

2019 - 2021

AGREEMENT BETWEEN

THE VERMILLION/CLAY AREA EMERGENCY SERVICES  
COMMUNICATIONS CENTER

AND

AFSCME LOCAL 1052

OF

THE DAKOTAS PUBLIC EMPLOYEES UNION

AFSCME COUNCIL #65, AFL-CIO

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ARTICLE 1  
AGREEMENT

Section 1.1 Agreement. This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Vermillion, South Dakota, hereinafter referred to as the “Employer” or the “City” and AFSCME Local 1052, Council # 65 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union”.

Section 1.2 Purpose. This Agreement is made for the purpose of promoting cooperation and harmonious relations among the City, the Union, and employees of the Clay Area Emergency Services Communications Center represented in the bargaining unit. It is the intent of the parties to set forth, in this Agreement, negotiable provisions regarding the wages, hours and conditions of employment.

Section 1.3 Legal Reference. If any provision of this Agreement is in contravention of the laws or regulations of the United States, or the State of South Dakota, such provisions shall be superseded by the appropriate provisions of such regulation; so long as the same is in force and effect, but all other provisions of this Agreement shall continue in force and effect.

Section 1.4 Sanctity of Agreement. Unless otherwise specifically provided in this Agreement, no changes in this Agreement shall be negotiated during its duration, unless there is a written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

ARTICLE 2  
RECOGNITION

Section 2.1. The City hereby recognizes the Union as the sole collective bargaining representative, pursuant to SDCL 3-18, for all employees employed by the employer in the following described unit:

“All full-time and part-time employees who work more than twenty (20) hours per week, employed in the Clay Area Emergency Services Communications Center of Vermillion, South Dakota, including dispatchers and excluding the Communications Director”

ARTICLE 3  
NON-DISCRIMINATION

Section 3.1 Joint Pledge. Neither the City, nor the Union, shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, religion, ancestry, national origin, handicap, or membership in the Union.

Section 3.2 Gender. As used in this contract, where appropriate, the masculine includes the feminine, and the singular includes the plural (and vice versa).

ARTICLE 4  
BONDS

Section 4.1. Should the Employer require an employee to give surety bond as a condition to the performance of official duties, all premiums of such bond will be paid by the Employer.

ARTICLE 5  
CHECK-OFF

Section 5.1. The Employer agrees that, upon receiving written authorization by the employee from the Union, the Employer will deduct all dues, initiation fees and mandatory assessments designated by the Local Union. Such deductions shall be remitted by the Employer to the Local Union at a time mutually agreed between the City and the Union.

ARTICLE 6  
MANAGEMENT RIGHTS

Section 6.1. Except to the extent expressly modified by a specific provision of this Agreement, the City of Vermillion has common law rights to manage the operation of the Clay Area Emergency Services Communications Center of the City of Vermillion, control the premises, direct the working force and maintain the efficiency of operations. Further, all rights, which ordinarily vest in and are exercised by employers, are reserved and remain vested in the City as such rights existed prior to the execution of this Agreement with the Union.

Section 6.2. It is expressly recognized, merely by way of illustration, and not by way of limitation, that such rights and functions include, but are not limited to:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.
- B. Develop, alter or abolish policies, practices, procedures, and rules to govern the operations of the Clay Area Emergency Services Communications Center.
- C. Determine the overall methods, process, means or personnel by which the Clay Area Emergency Services Communications Center operations are to be conducted.

- D. Determine the adequacy of the work force, including the number, types, and grades of positions assigned by any division in the Departments.
- E. Hire, train, supervise, and evaluate employees.
- F. Determine work assignments and establish, alter or eliminate work schedules, locations or functions in accordance with municipal and departmental needs.
- G. Schedule work periods and determine the number and duration of work periods.
- H. Suspend, discipline, demote, or discharge for just cause; or layoff, and promote, or retain employees.
- I. Determine the mission and standards of service, which will be provided to the public, and to take action to carry out the mission of the City and of the Departments as a governmental unit.

Section 6.3 Limitations. The exercise of the foregoing powers, rights, authority, duties and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement. Only to the extent that the above rights are specifically limited, in whole or in part, by the provisions of this Agreement, alleged violations are subject to grievance procedure.

## ARTICLE 7 STEWARD

Section 7.1 Designation. The Union shall designate one (1) Steward. The Steward, so designated, shall perform the following duty as specified in the succeeding paragraph.

Section 7.2 Steward Duties. The Steward shall be permitted to engage in investigation and presentation of grievances to the Employer, or the designated Employer representative, in accordance with the provisions of the Agreement.

Section 7.3 Steward Responsibility to Employer. The Steward shall be permitted a reasonable time, not exceeding four (4) hours per month, to conduct necessary Union business during working hours without loss of pay, providing it does not interfere with the responsible operation of the department. The Steward shall, before leaving his/her workstation, inform the Steward's supervisor of the need for permission to leave.

## ARTICLE 8 UNION BUSINESS AND REPRESENTATIVES

Section 8.1 Business. The Employer agrees to grant the necessary time off, without discrimination and without pay, to the Union steward to attend a labor convention. Fifteen (15) calendar days written notice of such absence will be given by the Union to the Employer.

Upon receiving ninety-six (96) hours notice, the City shall excuse all employees in the bargaining unit, except one (1) scheduled dispatcher, to attend Union meetings, provided that during the term of the contract, such Union meetings shall not exceed four (4) hours, with each having a maximum duration of two (2) hours. All employees attending such Union meetings shall be available to handle calls in the same manner as are handled during meetings called by the City. Off duty employees attending such meetings shall do so on their own time.

Section 8.2 Negotiation Time. Members of the Union negotiation 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/her regular hourly rate, subject to the following limitations:

- A. Total compensation paid to the Union negotiation team will not exceed fifty (50) hours for regular scheduled duty time for all members combined, during any negotiation process in which the contract is open.
- B. Time spent in negotiations by the Union negotiation team members shall be counted as time worked when computing overtime compensation.
- C. No compensation will be paid for the time spent preparing for negotiations with the exception of on duty employees in attendance at scheduled Union meetings.

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

## ARTICLE 9 UNION REPRESENTATIVE

Section 9.1. The AFSCME union representative, after having notified the Communications Director, shall have reasonable access to the Public Safety Center and be permitted to converse with bargaining unit members on site during regular on-duty hours. Such access shall be for the sole purpose of ascertaining that the Agreement is being adhered to. Access shall not be unreasonably withheld, but may be denied if in the opinion of the Communications Director such meeting would have a significant impact upon the City's responsibilities towards the general public.

ARTICLE 10  
BULLETIN BOARDS

Section 10.1. The Union shall be permitted to maintain a Union bulletin board in the communications center and shall be permitted exclusive use of the existing bulletin board during the functional life of that board.

ARTICLE 11  
DISCIPLINE AND DISCHARGE

Section 11.1 Just Cause Provision. Any employee who has completed his/her initial probationary period shall be disciplined or discharged only for just cause. During the initial probationary period, bargaining unit members may be removed without a showing of cause.

Section 11.2 Progressive Discipline. The City will ordinarily use the following system of progressive discipline for the same or related offenses: oral or written reprimand, followed by suspension, followed by reduction in compensation, rank or removal. The City may determine to deviate from this progression for any serious job related misconduct of such a nature that would reasonably warrant more severe disciplinary action. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, if any, and the employee's record of conduct and work performance. Nothing in this section shall preclude supervisors from issuing verbal instructions, warnings, or directives for corrective action.

Section 11.3 Just Causes for Removal, Discharge and Suspension. The following conditions or occurrences will be considered just cause for discharge, suspension, reduction of rank, pay, or responsibility of an employee. However, just cause for discharge, suspension, or reduction is not limited to those conditions and occurrences listed herein.

Any offense under groups 1 or 2 listed in the disciplinary measures may be treated as any offense in the next higher group depending on the severity of the offense. The offense shall be deemed more severe if the alleged offense brought harm to any individual. This shall be decided by the Communications Director.

Depending upon the severity of the offense, the Communications Director may recommend, and the City Manager may impose, other disciplinary actions (than those shown as guidelines in the Groups 1, 2, and 3 offenses) in order to properly act upon a disciplinary matter.

Those rules, which provide for a written reprimand on the first offense, shall be administered on a twelve (12) month basis. After the twelfth (12<sup>th</sup>) month anniversary date of the offense, the offense shall not be considered in any disciplinary action.

Consideration will be given to the severity of the offense, the cost involved, the time interval between violations, the length and quality of the Service Record, and the ability of the employee concerned.

Any reprimand that can become part of a telecommunicator's official record, or result in suspension or discharge, shall be given in writing to the employee affected, with a copy to the Union Steward and shall be done at an appointed time with such employee having the right to have a Union Steward and/or other Union representative present.

Section 11.4 Group 1 Offense. First Offense: written reprimand. Second Offense: Three (3) days suspended without pay for a different second offense. Five (5) days suspended without pay for repeat of the first offense. Third Offense: Discharge.

- A. Acts in a disorderly manner or in any manner likely to bring discredit to the department or any member thereof.
- B. While in public criticizes any order, policy of the department, ordinance of the City, or speaks derogatorily of other officers or employees of the department regarding orders or instructions issued by any superiors.
- C. Neglects, or without good and sufficient reason, omits, promptly and properly, to attend to anything which is his/her duty as a member of the department.
- D. By carelessness or neglect permits a prisoner to escape.
- E. Fails or omits to make any official entry in form or report.
- F. Is absent without leave or is late for duty without reasonable excuse.
- G. Appears on duty or in uniform improperly dressed or untidy in his person or clothing.
- H. Uses rude or demeaning language to any member of the public while in the discharge of his/her duties.
- I. Fails to report damage to City equipment to a shift supervisor before going off duty.

Section 11.5 Group 2 Offense. First Offense: Five (5) days suspended without pay. Second Offense: Ten (10) days suspended without pay for a different second offense. Discharge for repeat of first offense. Third Offense: Discharge.

- A. Leave his/her place of duty without permission from his/her supervisor or other sufficient cause.



- B. Divulges any matter which is his/her informed duty to keep secret. This covers all police records not specifically to be released.
- C. Without proper authority, communicates to the public press or any unauthorized person any official information connected with the department.
- D. Uses any unnecessary violence or force on any person with whom he/she may be brought in contact with during the course of his/her duties with reference to the policy manual.
- E. Uses any alcoholic beverages causing the employee to act in a disorderly manner or in any manner likely to bring discredit to the department in public while off duty.
- F. Failure to immediately report to a supervisor, an accident or incident resulting in damage to private property or injury to a person.
- G. Unauthorized use of sick leave, family leave, emergency leave, special leave, union leave, jury leave, contrary to the provisions and intent of the current collective bargaining agreement.
- H. Failure to report for emergency overtime work after being contacted to do so.

Section 11.6 Group 3 Offense. Any employee accused of the following offenses shall be suspended without pay for five (5) days before termination of employment. Pay shall be restored in full if the allegations are found to be false. First Offense: Discharge.

- A. Conviction of a felony.
- B. Use of any alcoholic beverage or illicit controlled drug while on duty, or under the influence of the same while on duty.
- C. Solicits or accepts a bribe.
- D. Places himself under obligation to any firm or person so as to affect the proper discharge of his duties with the exception of military leaves as defined in this contract.
- E. Intentional falsification of criminal or other records kept by this department.
- F. When knowing where an offender is to be found, fails to report the same.
- G. Fails to report anything which he/she knows concerning a criminal charge, or fails to disclose evidence which can be used for or against any prisoner or defendant in a criminal charge.

ARTICLE 12  
GRIEVANCE PROCEDURE

Section 12.1. Grievances are herein defined to be disputes involving the interpretation of this Agreement or City policies or ordinances or changes in working conditions affecting the employees covered by this Agreement.

Both parties agree to encourage employees to attempt to resolve grievances with his/her supervisor.

Failing to resolve the grievance with the supervisor, the grievance shall be reduced to writing and submitted to the Communications Director and the Local Union within ten (10) calendar days following the day on which the grievance occurred or within ten (10) days of knowledge of the occurrence. The written grievance shall contain the alleged violation and relief requested. The grievance shall be signed by the aggrieved employee or a representative of the Local Union. An employee may have a steward and/or union representative present at any step of this procedure. Within ten (10) working days, the Communications Director or his/her designee shall convene a hearing to meet with the grievant and the Local Union. At this meeting all available evidence shall be afforded to both sides. The City Manager may or may not participate at this level of the process.

Within four (4) days following the conclusion of the hearing, the City will issue and submit to the Union a written decision on the grievance including a statement of any action taken by the City pursuant to the grievance hearing.

Failing settlement at that level, the matter may be appealed to the Department of Labor and Management pursuant to SDCL 3-18-15.2. The appeal must be initiated by the employee or the Local Union within thirty (30) calendar days. No grievance shall be entertained or processed unless it is submitted in accordance herewith. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed within the specified time limit or any agreed extension thereof, it shall be considered withdrawn. In all cases involving disciplinary action, the employee and/or the Union may elect to commence the grievance procedure at the level of the Communications Director.

Time limits may be extended by mutual agreement.

The Union has the authority to abandon a grievance. Abandonment of a grievance shall not set a precedence.

ARTICLE 13  
PROBATIONARY PROVISIONS

Section 13.1. The initial probationary period shall be defined for Communications Officers as one (1) year from date of hire.

A promoted and/or transferred employee shall serve a probationary period not to exceed six (6) months. If, at any time during the probationary period, a promoted or transferred employee is appraised less than satisfactory in overall performance, the employee shall be returned to the position from which they were promoted.

Should a promoted or transferred employee voluntarily disqualify themselves from the new position they are serving in as a probationary period, they shall be afforded reemployment rights in accordance to the seniority provisions of this agreement, and be afforded the first opportunity to reemployment in his/her previous classifications as departmental needs arise.

Should a probationary employee be absent from the job for an approved leave without pay, the probationary period shall be extended to enable employees to complete their full probationary period. Probationary periods may be extended by the department. Notification of the probation period extension will be provided to the Union.

## ARTICLE 14 SENIORITY

Section 14.1 Seniority Defined. Seniority shall be defined as the total length of continuous service with the Employer since the employee's last date of hire in the bargaining unit.

Section 14.2 Seniority Recognized. The City shall recognize that seniority shall be a factor in filling vacancies, in promotions, layoffs, and recalls. Actions relating to the foregoing shall be based upon ability, fitness, skill and seniority. All other considerations being equal, seniority will prevail.

On January 1 of each year, the Employer shall post a current seniority list and shall submit a copy to the Union.

Seniority will be classified as follows:

1. Permanent full-time Dispatchers;
2. Permanent part-time Dispatchers.

Section 14.3 Overtime. Overtime shall first be offered to senior employees, except when not feasible with regard to departmental needs regarding special abilities, fitness, time element, or special training needs.

Section 14.4 Layoff and Recall. Employees laid off shall be returned to work according to their seniority, provided they can perform the available work. No new employees shall be hired in the department until all employees on layoff status have been contacted with consideration for an offer to return to work in accordance to the respective guidelines of this Agreement. Employees being returned to work will be notified in writing of their

return and must report to work within fourteen (14) calendar days of such receipt of such notification. Failure to report within the specified time will be considered a voluntary resignation.

Employees may be laid off when necessary due to changes in duties or organization, or lack of work or funds, upon two (2) weeks notice in writing. Part-time employees shall be laid off first. Full-time employees shall be laid off in reverse order of their seniority, provided the remaining employees can do the available work.

Section 14.5 Loss of Seniority. An employee's seniority may be broken only for the following reasons:

- A. The employee quits;
- B. The employee is discharged for just cause;
- C. The employee is laid off for a period of more than one year.
- D. The employee does not return from a leave of absence within three (3) days of the specified end of the leave of absence.
- E. The employee does not return to work on the date specified to return to work on a recall notice in accordance to 14.4.
- F. The employee retires or is retired.

If an employee returns to work in any capacity within one (1) year, sick leave and vacation rights shall not be affected. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

## ARTICLE 15 WORK RULES AND DIRECTIVES

Section 15.1. The City retains the right to create, modify or delete written Department General Orders and Work Rules, including, but not limited to, all written policy statements, procedural steps, written rules and regulations and written work directives except where such regulations and directives conflict with this Agreement.

Section 15.2. Nothing in this Agreement shall prevent the Union from making periodic recommendations for review and or change in the Policy and Procedures Manual. Such recommendations would be appropriate subjects to be brought before the Labor Relations Committee.

Section 15.3. The Employer shall provide the employees of each unit with a copy of any change.

ARTICLE 16  
LABOR RELATIONS MEETINGS

Section 16.1 Purpose. The parties recognize that certain subjects may be of concern, either to the Union or the City, even though such topics are not appropriate subjects of collective bargaining. Therefore meetings between the communications union steward and the Communications Director are authorized to discuss these concerns. Upon agreement between the steward and the Communications Director, additional individuals may participate in such meetings. The outcome of these meetings shall not modify, add or delete from the provisions of this Agreement.

ARTICLE 17  
PAY PERIODS

Section 17.1. All employees covered by this Agreement shall be paid in the same manner as previously administered on a biweekly basis.

ARTICLE 18  
WORK PERIOD

Section 18.1. Employees shall be paid for all time spent in the employ of the Employer, when reasonably assigned or otherwise requested by the Employer. The Employer agrees to continue the scheduling of work periods and the policy of overtime pay which will comply with regulations established by the State of South Dakota and the Federal Fair Labor Standards Act, and those conditions as determined by applicable articles of this Agreement.

In the event the City would change a work period, the Union would be given written advanced notification by a number of days equal to the number of days contained in the new work period.

ARTICLE 19  
MAINTENANCE OF STANDARDS

Section 19.1. The Employer agrees, subject to the following provision, that all conditions of employment in his/her individual operations relating to wages and overtime differentials shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement. Such bona fide errors may be corrected at any time.

This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

ARTICLE 20  
CALL-IN

Section 20.1. Employees who are requested to report for work during hours when they are normally scheduled to be off shall receive time and one-half (1 ½) for a minimum of two (2) hours of work or two (2) hours pay in lieu of work. This minimum shall not apply to work performed immediately before or immediately after an employee's regular work shift. If on vacation and called in for any reason not previously scheduled, the employee would qualify for time and one-half (1 ½) for all hours worked or credit of vacation time accordingly.

ARTICLE 21  
CITIZENS COMPLAINT

Section 21.1. When a citizen makes a formal complaint against an employee, a written and signed statement shall be taken from the complainant by a supervisor not involved directly with the incident in question, or the City Manager. Should an investigation determine possible merit or substance to the complaint, the employee may have the opportunity to face his or her accuser in the presence of the Communications Director. In the event that disciplinary action against the employee is taken, appeal by the employee shall take the form and process as outlined in the grievance procedure.

ARTICLE 22  
COURT PAY

Section 22.1. In the event an employee is required to report for Court, while off-duty, he/she shall be paid a minimum of two (2) hours at time and one-half (1 ½) his/her regular rate of pay. Each session of court, morning and afternoon, shall constitute a separate appearance if the employee is required to appear at both with a time lapse of two (2) hours. Court time paid at time and one-half (1 ½) shall not be counted toward the employee's forty (40) hour weekly schedule. This minimum shall not apply to work performed immediately before or immediately after an employee's regular work shift.

ARTICLE 23  
COMPENSATION TIME

Section 23.1. Employees shall be entitled to be paid for overtime at the rate of time and one-half (1 ½) or, with the approval of the Employer, may designate comp time in lieu of pay at the rate of time and one-half (1 ½) for each hour of overtime. When taking time off, it shall be mutually agreed to by the employee and the Employer.

ARTICLE 24  
BREAK TIME

Section 24.1 Break Periods. All employees shall be granted a fifteen (15) minute paid break during the first one-half (1/2) shift, and a fifteen (15) minute paid break during the second one-half (1/2) shift.

Employees filling out reports shall be allowed coffee or soft drinks while performing this work without it being considered a break.

The regular hours of work each day shall be consecutive, except for interruptions for lunch periods which shall not exceed one-half hour for each shift.

ARTICLE 25  
SHIFT DIFFERENTIAL

Section 25.1. Employees working between 6:00 p.m. and 6:00 a.m. shall be paid an additional seventy-five cents (\$.75) per hour for time worked between these hours. Effective January 1, 2020 Employees working between 6:00 p.m. and 6:00 a.m. shall be paid an additional \$1.00 per hour for time worked between these hours.

ARTICLE 26  
INJURY LEAVE

Section 26.1 Application. Injury leave applies only to injuries or illnesses sustained through an incident while on the job. An employee injured through an accident while on the job must promptly notify his/her supervisor and take such first aid treatment as may be necessary. The employee must complete a Report of Accident and file it with the department if capable.

Section 26.2 Conditions. Injury leave shall be granted by the City during the period of disability and not charged against his/her sick leave or vacation leave. During such injury leave the City shall pay the injured employee his/her full pay for normally scheduled work shifts reduced by amounts reimbursed under workmen's compensation.

Notwithstanding the length of the employee's period of actual disability, the total time allowed for such leave shall not exceed seven (7) consecutive days per injury for any injury compensable under workmen's compensation.

If the employee is unable to return to work at the end of the allotted time he/she may supplement workmen's compensation benefits for lost time by sick leave or vacation leave at his/her option.

If recovery is not complete after all leave time has been used, including sick leave and vacation, the employee shall be granted a leave of absence without pay until such time as a physician certifies that the employee is physically capable of performing his/her job.

Employment may be terminated by the City after one (1) year, after all options have been considered in accordance with applicable sections of the Americans with Disabilities Act.

## ARTICLE 27 MILITARY LEAVE

Section 27.1 Active Duty. An employee of the City who is called to active duty with the Armed Forces of the United States will be granted a leave of absence and shall be reemployed in the department in which he/she was employed at the time of his/her departure, upon conditions he/she is physically and mentally suited to perform the required duties. Applications for reemployment must be made in writing to the City Manager within ninety (90) days of their release from active duty. Vacation and sick leave shall not accrue during the term of absence.

Section 27.2 Volunteer. A leave of absence may be granted by the City Manager to employees who voluntarily join the armed forces.

Section 27.3 National Guard/Armed Forces Reserve. An employee who is a member of the National Guard, or a branch of the Armed Forces Reserve, shall be entitled to a military leave of absence when ordered by proper authority to active duty for exercises or instructions, not to include monthly drills. The employee shall be reimbursed by the City for the difference between his/her regular City compensation and such compensation as he/she may receive, excluding dependent allowances or housing allowances for such military service up to a maximum of ninety (90) hours pay annually. In order to receive such reimbursement, the employee shall be required to produce such military service pay records as may be deemed necessary by the Finance Officer. However, in the fulfillment of such duty should the off duty requirement exceed the ninety (90) hours allotted military leave such employee shall be considered on leave of absence without pay.

All benefits shall continue for all hours compensated under this section.

Section 27.4 Scheduling. Employees who are members of the National Guard or a branch of the Armed Forces Reserve shall provide their department head at their earliest availability the schedule of weekend training and active duty notices to assist in scheduling.

## ARTICLE 28 SPECIAL LEAVE

Section 28.1 Jury Duty Leave. An employee, while serving upon a jury in any court of record, will be paid his/her regular salary for each of his/her scheduled work hours during the time so served. Jury duty fees paid to the employee by the court shall be returned to the City. The employee shall keep his/her supervisor apprised on a regular basis as to the expected continued duration of the leave. Benefits, vacations and sick leave will continue to accrue for the time that is spent on jury duty.



Section 28.2 Funeral Leave. An employee shall be entitled to take three (3) consecutive scheduled workdays, with pay, for funeral leave for a death in the employee's immediate family, provided that the approval of the Communications Director, or his/her designee is obtained. Immediate family is defined as spouse, children, step-children, parents, step-parents, brothers, sisters, step-brothers, step-sisters, grandparents, grandchildren, great-grandchildren. The term also includes a spouse's equivalent of the previously named family members.

Section 28.3 Extended, Personal or Emergency Leave. Extended, Personal or Emergency Leave of Absence, without pay, may be granted to any employee on the recommendation of the Communications Director and the approval of the City Manager after completion of one (1) year of service.

Section 28.4 Special Leave. The City Manager may also grant leaves of absence, with or without pay, for the purpose of attending extended courses of education, emergency military service, extended personal business requiring the employee's attendance, or for purposes other than the above that are deemed beneficial to the City service.

Section 28.5 Voting Leave. Any employee, eligible to vote at any election held within the State of South Dakota shall, on the day of such election, be granted time to go to the polls if his/her duties on that day would otherwise prevent him/her from voting before or after regular working hours.

Section 28.6 Family and Medical Leave. Any employee of the Department with twelve (12) months or more of service, who worked one thousand two hundred fifty (1,250) hours or more, in the immediately preceding twelve (12) months, is eligible for a leave for any of the purposes defined under the Family and Medical Leave Act (F.M.L.A.). An employee's cumulative total of all leaves of absence, under this policy, shall not exceed twelve (12) weeks in any twelve (12) month period.

F.M.L.A. leave is unpaid, except in those circumstances where the City provides for a paid leave for any of the reasons which F.M.L.A. may be taken. If a paid leave is also available to the employee, the employee may choose whether to take such a paid leave or an unpaid F.M.L.A. leave.

## ARTICLE 29 MATERNITY LEAVE

Section 29.1. Maternity leave of absence shall be treated as an illness or temporary disability. Employees will be granted the opportunity to utilize sick leave for maternity illness. Maternity cases shall be allowed to work as long as their health permits, with the approval of their physician. If an employee is unable to perform the duties of her position in a safe and efficient manner, the employee may be involuntarily placed on sick leave.

Employees will be granted the opportunity to use sick leave after delivery. Additional sick leave may be extended, if supported by a physician's statement, stating that the employee is not capable of working. If the employee desires additional leave beyond that period provided above, she may utilize vacation leave.

Employees who have not accumulated a sufficient amount of sick leave to use during the days immediately after delivery may utilize vacation leave. Upon exhaustion of vacation leave, leave without pay may then be requested. The employee shall be allowed to take maternity leave as deemed necessary by the employee's attending physician.

At the end of the term of the leave of absence the employee may return to work. She shall, at the time, be required to furnish a statement from her physician to the effect that her physical condition permits the resumption of regular employment without endangering her health.

### ARTICLE 30 PROMOTIONS - TRANSFERS

Section 30.1. A promotion is the advancement of an employee to a higher paying position. It can also be to a higher rank or rate position within the current job classification.

Commencing with the performance of the duties in a higher paying position, the employee will also receive the higher rate of pay that applies to such job description.

When an employee applies for a higher rank/rate position the criteria for such position must be met when the employee assumes the new position.

Any employee applying for a higher rank/rate position and granted a rank/rate advancement shall be advanced within fifteen (15) days of the date that he/she became eligible for review. Any delay in advancement beyond fifteen (15) days of eligibility will result in retroactive pay to the date upon which the employee became eligible for review.

If such application is denied in the fifteen (15) day period they shall be notified in writing for the reason of such denial.

Section 30.2 Transfer. Regular employees displaced by the elimination of jobs may request transfer to any vacant positions. Such requests shall be made in writing to the Communications Director, who shall make the decision with respect to Article 14.2.

Section 30.3. Transfers and promotions are on a six (6) month probation and if disqualified the individual shall have the right to return to their original position.

### ARTICLE 31 INTERIM PAY GRADE CHANGES

Section 31.1. When an employee in one classification is transferred or promoted to a position in another classification, and his/her current rate of pay is less than the minimum rate for the new position, it shall be increased to the new minimum rate. When his/her current rate of pay is more than the maximum rate for the new position, it shall be reduced to the maximum step of the salary range of the new position. In case of promotion, the employee shall receive a minimum one step adjustment.

## ARTICLE 32 JOB POSTINGS

Section 32.1 Job Postings. Whenever a job opening occurs, other than a temporary opening, in any existing job classification or as a result of the development or establishment of new job classifications, notice of such openings describing the position shall be posted on all departmental bulletin boards for five (5) working days. Employees of the department shall be afforded the first opportunity in filling such openings.

Applications for job openings shall be submitted in writing to the Communications Director.

If skill, fitness and ability are relatively equal, seniority shall be the determining factor in deciding the appropriate applicant for the job.

## ARTICLE 33 SCHOOLS AND TRAINING

Section 33.1. The Employer agrees to continue to encourage employee to obtain job related education and training. The Department shall allow as many employees as possible to attend schools and training. In determining which employees may attend, the Department shall take into consideration an employee's special training needs (as determined by Management), classification of the individual employee's past training levels and seniority.

The department shall strive to schedule such training in accordance with the available opportunities and within the limits of its budget.

All time spent in authorized and approved schools and training seminars up to the number of hours in an employee's regular work shift shall constitute hours of work for determining overtime compensation.

Hours of travel to and from schools and seminars shall be compensated in accordance to the time requirements of the Fair Labor Standards Act.

## ARTICLE 34 TRAVEL AND EXPENSE

The City will cover allowable expenses associated with all authorized travel and out-of-town meetings attended by employees. All requests for advance registrations shall be made to the Communications Director.

Section 34.1 Credit Card. Employees may request the use of a City credit card for out-of-town travel. The credit card may be obtained from the Communications Director, and it may be used only for the purchase of fuel, automobile repairs, and lodging. The credit card shall be returned to the Communications Director immediately upon return to the City, and all charge slips will be submitted to the Communications Director.

Section 34.2 Vehicle. Use of City vehicles is preferred for out-of-town travel. In the event that an employee uses his/her personal vehicle for City travel, mileage shall be paid to the employee at the South Dakota State rate.

Section 34.2 Meal. Reimbursement for meals for authorized travel will be made in accordance with South Dakota State Rates.

Section 34.4 Reimbursement. Employees shall submit a voucher for reimbursement of travel expenses, including time of departure and return. When attending a conference, seminar, or workshop, a copy of the program shall be attached to the voucher.

## ARTICLE 35 OUTSIDE EMPLOYMENT

Section 35.1. Employees employed by the City cannot be employed by any business that holds an on-sale alcohol license approved by the City of Vermillion. All other employment outside the department shall be in accordance with the department policy.

## ARTICLE 36 UNIFORMS AND EQUIPMENT

Section 36.1 The City will provide one light weight fleece style jacket, four polo style shirts and four khaki style pants for each employee. The employee is responsible for cleaning and maintenance of his or her own uniform. Employees shall wear the department issued uniform pants and shirt while on duty. Employees may elect to purchase his or her own pants. Personally purchased pants must be of similar color and style to the department issued pants and are subject to the approval of the Communications Center Director.

The Employer agrees to reimburse employees the actual cost of employee's personal items damaged in the line of duty including and in accordance to the following limits:

- Eyeglasses (actual cost of comparable replacement)
- Watches (up to fifty dollars [\$50.00])
- Tape recorders (up to twenty-five dollars [\$25.00])
- Civilian clothing (as determined by the department)

The Communications Director will finally determine if the loss is in fact in the line of duty and not by mere negligence of the employee. If the loss is determined, by the Communications Director, to be by the employee's own negligence, no reimbursement will be made for said loss.

This section does not apply to items of personal property covered by or reimbursed pursuant to South Dakota Worker's Compensation laws.

The City agrees to reimburse any item damaged due to work related incidents within three (3) weeks.

#### ARTICLE 37 MISCELLANEOUS

Section 37.1 Residency Requirements. Employees may maintain residence outside the City limits with approval of the Communications Director. Such approval shall not be unreasonably withheld.

Section 37.2 Lockers. An accessible locker will be provided for the personal effects of dispatchers upon request.

#### ARTICLE 38 PENSIONS

Section 38.1. Retirement benefits shall remain as now provided, but shall not be in any manner reduced unless such change is beyond the control of the City.

#### ARTICLE 39 INSURANCE

##### Section 39.1 Insurance

The City shall provide a group health, life, vision and dental insurance policy during the term of the Agreement. The City shall pay the monthly health insurance premium for employees with no dependents and one-half (1/2) of the employees total monthly premium for those who elect 2-party or family coverage. To remain in effect during a leave of absence, pre-payment of the employee's share must be made for the term of the absence.

Each employee participating in the City Health Insurance Plan shall pay a monthly fee of thirty (\$30) for employee only, 2-party, or family coverage. The fee will be in addition to their one-half (1/2) of total monthly health insurance premium for 2-party or family coverage. Such monthly fee will be paid through payroll deduction. If the percentage increase in the monthly health insurance premium increases by 10% or more for 2020 in comparison to 2019, the City may increase the monthly fee by \$5 for employee only, 2-party coverage or family coverage. If the monthly health insurance premium decreases by 10% or more for 2020 in comparison to 2019, the City will decrease the monthly fee by

\$5 for employee only, 2-party, or family coverage in comparison to 2019. If the percentage increase in the monthly health insurance premium increases by 10% or more for 2021 comparison to 2020, the City may increase the monthly fee by \$10 for employee only, 2-party coverage or family coverage. If the percentage increase in the monthly health insurance premium decreases by 10% or more for 2021 in comparison to 2020, the City will decrease the monthly fee by \$10 for employee only, 2-party, or family coverage.

The City and the Union agree to cooperatively review existing health insurance plans for opportunities to make alterations or offer options to employees to reduce the cost of the plan. The City retains all authority to make the selection of the plan, including the insurance company and/or third party administrator.

Section 39.2 Life Insurance. The City shall also provide a term life insurance policy in the amount of twenty-five thousand dollars (\$25,000.00) to all benefited employees. Employees may elect to obtain additional coverage for themselves or their dependents at the employee's expense.

Section 39.3 Liability Coverage. The City shall continue to provide professional liability coverage at the present level of coverage.

Section 39.4 Dental Insurance. The City shall pay 100% of the employees dental. The employee shall pay any additional cost for family coverage.

#### ARTICLE 40 SICK LEAVE

Section 40.1 Accrual. All benefited employees shall accrue sick leave at a rate of ten (10) hours per month for the first ten (10) years of employment, and fifteen (15) hours per month thereafter. Sick leave shall be accumulated but shall not be granted to any benefited employees during the first sixty (60) days of their initial probationary period. Employees may accumulate to a maximum of seventeen hundred (1,700) hours.

Section 40.2 Sick Leave Usage. Sick leave shall be for the purpose of:

- A. Permitting an employee to be relieved of his/her duties during actual disabling illness or injury to supplement paid workman's compensation or for purposes allowable under the Family and Medical Leave Act of 1993.
- B. When an employee is sick or when a member of the immediate family is sick and requires the care and attendance of the employee; or
- C. For medical, dental and optical examinations or treatments for themselves or their dependents, up to a maximum of five (5) days per calendar year.

Any employee may be required to furnish a signed statement from a licensed physician attesting to any illness of such employee for which sick leave may be granted only upon approval of the Communications Director following notification to the supervisor prior to the employee's normal starting time for the day involved. Abuse of sick leave constitutes grounds for disciplinary action.

Section 40.3 One Hour Increments. Sick leave is accrued and charged in periods of one (1) hour and will be paid at the employee's regular hourly rate.

Section 40.4 Discontinuance. After an employee's accumulated sick leave has been exhausted, unused vacation leave may be used as sick leave at the employee's request. When absence, due to illness, exceeds the amount of paid leave earned and authorized, the pay of the employee shall be discontinued until he returns to work.

Section 40.5 Compensation on Separation. On separation from the service of the City for other than just cause, regular, regardless of probationary status, employees with five (5) or more years of service, shall be paid for accumulated sick leave up to the maximum limits set hereinafter in this section. Employees shall have their accumulated sick leave added to their accumulated vacation at the rate of one (1) day for each three (3) days of accumulated sick leave, and shall be paid for all unused vacation leave on separation.

This schedule of compensation on separation shall apply only to an accumulation of up to seven hundred twenty (720) hours for the employee with ten (10) or less years of service and seven hundred sixty (760) hours for the employee with more than ten (10) years of service.

Any employee who voluntarily terminated employment without fourteen (14) days advance notice to the City shall not be eligible for accumulated sick leave payment.

Section 40.6. City Sick Leave Bank. The terms and conditions of the City's sick leave bank shall be available to the employees of the Communications Center on a voluntary basis with such guidelines as established for other City employees by the banks administrative committee.

The administrative committee shall be composed of one (1) member of this bargaining unit and one (1) member of any other Vermillion City Labor Organization and two (2) non-represented members appointed by the City Manager. The administration of the bank is not subject to the grievance procedure.

## ARTICLE 41 HOLIDAYS

Section 41.1. It is the policy of the City of Vermillion to afford all permanent employees eleven (11) paid holidays each year.

The City recognizes the following holidays:

New Year's Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day/Native American Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

Two (2) floating holidays of the employee's choice with the conditions listed in this article. During the calendar year employment begins, the following conditions apply. Employees hired between January 1 and June 30 would receive two (2) floating holidays. Employees hired between July 1 and September 30 would receive one (1) floating holiday. Employees hired between October 1 and December 31 will receive no floating holidays during the year employment begins.

The holiday hours will be awarded annually. These hours may be requested in place of vacation time as previously administered.

The designated holidays may be taken as scheduling permits and in conjunction with vacation.

With the approval of the Communications Director, employees may carry over up to three (3) holidays for consumption in the following year.

Employees shall be awarded holiday pay in increments equal to the hours of each individual employee's regular work shift.

When computing overtime, the hours of holiday pay shall be considered as hours worked.

If a holiday should fall during an employee's vacation period, the vacation hours will not be charged to the affected employee's vacation accumulation.

If an employee is scheduled to work during a holiday, all hours worked will be paid at one and one-half (1 ½) times the employee's regular rate of pay. All overtime hours worked on a holiday are paid at two (2) times the employee's regular rate of pay. All overtime hours must be approved by the department.

Employees required to work a shift with hours that fall within the Easter Sunday Holiday, shall be compensated with four (4) additional hours of straight time pay.

Employees required to work on Veterans Day will be paid holiday pay based on hours worked that day (November 11<sup>th</sup>).



ARTICLE 42  
VACATIONS

Section 42.1 Accumulation. Vacation leave for all eligible employees for each vacation year is based upon years of service with the City of Vermillion.

Every employee shall be eligible for paid vacation after fifteen (15) weeks service with the City regardless of the employee's probationary status. Employees shall start to earn vacation allowances as of their date of hire. Vacation allowances shall be earned annually based on the following schedule:

0 - 1 year of service	48 hours of pay
1 - 5 years of service	96 hours of pay
5 - 10 years of service	120 hours of pay
10 - 15 years of service	144 hours of pay
15 - 20 years of service	160 hours of pay

Each additional year of employment starting at twenty-one (21) years through twenty-five (25) years shall be compensated with an additional eight (8) hours of pay per year.

The rate of vacation pay shall be the employee's regular straight time rate. Vacation may be taken in minimums of two (2) hour increments.

Section 42.2 Requests for Vacation. The total number of working days advance notice given shall not be less than the number of vacation days requested. Vacations will be granted on a first come first serve basis. Notification of vacation approval or denial shall be provided as soon as practical by the Director.

If vacation requests are denied for any reason, the reason for denial may, at the request of the employee, be submitted to the employee in writing prior to the effective date of the request. If the notice of grant or denial has not been timely, the employee may contact the Communications Director directly for such determination.

In the event vacation is requested at the same time by more than one (1) employee for the same time period, the senior employee shall be granted the request.

Vacation leave may be accumulated up to one and one-half (1 ½) times the number of days granted in a year.

If an employee contracts an illness or injury while on vacation, he/she shall be entitled to convert such vacation leave to sick leave pay upon certification of such illness or injury by a physician provided such illness is incapacitating.

Employees called back to work from vacation leave due to emergency conditions shall be paid in addition to their vacation pay a minimum of two (2) hours, or the actual time

worked at one and one-half (1 ½) times their regular rate of pay, or may receive equal compensatory time off at the mutual convenience of the employee and the City.

Section 42.3 Vacation Compensation Upon Separation. Any regular employee who is involuntarily separated from the service of the City for any particular reason, except conviction of a felony, prior to taking his/her vacation shall be compensated for the unused vacation he/she has accumulated. Any permanent employee who voluntarily terminated service to the City must give fourteen (14) days notice to the City of such termination before using the accrued vacation leave or receiving compensation for the unused vacation upon separation.

Upon separation of employment, the individual shall be compensated for one hundred percent (100%) of his/her accumulated vacation hours the last year of employment.

## ARTICLE 43 WAGES AND INCENTIVES

Section 43.1. Communication officers serving as Certified Field Training Officers (FTO) shall be paid an additional five percent (5%) above their wage rate in 2019, six (6%) above their wage rate in 2020, and seven (7%) above their wage rate in 2021 for hours while providing field training officer service.

Section 43.2. The base wages for the year 2019, 2020 and 2021 shall be as outlined in Appendix “A” of this Agreement.

### 12-Step Schedule (Applicable to employees hired before January 1, 2016)

The 12<sup>th</sup> step for 2019 represents a two and one-quarter percent (2.25%) increase over the 12<sup>th</sup> step on the 2018 schedule. The steps are 4% apart working from Step 12 down to Step 1. The 12<sup>th</sup> step for 2020 represents a two and one-half percent (2.5%) increase over the 12<sup>th</sup> step on the 2019 schedule. The steps are 3.25% apart working from Step 12 down to Step 1. The 12<sup>th</sup> step for 2021 represents a two and one-half percent (2.5%) increase over the 12<sup>th</sup> step on the 2020 schedule. The steps are 2.5% apart working from Step 12 down to Step 1.

### 15-Step Schedule (Applicable to employees hired after January 1, 2016)

The first step for 2019 represents a two and one-quarter percent (2.25%) increase over Step 1 on the 2018 schedule. The steps in the 15-step schedule build from Step 1 to Step 15. The step increase between Step 1 and Step 2 is 3%, Step 2 to Step 3 is 2.75%, and 2.5% is the difference between all other steps. New hires in 2019 will start at Step 1 unless Employer determines their experience justifies a higher step.

The first step for 2020 represents a two and one-half percent (2.5%) increase over Step 1 on the 2019 schedule. The step increase percentages remain the same as the 2019 schedule. New hires in 2020 will start at Step 2 unless Employer determines their experience justifies a higher step.

The first step for 2021 represents a two and one-half percent (2.5%) increase over Step 1 on the 2020 schedule. The step increase percentages remain the same as 2019 and 2020 schedule. New hires in 2021 will start at Step 3 unless Employer determines their experience justifies a higher step.

The length of time in steps would be 1-year for both 12-step and 15-step schedules if performance is satisfactory. The goal is to end the 15-step schedule at the expiration of the agreement on December 31, 2021.

Section 43.3. The City will provide tuition reimbursement to those individuals successfully completing higher education courses that qualify as an enhancement to their job proficiency. Courses should be field related, however consideration will be given to those courses that would provide diversity in a specific career oriented goal that is judged to be a betterment to public safety and the welfare of the Department.

Tuition reimbursement will be granted for a maximum of six semester hours in any academic (calendar) year. Reimbursement shall be based on the individual's performance as follows:

- A – 100%
- B – 75%
- C – 50%
- D and below constitute no reimbursement allowance.

The decision to approve or disapprove reimbursement rests with the Department Head or his/her designee and shall be in writing prior to starting the course of study.

Employees must have completed the probationary period to become eligible for tuition reimbursement.

Section 43.4. Officers receiving their Bachelors Degree while employed by the department shall receive the next pay step. The officer must provide proof of the degree. Officers at the top pay step will receive no additional compensation.

Section 43.5. The City shall pay fifty percent (50%) of an employee's membership in an established health/fitness club, up to a maximum of two hundred fifty dollars (\$250.00) per year.

ARTICLE 44  
DURATION

Section 44.1 This Agreement shall be effective upon execution by the parties except as otherwise specifically provided and shall remain in full force until the 31st Day of December 2021.

It shall be renewed from year to year thereafter, except and unless either party notifies the other, in writing, prior to May 6, 2019 and May 4, 2020 that it desires to negotiate two items, one economic and one non-economic.

In the event that notice is given, negotiations shall begin no later than June 1.

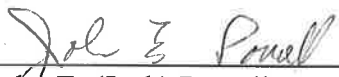
This Agreement shall remain in full force and be effective during the periods of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.


In the event either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before December 31st.

IN WITNESS WHEREOF the parties have set their hands this 3 day of December, 2018.

City of Vermillion

AFSCME Local 1052

  
\_\_\_\_\_  
John E. (Jack) Powell  
Mayor

  
\_\_\_\_\_  
Jessica D. Standley  
Union Representative

Date: 12-3-2018

Date: 12/6/2018

Attest:

  
\_\_\_\_\_  
Mike Carlson  
Finance Officer



**APPENDIX "A"**

**January 1, 2019 Union Agreement Wage Schedule  
Clay Area Emergency Services Communications Center  
2.25%**

Communications Wage Schedule

1	2	3	4	5	6	7	8	9	10	11	12
\$15.93	\$16.57	\$17.23	\$17.92	\$18.64	\$19.39	\$20.17	\$20.98	\$21.82	\$22.69	\$23.14	\$23.60

15 Step schedule for current employees hired after 1/1/2016

1	2	3	4	5	6	7	8	9	10	11	12
\$16.58	\$17.08	\$17.55	\$17.99	\$18.44	\$18.90	\$19.37	\$19.85	\$20.35	\$20.86	\$21.38	\$21.91
13	14	15									
\$22.46	\$23.02	\$23.60									

**January 1, 2020 Union Agreement Wage Schedule  
Clay Area Emergency Services Communications Center  
2.5%**

Communications Wage Schedule

1	2	3	4	5	6	7	8	9	10	11	12
\$17.36	\$17.92	\$18.50	\$19.10	\$19.72	\$20.36	\$21.02	\$21.70	\$22.41	\$23.14	\$23.66	\$24.19

15 Step schedule for current employees hired after 1/1/2016

1	2	3	4	5	6	7	8	9	10	11	12
\$17.00	\$17.51	\$17.99	\$18.44	\$18.90	\$19.37	\$19.85	\$20.35	\$20.86	\$21.38	\$21.91	\$22.46
13	14	15									
\$23.02	\$23.60	\$24.19									

**January 1, 2021 Union Agreement Wage Schedule  
Clay Area Emergency Services Communications Center  
2.5%**

Communications Wage Schedule

1	2	3	4	5	6	7	8	9	10	11	12
\$18.90	\$19.37	\$19.85	\$20.35	\$20.86	\$21.38	\$21.91	\$22.46	\$23.02	\$23.60	\$24.19	\$24.79

15 Step schedule for current employees hired after 1/1/2016

1	2	3	4	5	6	7	8	9	10	11	12
\$17.43	\$17.95	\$18.44	\$18.90	\$19.37	\$19.85	\$20.35	\$20.86	\$21.38	\$21.91	\$22.46	\$23.02
13	14	15									
\$23.60	\$24.19	\$24.79									