MILITARY LEAVE

7.701 Pursuant to federal law (USERRA), any member of the bargaining unit who reports or performs duty in any branch of the armed forces of the United States, shall be entitled to reinstatement with the City.

SECTION 8 - LEAVE FOR CONDUCT OF UNION AFFAIRS

7.801 The City will grant a total of forty (40) hours of leave of absence, without pay, per calendar year for members of the Union to attend functions of the Union. Union functions include but are not limited to national, state, regional, or local meetings, attending meeting/hearing related to a grievance or investigating a grievance, or department of labor proceedings related to scope of unit representation or determination of employee representative.

SECTION 9 - EXTENDED SICK LEAVE

7.901 An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence, without pay for the duration of the employee's FMLA leave entitlement.

SECTION 10 - DISCRETIONARY LEAVES

7.1001 An employee may request a leave of absence for reasons other than those provided above, which leave may be granted at the discretion of the City. Denial for leave under this provision shall not be unreasonably withheld.

PART III - SICK LEAVE BANK

7.1101 Participation in the Sick Leave Bank will be voluntary.

7.1102 Within thirty (30) days after completing their probation new employees may join and participate in the Sick Leave Bank by contributing sixteen (16) hours of sick leave to the sick leave bank. New employees who join the Sick Leave Bank upon completing their probationary period shall also contribute an additional sixteen (16) hours during the pay period of their first year anniversary of completion of probation in order to remain in the Sick Leave Bank.

7.1103 Employees who did not join the Sick Leave Bank may elect to join the Sick Leave Bank between January 1st to January 31st of each year by contributing thirty-two (32) hours. These employees are ineligible to receive Sick Leave Bank hours until July 1 of the year of enrollment.

7.1104 Use of the sick leave bank is only for the employee's own illness or injury.

7.1105 An employee may receive Sick Leave Bank hours if the following requirements are met:

(1) Sick Leave Bank hours received and used by the employee shall count against the FMLA annual allotment to which the employee is entitled;

(2) the employee has exhausted all his or her sick leave benefits, unused compensatory time, rescheduled holidays and unused vacation leave.

(3) the employee does not receive third party income reimbursement;

(4) the employee has been certified by a physician as suffering from illness or injury which prevents the employee from working at least eighty (80) work hours; for purpose of computing the eighty (80) hours, the eighty (80) hours begin when the employee using his/her individual sick leave due to the illness or injury for which use of the Sick Leave Bank has been granted;

(5) the employee has made a written request for and obtained written approval from the Sick Leave Bank Committee to receive Sick Leave Bank hours;

(6) should the employee receive more than one hundred sixty (160) hours from the Sick Leave Bank the employee must provide the Sick Leave Bank Committee, at each 160 hour interval, with written physician verification of continued illness or injury which prevents the employee from working;

7.1106 The maximum Sick Leave Bank benefit which an employee may receive is one thousand forty hours (1040) hours.

7.1107 Sick leave and vacation leave hours shall not be earned by an employee during the time when the employee is receiving Sick Leave Bank hours.

7.1108 Should the sick leave bank balance be less than three thousand (3,000) hours on January 1st, all members of the sick leave bank shall be required to contribute sixteen hours. Members of the Sick Leave Bank who do not have sixteen (16) hours who wish to continue in the Sick Leave Bank shall apply all of their future sick leave hours accrued pursuant to section 7.302 to the Sick Leave Bank until the employee has contributed the sixteen (16) hours.

7.1109 Once hours have been contributed, they may not be withdrawn even if the employee withdraws.

7.1110 A committee will be formed to judge on sick leave requests. The committee will be composed of four members: two (2) AFSCME Local 169 representatives selected by AFSCME and two (2) representatives selected by the Huron City Commission. Approval of sick leave bank hours will require a majority vote of the committee.

ARTICLE VIII - WAGES

8.01 The **2020** wages are contained in Appendix "B" of this agreement, which Appendix shall be considered to be a part of this agreement. An employee who is at less than Step **V** on the wage scale will advance one step on his/her hire anniversary date or the anniversary date of change in job classification to current position if the employee has changed job classifications. An employee on a Corrective Action Plan shall not be eligible to receive a wage (COLA) adjustment or step increase until they have successfully completed all Corrective Action Plans.

8.02 In addition, the City shall pay longevity pay based on the following schedule: For all employees hired before January 1, 2000, upon five (5) years of continuous service five dollars (\$5.00) per month for each year's service (or twenty-five dollars (\$25.00) per month) and in addition five dollars (\$5.00) per month for each year's service thereafter. Employees hired on or after January 1, 2006, shall not be eligible for longevity pay. Current employees receiving longevity pay shall not be eligible to receive any future increases in longevity pay after December 31, 2006.

8.03 Employee Benefit Cafeteria Plan: The City shall provide \$500.00 annually to each employee (through payroll of \$20.84 per pay period during the same pay periods when benefit deductions are taken out of the paycheck) for use by the employee in the employee benefit cafeteria plan. The employee shall apply the funds toward one or more of the employment benefits.

ARTICLE IX - SENIORITY

9.01 The definition of seniority shall be construed to mean total years of continuous service with the City of Huron.

9.02 Only lay off of over two (2) years, voluntary resignation, justifiable discharge, or retirement shall constitute breaks in continuous service for the purpose of computing seniority.

9.03 The probationary period for a new full-time employee shall consist of 1040 regular hours worked, excluding overtime hours worked. Employees under Federal programs, whose salaries are fully federally funded, shall be on probation for the term of full federal funding.

9.04 Seniority lists will be posted in a conspicuous place where all employees can readily read them and shall be kept up to date on a quarterly basis. Any appeal to the accuracy of the list shall be made within thirty (30) days of the date of posting. The appeal shall be presented to the Finance Director. Should the matter not be resolved at that level the appeal shall within ten (10) days be presented to the Commission.

9.05 In the event it becomes necessary in the opinion of the City Commission to lay off employees, all probationary, seasonal and part-time employees in the effected department(s) shall be laid off before any full time personnel in that department are laid off. After all probationary, seasonal and part-time employees in the department are laid off and if it is necessary to lay off one or more full-time employees, the full-time employee(s) shall be laid off after review and consideration of the following factors: continuous length of employment in the City, length of employment within the department, performance evaluations, licenses and certifications, training, and work experience. After consideration of the factors should it be determined that two employees in the department have equal qualifications, the City shall lay-off the department employee with the least seniority in the department. Full-time employees who are laid off pursuant to this provision shall be placed on lay-off status and entitled to recall privileges pursuant to section 10.09(c). Lay-off status and recall privileges do not apply to probationary, seasonal and part-time employees who are laid off pursuant to this provision.

ARTICLE X - WORKFORCE

10.01 Changes in job classification shall be determined by the City in accordance with this agreement. Factors to be considered by the City when considering promotion and transfer requests are the employee's (1) length of employment with the City, (2) work experience applicable to the new position, (3) past work history and experience, including performance appraisals, and (3) education and training applicable to the position. The same factors shall be considered with respect to all applicants.

10.02 The employer shall determine when a position is vacant and when it will be filled. Whenever a job opening occurs, other than a temporary opening as defined below in any existing job classification, or as a result of the development or establishment of a new job classification, a notice of such opening describing the position shall be posted on a bulletin board within each department for five (5) working days. Notice shall also be given to all employees on layoff. The City may also post the job opening to other city departments outside the bargaining unit and to the general public during the same period. Should after consideration of the factors identified in section 10.01 it be determined that two or more applicants have comparable qualifications and a current employee is one of those applicants having qualifications comparable to an applicant who is not currently a city employee, preference shall be granted to the current city employee.

10.03 If an employee desires to change job classifications, the employee shall in writing state the job classification which the employee requests. The person selected to fill the job shall be the applicant who best meets the qualifications established in section 10.01.

10.04 An employee who requested and received approval for a permanent change in job classification shall be granted sixty (60) calendar day probationary period to determine:

(a) His ability to perform the job.

(b) His desire to remain on the job.

During the sixty (60) calendar day probationary period, the employee shall have the opportunity to revert to his previous position if the position has not been filled. If the employee is unsatisfactory in the new position, in the opinion of the employer, notice and reasons will be submitted to the employee who will be returned to his former position by the employer. If the employee's previous position has been filled, in the City's discretion the City shall assign the employee to another vacant position in the city if a vacant position exists and the employee is qualified to fill the position, and if no such position exists the City shall place the employee on lay-off status.

10.05 If a change in job classification is made following a request by the employee the rate of pay for the new job will be the appropriate job classification pay step based on the employee's prior work history and work experience. Prior to the change in job classification being recommended to the City Commission, the Department Head and Human Resources Coordinator will inform the employee of the job classification pay step to be recommended and the employee can then agree to have the recommendation proceed to the City Commission or the employee can withdraw the request for a change in job classification.

10.06 (a) If the employer permanently changes an employee's job classification within a department without the employee having requested the change, the employee will be placed, at a minimum, at the first available step within the new position which provides a minimum of a twenty-five cent (\$0.25) increase from their current rate of pay.

(b) If the employer permanently changes an employee's job classification to a position in another department without the employee having requested the change, the employee shall be paid at the rate for the former job classification pay step or on the same pay step in the new job classification as to the pay step held by the employee in his/her previous position, whichever is greater.

(c) Sections 10.06(a) and (b) shall not apply should the employer permanently change an employee's job classification for disciplinary reasons. Should the employer change an employee's job classification for disciplinary reasons the employee shall be paid at the pay step as determined by the employer.

10.07 (a) The City Commission shall have the right to temporarily change an employee's job classification, irrespective of seniority status, for a period greater than twenty-four (24) consecutive work hours but not exceeding four hundred eighty (480) consecutive work hours, to a different full-time job classification within the City, for the following reasons: (1) to cover for employees who are absent from work due to illness, accident, vacation or a leave of absence, (2) to fill temporary jobs or temporary vacancies, and (3) to take care of operational needs of the city or unusual conditions or situations which may arise. The temporary change in job classification may be extended upon mutual agreement. The

employee shall be placed on the corresponding step as held by the employee prior to the temporary change in job classification and shall receive the wage at the corresponding step if higher than his/her pay prior to the temporary change in job classification. The employee shall receive his/her regular pay during the time of the temporary change in job classification if the wage for the position at the corresponding step is lower than the employee's pay prior to the temporary change in job classification.

(b) The Department Head shall have the right to temporarily assign an employee to work identified in a different job classification, irrespective of seniority status, for up to twenty-four (24) consecutive work hours, for the following reasons: (1) to cover for employees who are absent from work due to illness, accident, vacation or a leave of absence, (2) to fill temporary jobs or temporary vacancies, and (3) to take care of operational needs of the city or unusual conditions or situations which may arise. The employee shall receive his/her regular pay during the period of a temporary assignment, unless the temporary assignment is greater than twenty-four (24) consecutive work hours and in which case the employee shall be paid in accordance with 10.07(a).

(c) Any employee whose job classification is temporarily changed in accordance with section 10.07(a) or temporarily performs tasks in another job description in accordance with section 10.07(b) shall not acquire any permanent title or right to the job classification to which he or she is temporarily working but shall retain his/her seniority in the permanent classification from which he was assigned.

10.08 All written recommendations shall become part of the employee's personnel file.

10.09 If a job is to be consolidated, or eliminated, or work subcontracted, which would result in the elimination of a job, the employer shall:

(a) Provide sixty (60) days written notice to the Union.

(b) In the event it becomes necessary in the opinion of the City Commission to lay off employees, all probationary, seasonal and part-time employees in the effected department(s) shall be laid off before any full time personnel in that department are laid off. After all probationary, seasonal and part-time employees in the department are laid off and if it is necessary to lay off one or more full-time employees, the full-time employee(s) shall be laid off after review and consideration of the following factors: continuous length of employment in the City, length of employment within the department, performance evaluations, licenses and certifications, training, and work experience. After consideration of the factors should it be determined that two employees in the department have equal qualifications, the City shall lay-off the department employee with the least seniority in the department. Full-time employees who are laid off pursuant to this provision shall be placed on lay-off status and entitled to recall privileges pursuant to section 10.09(c). Lay-off status and recall privileges do not apply to probationary, seasonal and part-time employees who are laid off pursuant to this provision.

(c) Any employee whose job is eliminated will be placed on a lay off status in accordance with the terms of this contract.

(i) Recall rights shall exist for a period of two (2) years from the date of lay-off.

(ii) An employee on lay-off status shall be recalled to employment provided the person can perform, at the time notice of recall is issued, the essential job functions for the position to which recall is issued. Should two or more persons on lay-off status be able to perform the essential job functions for the position, the person on lay-off status having the longest consecutive years of employment with the City shall be recalled.

(iii) Any laid off employee who fails to accept a full time position within seven (7) days after receiving written notice of recall will lose all seniority rights and forfeit all rights to be recalled by the City.

(iv) Any person on lay-off status who is not eligible for recall pursuant to (ii) above may apply for an open position as provided in Section 10.02.

(v) A laid-off employee shall be responsible for keeping the City informed in writing as to his/her current address.

ARTICLE XI – DISCIPLINARY ACTION

11.01 The City has the right to impose discipline upon employees for violations of the City’s work rules, for misconduct or poor performance. Disciplinary action may include oral reprimand, written reprimand, and suspension without pay or dismissal. No employee shall be disciplined or discharged without just cause. If just cause is determined, disciplinary action shall be reasonably related to the seriousness of the offense and the past record. Discipline shall be progressive. The employee shall be allowed to have a steward in attendance.

11.02 In cases of poor performance, a written notice shall be given to the employee outlining the areas of work performance that must be improved before an employee may be dismissed for poor work performance. If no written notice is provided by the employer to the employee within five actual days worked by employee of the performance issue, the matter shall be considered resolved and can not be used in future discipline. The employee will then have thirty (30) calendar days to improve the performance before further action is taken. If, after thirty (30) calendar days the work performance has not improved, the employer may take such action as may be determined appropriate, including suspension without pay, place the employee on probation for up to four (4) months or dismissal. The City may terminate the employment relationship at the end of the probationary period upon giving the employee written notice of termination should the employee be placed on probation and not satisfactorily improve their work performance.

11.03 (A) Just causes for all discipline shall be progressive in nature, including dismissal or suspension without pay, include, but are not limited to areas listed below. Any employee may be given lesser disciplinary treatment than suspension without pay or dismissal.

- (a) Theft from the employer.
- (b) Intoxication, drinking or being under the influence of alcohol when reporting to work or while on the job.
- (c) In possession of or being under the influence of an illegal drug.
- (d) Insubordination.
- (e) Neglect of duty (neglect of duty means intentionally not doing assigned job tasks).

- (f) Willful or reckless destruction of the employer's property, or damage to or loss of city property due to the gross negligence.
- (g) Unauthorized absence.
- (h) Conviction of a felony or crime of domestic violence (including a suspended imposition of sentence).
- (i) Sexual harassment of another individual while at work.
- (j) Loss of driver's license which results in the employee not being able to perform his/her duties.
- (k) Making disparaging remarks while at work regarding another person based on the other person's race, ethnic background or national origin.

(B) Before an employee is dismissed or suspended without pay pursuant to 11.03(A) the employee shall receive written notice of the recommendation by the Commissioner in charge of the department, the Department Head or Human Resource Coordinator that the employee be dismissed or suspended without pay. The written notice shall include the reason(s)/basis for the action to be taken. Within ten (10) working days from the date the written notice is received by the employee, the employee shall have the right to submit a written request to the City Commission requesting an informal meeting with the commission at which time the employee may present such reasons as the employee may have that he/she not be dismissed or suspended without pay. The informal meeting shall be held not later than fourteen (14) calendar days from the commission's receipt of the written request for the informal meeting. At the conclusion of the informal meeting, or after five (5) calendar days of the employee's receipt of the recommendation if the employee does not request an informal meeting, the commission shall act upon the recommendation.

(C) Placement on Paid Administrative Leave: When there is reasonable cause to suspect employee misconduct, the employee may be placed on paid administrative leave by the Commissioner in charge of the department or the Commission. Placement on paid administrative leave is for the purpose of stabilizing the situation and shall not constitute disciplinary action taken by the employer. While on paid administrative leave the employee will be temporarily disengaged from their responsibilities until the matter which resulted in the placement on paid administrative leave is concluded at the city level. An employee on paid administrative leave shall continue to receive all benefits of employment such as wages, accrual of sick leave, vacation and holiday hours, and seniority rights related to such things as scheduling vacation. The employee on paid administrative leave may subsequently be reinstated to his/her responsibilities or be notified of a recommendation that he/she be suspended without pay or a recommendation that his/her employment with the City be terminated.

11.04 Should an employee be indicted by a grand jury or bound over for trial after a preliminary hearing on a felony or domestic violence charge, the employee shall be suspended without pay pending the outcome of the criminal proceedings. Should the employee be convicted of a felony or domestic violence offense the employee's employment contract shall be terminated. A conviction for purposes of this provision includes a suspended imposition of sentence. Should the charge be dismissed or the employee found not guilty of the charges the employee shall be reinstated and the employee shall receive back pay and benefits up to a maximum of forty-five (45) working days.

11.05 No information contained in an employee's personnel file shall be used by the employer in such disciplinary proceedings or in consideration relating to qualifications under seniority unless such information has been made known to the employee and his acknowledgment of the receipt of such information indicated thereon, either by his signature or initials, or by a statement by the employer or its designee that the employee has been shown the material and refused to affix his signature or initials. Signing, or initialing the document does not imply agreement with the contents, but merely indicates that the contents of the document were made known and were discussed. The employee shall be able to submit a written response. No other file shall be maintained by the employer pertaining to an employee with the exception of the working files of the City Attorney.

11.06 If the employer has reason to reprimand an employee, it shall be done in a diplomatic manner, should be done privately, away from fellow employees and the public. The employee shall be allowed to have a steward in attendance.

11.07 All disciplinary action shall be recorded in the employee's personnel file within seven (7) days of the incident. If the discipline is not documented, it shall not be used against the employee. Documents related to an employee's discipline shall remain in the employee's file as long as the person is employed by the City of Huron. Closed employee files will be retained as required by the State of SD Records Retention and Destruction Schedule and any applicable Federal Regulation.

11.08 Any employee who is disciplined or discharged has the right to file a grievance pursuant to Article XII. The grievance procedure set forth in Article XII shall be the exclusive and sole remedy should an employee believe he/she was disciplined without just cause or in a manner inconsistent with this Agreement.

ARTICLE XII - GRIEVANCE PROCEDURE

Article 12 – Grievance and Appeals Procedure

12.01 A grievance is defined as a written complaint by an employee, or group of employees based upon an alleged violation, misinterpretation, or inequitable application of the provisions of this Agreement, ordinances or policies as they apply to the conditions of employment. An alleged violation, misinterpretation or inequitable application of a non-existing contract provision, ordinance, policy or rule shall not constitute a "grievance."

12.02 Individual employees or groups of employees shall have the right to present grievances in person or through the formal representative. At any step in this procedure an employee may request that the formal representative be present.

12.03 Any employee or group of employees shall have the right at any time to present grievances to the City and to have grievances adjusted without the intervention of the formal representative as long as the adjustment is not inconsistent with any terms of any settlement with the formal representative then in effect or with this Agreement; and provided that the formal representative has been given an opportunity to be present at such adjustment.

12.04 (a) An employee is encouraged to discuss his/her complaint informally with his/her department head within seven (7) days after the employee learned of the event giving rise of the grievance. The employee shall request the department head to schedule the meeting and when making the request for the meeting to be scheduled and the nature of the complaint. The employee and the department head shall have the right to have a person of their choosing present during the informal meeting.

(b) After a grievance is filed by an employee, failure to comply with any time limitations shall result in the grievance being considered satisfactorily settled on the basis of the last decision received by the employee. Failure by an employee to file a grievance within the time limitation set forth shall constitute a waiver by the employee to file a grievance pursuant to this Article.

(c) Time limitations may be extended by mutual agreement in writing between the City and the grievant or their designated representative. Time limitations shall be extended for a reasonable length of time if unable to be met due to unavailability of the employee or management person responsible for responding as a result of illness or vacation.

12.05 Grievance Procedure

(a) Step 1. Within fourteen (14) calendar days after the event giving rise to the grievance, or fourteen (14) calendar days after the grievant learned of the event giving rise to the grievance, the grievant shall file the grievance in writing with the grievant's department head. The notice of grievance shall contain

- (i) the date, time, and all relevant facts related to the alleged violation, misinterpretation, or inequitable application of this Agreement, ordinance or policy,
- (ii) identify the relevant provisions of this Agreement, city ordinance or policy alleged to have been violated, misinterpreted or inequitably applied,
- (iii) specify the remedy requested, and
- (iv) how/why the grievant believes the relevant facts result in a violation, misinterpretation or inequitable applications of the contract provision(s), ordinances and/or policies identified on the grievance document, and
- (v) the signature(s) of the employee(s) or the formal representative.

The employee may utilize either the City's Employee Grievance Form (Appendix C), a Form prepared by the Union, or in letter form to the department head, provided that whichever method is utilized by the employee the employee includes within the document the specific contract provision(s), ordinances and/or policies alleged to have been violated, misinterpreted or inequitably applied, a detailed explanation of the relevant facts (including witnesses), and how/why the grievant believes the relevant facts result in a violation, misinterpretation or inequitable application of the contract provision(s), ordinances and/or policies alleged to have been violated, misinterpreted or inequitably applied. Should a grievance be filed that does not include all of the required information as set forth above, the City shall identify which information is necessary and the grievance shall be returned within two working days to the person who submitted the grievance (or his/her representative) and the person who submitted the grievance (or his/her representative) shall have fourteen (14) calendar days within which to amend the grievance in order that it contain all of the required information and resubmit the grievance.

(b) Step 2. If the grievant disagrees with the decision of the department head, or if the grievant has not received a written response from the department head within the required time frame, the grievant may file an appeal to the City Commission within ten (10) calendar days of the receipt of the answer from the department head or, if no written

response was received then within ten (10) calendar days from the deadline for receipt of the department head's response. The notice of appeal shall state the specific reason(s) and rationale why the grievant disagrees with the department head's decision. Within ten (10) calendar days of receipt of the appeal the City Commission shall meet with the grievant and the department head to discuss the grievance. Within fourteen (14) calendar days of the receipt of the appeal the City Commission shall submit a written decision to the grievant and department head.

Grievance Hearing Procedure:

- (1) Each party may make an opening statement, beginning with the grievant;
- (2) Each party may introduce evidence, present witnesses, and examine and cross-examine witnesses;
- (3) The grievant shall present his/her case first;
- (4) The hearing is closed to the public. A verbatim record of the hearing by means of an electronic or mechanical device or by court reporter shall be kept. This record and any exhibits must be sealed and must remain with the city commission until the appeal process has been completed;
- (5) Witnesses may be present only when testifying. All witnesses must take an oath or affirmation administered by the Mayor or other person authorized by law to take oaths and affirmations;
- (6) Each party may raise any legal objection to evidence;
- (7) All relevant evidence shall be admitted; however, unproductive or repetitious evidence may be limited and not accepted;
- (8) After a witness has testified and been subject to cross-examination, the city commission may ask questions of witnesses;
- (9) Beginning with the grievant, each party may make a closing statement;
- (10) After the hearing, the city commission shall meet in executive session for deliberation. No one other than legal counsel for the commission may meet with the city commission during deliberation. Consultation with any other person during deliberation may occur only if both parties or their representatives are present; and
- (11) The decision of the city commission must be based solely on the evidence presented at the hearing and must be formalized by a motion made in open meeting. The motion shall omit the name of the employee.

Within fourteen (14) calendar days of the hearing the city commission shall submit a written decision to the grievant and department head.

(d) Step 4. If the grievant disagrees with the decision of the city commission, the employee may within thirty (30) calendar days after receipt of the decision initiate an appeal to the South Dakota Department of Labor pursuant to SDCL Ch. 3-18. The decision of the South Dakota Department of Labor may be appealed to circuit court pursuant to SDCL 1-26.

12.06 Miscellaneous:

- (a) Grievances filed by a group of employees or by the formal representative on behalf of a group of employees which are of General Concern shall be initiated at Step 2 of the grievance procedure.
- (b) A copy of all decisions rendered shall be furnished to the Union.

(c) All grievances filed by or on behalf of an individual employee or specified/identified employees and the resolution thereof shall be filed in the employee(s) personnel files and copies of the same shall be filed in the Human Resource Coordinator's office.

(d) No reprisals of any kind shall be taken by any party against any other participant in the grievance procedure by reason of such participation.

(e) The sole procedure for addressing any alleged violation of this Agreement, ordinance or policy shall be pursuant to the foregoing grievance policy.

12.07 Miscellaneous

(a) The Local President or his designee, the Chief Steward, Shop Steward or any accredited representative of Council 65, or the AFSCME International Union, may investigate, or present any grievance during work hours provided that such action does not take more than a reasonable time.

(b) When any employee of the City of Huron must leave his workstation, under this section, they shall first notify the supervisor in charge. No one, after such notification, shall be denied the right to leave unless job requirements, at that time, are such that any absence would constitute a real detriment to the particular job or to the mission of the City.

(c) When a grievant is not permitted to leave at the time requested, they shall be allowed to go as soon as possible and the time limits for the grievance shall be extended for as many days as they are unable to leave their work station with a minimum of one (1) day extension. When an employee, under this section, enters a work site, or when an accredited Union representative enters a work site for grievance processing, they shall report to the supervisor in charge that they are on the site before talking with the employee.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

13.01 Uniforms and Protective Equipment: Uniforms or protective clothing will be provided by the Employer, at no cost to an employee, where such uniforms, or protective clothing are deemed necessary by this Employer, or required by law. Failure to wear the uniform or protective clothing shall be grounds for disciplinary action. The City, however, shall not be responsible for providing winter clothing such as jackets/gloves/boots, etc., for employees who must work outside during the winter months.

13.02 Savings Clause: Should any article, section, or portion of this Agreement be held unlawful, or unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific article, section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree to immediately enter negotiations for a substitution of the invalidated article, section or portion of the Agreement.

13.03 City to Furnish Tools, Equipment and Supplies: Employees will not be required to furnish any tools, equipment or supplies.

13.04 Snow Removal Crew: Employees who do not work in the street department may be required to assist with snow removal work.

13.05 Hepatitis B Inoculations: The Employer will provide for the reimbursement of the employee's cost of obtaining a Hepatitis B inoculation. The employee is to make his own arrangements with a health care provider for obtaining the inoculation. Upon providing a copy of the insurance company's Explanation of Benefits and proof of payment, the City will reimburse the employee for his share of the cost.

13.06 Labor-Management Cooperation. The parties recognize that during the period in which this Agreement is in effect, problems of administration of this Agreement may arise which are not now anticipated by either party. They also recognize that during such period more mutually constructive and productive relationships are likely to exist between the City and the Union, among both management and non-management employees, if both the City and the Union continue and enlarge their respective efforts to gain a better appreciation and understanding of the other's problems and objectives. Both parties recognize that frequently what first appear to be problems or areas of conflict and disagreements are actually the result of misunderstanding and which may be resolved upon a complete and frank exchange of viewpoints and ideas. The parties recognize the limitations placed upon both parties through formal collective bargaining negotiations and grievance process and also recognize the existence of an alternative way to promote a positive atmosphere which is to address concerns which either party may have by providing for a method of direct communication between the parties on a regular basis.

The City and Union recognize that differences of opinion or disagreements between the City and Union are inevitable. The City recognizes the desire of employees and the Union to be treated fairly and with respect, and the City is committed to treating employees and Union fairly and with respect. Employees and the Union also recognize the importance of giving respect to the employer and the employer's management supervisors, and employees and the Union are committing to giving the City and supervisory/management personnel the same respect desired by employees and the Union. Employees and the Union also recognize and respect the need of the City to make decisions which the City believes to be in the best interests of the City and employees and the Union recognize that what may be in the best interests of the City, as determined by the City, may or may not be deemed by an individual employee, group of employees or the Union as being in the best interests of the individual employee, group of employees or the Union.

(b) The committee shall not be for the purpose of addressing pending or threatened grievances or conducting collective bargaining negotiations, nor for any purpose which in any way will modify, add to or detract from the provisions of this Agreement. However, nothing in 13.06 shall prohibit the parties from executing a Memorandum of Understanding with respect to a mutual agreement related to the administration, interpretation or application of any provision of this Agreement provided any such Memorandum of Understanding shall be binding upon the parties only to the expiration of the contract currently in force at the time of the execution of the Memorandum of Understanding unless for a shorter period of time is expressly set forth in the Memorandum of Understanding.

The Committee shall be comprised of 2 members from AFSCME and 2 members from Management.

ARTICLE XIV - INSURANCE AND RETIREMENT

14.01 As authorized by SDCL 9-14-30 and 9-14-32, the Employer agrees to pay the full cost of health insurance for single coverage for each employee. Employee shall be responsible for dependent coverage. This will be negotiated annually with the wages.

14.02 (a) The coverage shall not be less than the existing coverage nor shall there be any changes in the coverage except those following the negotiations process or which are required by law or initiated by the insurance company.

(b) Employees, at the employee's option, will be covered by the City's health insurance program under the terms and conditions consistent with the insurance carrier's program.

(c) City reserves the right to reopen negotiations in regard to the City's health insurance program during the term of the agreement.

14.03 Insurance Committee: An insurance committee shall be formed to review the present health insurance plan and explore different plans and costs. This committee shall meet annually. The committee shall be made up of two (2) City Commissioners, two (2) AFSCME members, two (2) FOP members, and two (2) non-bargaining unit city employees. The committee shall make recommendations to the City Commission, AFSCME and FOP.

14.04 (a) The employees shall be part of the South Dakota Retirement System. The Employer shall contribute to such system as provided by state statute.

(b) Employees who have attained the age of 55 and have at least a total of \$600 in earned special pay (i.e., paid sick leave and/or paid vacation leave) shall participate in the SDRS Special Pay Plan Program.

14.05 A tax deferred supplemental retirement savings plan (457) shall be offered by the City. Participation in the plan is optional for employees. All contributions to the plan must be by payroll deduction. An employee may change his contribution rate any time prior to preparation of the next payroll. Withdrawals from the plan can only be made in cases of extreme emergencies, and are subject to taxes and penalties.

ARTICLE XV - SAFETY

15.01 Safe Workplace: The City shall provide a safe and healthful workplace for all employees and correct all hazards. Nothing shall imply that the Union has undertaken or assumed any portion of that responsibility. Employees shall report to their department head any unsafe or hazardous condition of which the employee becomes aware.

15.02 No employee shall be required to operate equipment or do any work that any reasonable employee, in the exercise of ordinary care, would know might cause injury to the employee or anyone else. An employee shall not be subject to disciplinary action by

reason of their failure or refusal to operate or handle any unsafe piece of equipment in any unsafe work situation.

15.03 Joint Safety Committee: The City and the Union shall establish and maintain a joint Safety Committee composed of five representatives of management and five bargaining unit members. No more than one bargaining unit member from any one department can be a member of the committee. The Safety Committee shall assure that proper safety and health standards are maintained. The committee shall identify workplace health and safety problems and make recommendations for corrections to the Mayor or Commissioner in charge of the department.

15.04 Safety Equipment: The City shall provide employees with safety equipment deemed necessary by the City.

15.05 Union Rights: Employees and the Union may exercise all legal rights to secure a safe and healthful workplace without threat, loss of pay, or other reprisals of any kind.

ARTICLE XVI - WEATHER CLOSINGS

16.01 In cases of a weather related emergencies such as blizzards, the Mayor may cancel regularly scheduled shifts, or a portion of a shift, for employees he determines are not essential to the operation of the city during that emergency. Those employees shall have the option to be compensated for hours not worked through the use of available vacation hours, sick hours or compensatory time hours, or Flex scheduling, refer to 4.02 (b) or the employee may elect to take unpaid leave.

ARTICLE XVII - POLICY and MID-TERM CONTRACT MODIFICATIONS

17.01 Pursuant to SDCL 3-18-15.4, nothing in this chapter prevents the City from legally changing any ordinance, policy or rule that is currently the subject matter of a grievance procedure. However, any prior contractual rights may not be affected by a subsequent change of any ordinance, policy or rule.

17.02 Whenever the City shall adopt any policy or procedure not already implemented or in effect at the time this agreement is executed, or adopt work rules governing operations, they shall be posted on the bulletin board and by delivery of a copy to the bargaining unit.

17.03 Prior to the termination date of this contract, the parties, upon mutual agreement in writing, may agree to re-open the contract for purposes of negotiating any current or new provision. A decision by either party to decline to mutually agree to re-open contract negotiations shall not constitute the basis for an unfair labor practice based on SDCL 3-18-3.

ARTICLE XVIII - DURATION

18.01 Except for Article VIII (Wages) and Article XIV (health insurance) this Agreement shall remain in full force and effect commencing January 1, 2020 , and shall remain in full force and effect until December 31, 2022 . Article VIII (Wages) and Article XIV (health insurance) is subject to negotiations on an annual basis. Either party may give notice, in writing, of its desire

to negotiate the terms and provisions of a successor agreement or Article VIII of the contract expiration year. Negotiations for a new contract shall commence within thirty (30) days after notification.

IN WITNESS WHEREOF, the parties hereto have set their hands this-_____,2019.

LOCAL UNION NO. 169 OF THE
AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

CITY OF HURON
HURON, SOUTH DAKOTA

Kooper Caraway, Union Representative

Paul Aylward, Mayor

Todd Larsen, President

Doug Kludt, City Commissioner

Rollie Hotchkin, Vice President

Bryan Smith, City Commissioner

Angela Bailey,

Mark Robish, City Commissioner

Gary Harrington, City Commissioner

APPENDIX A
Authorization for Payroll Deduction

**APPENDIX C
CITY EMPLOYEE GRIEVANCE FORM**

A grievance is a written complaint by an employee or group of employees alleging a violation, misinterpretation, or inequitable application of a provision of the union contract, ordinance or policy as applied to the conditions of employment. The person(s) filing the grievance is the "Grievant."

Identify: (a) individual grievance _____ (b) group/general concern grievance _____

Name of Employee(s) filing the grievance: _____

Employee's immediate supervisor: _____

Statement of Grievance:

1. Identify the specific contract provision(s), ordinance(s) and/or policy(ies) alleged to have been violated:

2. Provide a detailed explanation of the relevant facts, including dates and identify witnesses (if any). Use additional sheets if necessary.

3. Identify how/why the Grievant believes the relevant facts are a violation, misinterpretation or inequitable application of the contract provision(s), ordinance(s) and/or policy(ies) identified in #1. Use additional sheets of necessary. _____

4. Was an informal meeting held between the grievant and immediate supervisor regarding the Grievant's concerns and prior to the filing of a grievance? Yes _____ No _____

5. Specific relief requested by Grievant: _____

Date

Employee/Grievant or Representative

Date received

Department Head