

**AGREEMENT BETWEEN**  
**CITY OF WATERTOWN, SOUTH DAKOTA**  
**AND LOCAL UNION 2488**  
**OF THE**  
**AMERICAN FEDERATION OF STATE,**  
**COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO**

**FOR THE PERIOD OF JANUARY 1, 2019 TO DECEMBER 31, 2021**

ARTICLE 1 .....	6
PREAMBLE .....	6
ARTICLE 2 .....	6
RECOGNITION .....	6
Section 2.01 Recognition.....	6
Section 2.02 Exclusive Representation.....	6
ARTICLE 3 .....	7
MANAGEMENT RIGHTS .....	7
Section 3.01 Management Rights Statement .....	7
Section 3.02 Management Rights .....	7
Section 3.03 Exercising of Management Rights.....	7
Section 3.04 Amendment of Personnel Policy Manual .....	7
ARTICLE 4.....	8
COMMITTEE FOR UNION-MANAGEMENT COOPERATION .....	8
Section 4.01 Labor Management Committee.....	8
Section 4.02 LMC Limitations .....	8
Section 4.03 Scope of LMC.....	8
Section 4.04 LMC Participation .....	9
Section 4.05. Minutes Required.....	9
ARTICLE 5 .....	9
DISCRIMINATION AND COERCION .....	9
Section 5.01 Discrimination Prohibited.....	9
ARTICLE 6.....	9
DUES CHECK OFF .....	9
Section 6.01. Union Dues/Payroll Deductions .....	9
Section 6.02 Dues Deduction Form.....	9
ARTICLE 7 .....	10
HOURS OF WORK.....	10
Section 7.01 Hours of Work .....	10
Section 7.02 Work Day.....	10
Section 7.03 Work Period.....	10
Section 7.04 Posted Work Schedule .....	10
Section 7.05 Pay for Other Duties Performed .....	11
Section 7.06 Fair Labor Standards Act.....	11
Section 7.07 Closing of City Hall.....	11
ARTICLE 8.....	11
OVERTIME .....	11
Section 8.01 Eligibility for Overtime Earnings .....	11
Section 8.02 Work Performed on Sunday .....	12
Section 8.03 Prior Approval Required for Overtime.....	12
Section 8.04 Distribution of Overtime/Call Back.....	12
ARTICLE 9 .....	13

REST PERIODS .....	13
Section 9.01 Rest Periods .....	13
Section 9.02 Eligibility for Additional Rest Periods.....	13
ARTICLE 10 .....	13
MEAL PERIODS.....	13
Section 10.01 Meal Periods .....	13
ARTICLE 11 .....	13
CLEAN UP TIME AND EQUIPMENT.....	13
Section 11.01 Clean up Time.....	13
Section 11.02 Reimbursement for Damaged Vision Wear and Timepieces .....	14
Section 11.03 Safety Concern.....	14
ARTICLE 12 .....	14
CALL BACK AND REPORTING PAY .....	14
Section 12.01 Reporting Pay .....	14
Section 12.02 Call Back Pay.....	14
ARTICLE 13 .....	15
STANDBY PAY.....	15
Section 13.01 Standby Requirements .....	15
Section 13.02 Standby Periods Defined .....	15
Section 13.03 Standby Availability Pay .....	15
Section 13.04 Standby Pay When Response Is Required.....	15
ARTICLE 14.....	15
HOLIDAYS .....	15
Section 14.01 Holidays Defined.....	15
Section 14.02 Holidays Observed.....	16
Section 14.03 Holiday Pay and Rate.....	16
Section 14.04 Holidays Worked.....	16
Section 14.05 Employees on Leave of Absence .....	16
ARTICLE 15 .....	16
VACATIONS .....	16
Section 15.01. Vacation Accrual Schedule.....	16
Section 15.02 Vacation Usage and Monthly Accruals .....	16
Section 15.03. Vacation Requests.....	16
Section 15.04 Annual Vacation Bid Process/Use of Vacation .....	17
Section 15.05 Vacation Leave for Sanitation Worker/Drivers .....	17
Section 15.06 Work Performed During Scheduled Vacation .....	17
Section 15.07 Maximum Accruals Permitted .....	17
Section 15.08 Vacation Carry-Over Provision .....	18
ARTICLE 16.....	18
SICK LEAVE .....	18
Section 16.01 Purpose of Sick Leave .....	18

Section 16.02 Sick Leave Monthly Accruals.....	18
Section 16.03 Sick Leave Rate of Pay and Prohibition of Use.....	18
Section 16.04 Notification Required .....	18
Section 16.05 Permissible Uses of Sick Leave .....	18
Section 16.06 Sick Leave Pay upon Retirement .....	20
Section 16.07 Sick Leave Pay Death Benefit .....	20
Section 16.08 Sick Leave upon Termination.....	20
Section 16.09. Pregnancy/Parenting Leave .....	20
Section 16.10. Sick Leave Bank .....	21
ARTICLE 17 .....	22
LEAVES OF ABSENCE .....	22
Section 17.01 Paid Leaves of Absence .....	22
Section 17.02 Military Leaves of Absence .....	23
Section 17.03 Unpaid Leaves of Absence .....	24
ARTICLE 18 .....	25
FAMILY AND MEDICAL LEAVE ACT .....	25
Section 18. 01 -FMLA Eligibility and Leave Allowances .....	25
Section 18.02 Spouses as City Employees.....	26
Section 18.03 – FMLA Qualifying Events .....	26
Section 18.04 Documentation and Medical Certification Required.....	27
Section 18.05 Intermittent FMLA Usage .....	27
Section 18.06 Group Health Insurance .....	27
Section 18.07 Restoration to Pre-Leave Position.....	28
Section 18.08 Return to Work.....	28
ARTICLE 19 .....	28
GROUP INSURANCE AND BENEFITS .....	28
Section 19.01 Group Insurance.....	28
Section 19.02 Insurance Committee .....	28
Section 19.03 Health Insurance Plans.....	29
Section 19.04 Coverage Changes .....	29
Section 19.05 Retiree Health Insurance.....	29
Section 19.06 Dental Insurance .....	30
Section 19.07 Vision Insurance .....	30
Section 19.08 Optional Supplemental Retirement Fund.....	30
ARTICLE 20 .....	30
WAGES, LONGEVITY AND GRADES:.....	30
Section 20.01 Wages .....	30
Section 20.02 Wage Increases .....	32
Section 20.03 Starting Wages.....	32
Section 20.04 Direct Deposit Required .....	32
Section 20.05 Longevity Pay .....	32
Section 20.06 Longevity Pay Increases .....	32
Section 20.07 City Paid Training/Certification Fees .....	32
Section 20.08 Pay for Temporary Performance of Department Head Duties .....	32
ARTICLE 21 .....	33

SENIORITY .....	33
Section 21.01. Seniority Defined.....	33
Section 21.02 Loss of Seniority .....	33
Section 21.03 Probationary Period Defined .....	33
Section 21.04 Seniority Lists .....	33
Section 21.05 Layoff Based on Inverse Seniority .....	33
ARTICLE 22 .....	33
WORK FORCE.....	33
Section 22.01 Workforce Defined .....	33
Section 22.02 Job Postings. ....	34
Section 22.03 Promotion/Transfer Defined .....	34
Section 22.04 Internal Hiring.....	34
Section 22.05 Promotion/Transfer Process.....	34
Section 22.07 External Postings. ....	35
Section 22.08 Temporary Assignments. ....	35
Section 22.09 Subcontracting/Reductions In Force.....	35
ARTICLE 23 .....	36
DISCIPLINE AND DISCHARGE .....	36
Section 23.01 .....	36
Section 23.02 .....	36
Section 23.03 Unsatisfactory Work Performance.....	36
ARTICLE 24 .....	36
GRIEVANCE AND ARBITRATION PROCEDURE .....	36
Section 24.01 Grievance Defined.....	36
Section 24.02 Commencement of Grievance.....	37
Section 24.03 Time Limitations.....	37
Section 24.04 Union Representation .....	37
Section 24.05 --STEP 1 (Dept. Head).....	37
Section 24.06 --STEP 2 (Mayor).....	37
Section 24.07--STEP 3 (Civil Service Board) .....	37
Section 24.08 Appeal Process.....	38
Section 24.09 Initiation of Grievance at Step 2 .....	38
Section 24.10 Timelines Defined.....	38
ARTICLE 25 .....	38
UNION AFFAIRS AND GENERAL PROVISIONS.....	38
Section 25.01 Bulletin Boards .....	38
Section 25.02 Promoting Union Activities .....	38
Section 25.03 Visitation.....	38
Section 25.04 Union Membership .....	38
Section 25.05 Shop Steward Notification to his/her Supervisor.....	39
Section 25.06 Notification to Management .....	39
Section 25.07 Shop Stewards .....	39
Section 25.08 Abuse of Union Privileges.....	39
Section 25.09 Discrimination Prohibited.....	39
Section 25.10 Union Membership .....	39
Section 25.11 Uniforms/Protective Clothing.....	39
Section 25.12 Tools, Equipment and Supplies .....	40

Section 25.13 Employee Mileage Reimbursement .....	40
Section 25.14 Employee Vaccinations .....	40
ARTICLE 26 .....	40
SAVINGS CLAUSE.....	40
Section 26.01 Separability and Savings.....	40
ARTICLE 27 .....	40
NO STRIKE.....	40
Section 27.01 No Strike.....	40
ARTICLE 28 .....	41
TERMINATION.....	41
Section 28.01 Term of Agreement.....	41
Section 28.02 Renewal of Agreement .....	41
Section 28.03 Collective Bargaining .....	41
Section 28.04 Post Expiration Life of Agreement.....	41
APPENDIX I.....	42
WAGE MATRIX.....	42
APPENDIX II .....	43
SICK LEAVE DONATION REQUEST FORM.....	43

# **ARTICLE 1**

## **PREAMBLE**

The City of Watertown, South Dakota, hereinafter referred to as “Employer”, and Local 2488 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as “Union”, do hereby agree to promote and ensure harmonious relations, cooperation and understanding between the Employer and the Union to establish rates of pay, hours of work, and conditions of employment and to these ends, the Employer agrees to provide considerate and courteous treatment of its employees and the employees directly through their representatives (the Union) to provide the Employer loyal and efficient service.

The parties recognize that the Employer has duly adopted a Civil Service Ordinance pursuant to State Law and that the provisions thereof, as well as other applicable laws and regulations are binding on both Employer and the Union. The parties further recognize that the Civil Service Ordinance will be followed and will govern in the event of any conflict arising between this Agreement and that Ordinance. It is further agreed that neither party to this Agreement will promote, or implement, any change to the Civil Service Ordinance in effect at the time of execution of this Agreement, which, if adopted, would alter the terms of this Agreement, without having first provided written notice to the other party of any proposed change, and without having first entered into a written agreement among the parties hereto that this Agreement be amended to reflect any proposed ordinance change.

# **ARTICLE 2**

## **RECOGNITION**

### **Section 2.01 Recognition**

Pursuant to the provisions of SDCL Chapter 3-18 and applicable regulations of the Department of Labor, Local 2488 of the American Federation of State, County and Municipal Employees, AFL-CIO, was certified on the 29th day of August, 1972, as the formal representative of the employees of the City of Watertown, South Dakota, except for the following persons or positions: elected officials, superintendents, supervisors, foremen, managers, professionals, and employees eligible to be covered under another collective bargaining agreement. In addition, the following shall be excluded from coverage under this Agreement: the Police Chief’s Administrative Assistant, employees of the Library, the Administrative Assistant of the Mayor and City Attorney, as well as all part-time and temporary employees.

### **Section 2.02 Exclusive Representation**

The Employer agrees not to enter into any other agreement with the employees subject to this Agreement, either individually, or collectively which conflicts with any portion of this Agreement.

## ARTICLE 3

### MANAGEMENT RIGHTS

#### Section 3.01 Management Rights Statement

It is understood and agreed by the parties that the Employer possesses the sole right to operate its departments and facilities so as to carry out the statutory mandate and goals assigned to it and that all management rights repose in the Employer unless specifically modified by this Agreement. It is further agreed and understood that in the event any legislative or final adjudicative action occurs during the term of this Agreement which has the effect of invalidating or altering the management rights herein, the parties agree that this Agreement shall be amended to conform with any such final legislative or adjudicative action.

#### Section 3.02 Management Rights

These management rights include but are not limited to the following:

- (a) To utilize personnel, methods, and means in the most appropriate and efficient manner possible;
- (b) To manage and direct the employees of the Employer;
- (c) To hire, promote, transfer, assign, retain or retire employees in positions under the jurisdiction of the Employer;
- (d) To establish reasonable work rules of conduct;
- (e) To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause;
- (f) To determine the size and composition of the work force and to lay off employees in the event of lack of work or funds or under conditions where the Employer believes the continuation of such work would be inefficient or nonproductive; and
- (g) To determine the mission of the agency and the methods and means necessary to efficiently fulfill that mission including the contracting out for or the transfer, alteration, curtailment or discontinuance of any service.

#### Section 3.03 Exercising of Management Rights

The exercise of management rights shall not be used for the purpose of undermining the Union or discriminating against any employee.

#### Section 3.04 Amendment of Personnel Policy Manual

The parties agree that any amendment to the existing personnel policy is a management right, however, the parties agree that prior to final adoption of any amendment to the personnel policy, a copy of the intended changes shall first be given to the Union for review and comment with a posted time frame of not to exceed 14 calendar days. The Policy Committee will review any written comments received and make any reasonable adjustments prior to presenting the recommended changes for approval. The final policy manual or policy will not be placed into effect until after such comment is considered by



management. The parties agree and understand that the City Council has the final right of adoption.

## **ARTICLE 4**

### **COMMITTEE FOR UNION-MANAGEMENT COOPERATION**

#### **Section 4.01 Labor Management Committee**

The parties recognize that during the term of this Agreement, problems of administration 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 Employer and the Union and among both management and non-management employees, if both the Employer and the Union continue and enlarge their respective efforts to gain a better appreciation and understanding of each other's problems and objectives. They recognize that frequently what first appear to be problems or areas of conflict and disagreement are actually misunderstandings which are cleared away upon a complete exchange of viewpoints and ideas. The parties believe that even though limitations exist upon formal collective bargaining negotiations through the term of this Agreement, a better atmosphere in which to achieve improved day-by-day relations between the parties, which they both desire, can be created through meetings of the kind described below:

#### **Section 4.02 LMC Limitations**

On an as needed basis, if requested by either party, a meeting will be held by the committee formed as a part of this article. It is understood that such meetings will be held for the purpose of appraising and discussing problems, if any, which may exist concerning administration, interpretation or application of the Agreement or other matters which either party believes will contribute to the improvement in the relations between them within the framework of this Agreement. It is understood that such meetings shall not be for the purpose of discussing grievances or conducting collective bargaining negotiations or for any purpose which would modify any provisions of this Agreement. In agreeing to such meetings, the parties are providing evidence of their sincere desire to encourage friendly, cooperative relationships between their representatives at all levels and between all employees covered by this Agreement and to find ways to overcome difficulties, influences or attitudes which interfere with such relationships. To facilitate the process, the party requesting the meeting shall notify the other party of the items to be discussed two days prior to the meeting. Additional topics may be added as they develop. There is no requirement that any meeting described herein be had during the term of this Agreement unless requested by either party. The parties further agree that circumstances may occur during the term of this Agreement that will require either party to request a continuance or delay in the scheduling of any meeting. The parties agree that they will make reasonable accommodations when scheduling meetings.

#### **Section 4.03 Scope of LMC**

Wherever in this Agreement reference is made to matters to be referred to a committee for resolution, this committee will take such matters into its consideration.

**Section 4.04 LMC Participation**

The committee for Union Management Cooperation shall be composed of two (2) members designated by the Union and two (2) members designated by the Employer. Both parties shall have the right to replace any of its members during the term of this Agreement and agree to inform the other of the names of its members.

**Section 4.05. Minutes Required**

Minutes shall be kept of all meetings by the Secretary of the Union and shall be distributed to the Employer and the Union members.

**ARTICLE 5**

**DISCRIMINATION AND COERCION**

**Section 5.01 Discrimination Prohibited**

The Employer agrees not to discriminate against any employee because of race, color, creed, national origin, ancestry per SDCL 20 13 10, sexual orientation/gender identity, disability, protected veteran status per Uniformed Services Employment and Reemployment Rights Act, genetic information, pregnancy, sex, age, marital status, religion, union affiliation or political affiliations; or to coerce any employee or their organization in any way.

**ARTICLE 6**

**DUES CHECK OFF**

**Section 6.01. Union Dues/Payroll Deductions**

The Employer agrees to deduct from the employee's pay the monthly union dues prescribed by said local union and to remit those dues each month to the treasurer, or such other person designated by the union. Dues collected shall be forwarded to the designee on or before the last day of each month during which the dues were deducted with an itemized statement for all dues collected.

**Section 6.02 Dues Deduction Form**

The Employer and the Union shall agree on the form used by the employee for this deduction.

## **ARTICLE 7**

### **HOURS OF WORK**

#### **Section 7.01 Hours of Work**

This article is intended to set forth normal practices to be engaged in by the City. It does not constitute a guarantee of hours per day or days per week, but the City does intend to, where practical in light of circumstances, employ its personnel on a regular basis of forty (40) hours per week provided the employee is able to perform the required duties and is ready, willing and able to perform the work to which they are assigned. It is expressly understood, however, that whenever the City, in its sole discretion, determines a reduction of the work force necessary, it may do so upon notice consistent with Section 7.04 of this article.

#### **Section 7.02 Work Day**

The normal hours of work be consecutive in any twenty-four (24) hour period and shall be either eight (8) hours or ten (10) hours as provided in this Article. Hours worked need not be consecutive at the Zoo, Wellness Center, and Aquatic Center or other such areas as those determined by Section 7.03.

#### **Section 7.03 Work Period**

The normal schedule of days worked shall be either five (5) or four (4) days as determined in accordance with this Agreement. Days off will normally be consecutive except to accommodate vacations, sick leave and scheduled rotations within the job classification. In the Sanitation Department and Zoo Department, work days in a week and days off in a week need not be consecutive.

#### **Section 7.04 Posted Work Schedule**

Work schedules showing the employee's shifts, work days and hours shall be posted on bulletin boards in the respective department at least fourteen (14) days in advance. Posted work schedules shall not be changed in less than 14 days without consultation between the Employer and the employees affected unless an emergency is declared by the Department Head. Examples of an emergency includes flood, tornado, ice storm and other catastrophic events. An emergency may be declared either orally or in writing by the Department Head. An emergency that is orally declared by the Department Head will be reduced to writing as soon as practically possible. Any changes in the work schedule shall be subject to the grievance procedure. Employees must be notified at least one (1) hour in advance of the shift that an emergency situation exists to avoid payment of reporting time.

If an employee is not notified and reports for work and the shift is changed, a minimum of two (2) hours work or pay shall be received, and counted as regular hours worked for purposes of computing overtime. A telephone call to the residence of the employee or to such other telephone number provided by the employee shall be construed as proper notification.

**Section 7.05 Pay for Other Duties Performed**

When an employee is assigned job duties outside of their essential functions the employee shall receive no less than their regular rate of pay in accordance with the provisions of Article 20.

**Section 7.06 Fair Labor Standards Act**

Both City and Union believe this Article and Article 8 comply with the Fair Labor Standards Act and they shall be so construed. It is understood that the Fair Labor Standards Act provides minimums and the contract controls if more is agreed. The work week shall be a seven day work period with a maximum of forty hours unless overtime is paid.

**Section 7.07 Closing of City Hall**

On days when City Hall is closed by official action, other than holidays, all other departments shall receive equal time off on an hour for hour basis identical to the number of hours City Hall was closed. The closing of City Hall by official action, is not the same as a “snow day.”

Any closing of City Hall by “Official Action” will be specifically communicated directly to each department head or designee and clarified as such. Whenever City Hall is closed by official action the following conditions will apply:

- City Hall employees will not be required to use vacation or compensatory time for the hours declared closed.
- All other regular full-time employees, in departments/facilities that are not closed, during such hours City Hall is closed by official action shall receive time off on an hour for hour basis not to exceed 8 hours.
- Official action does not include weekends, holidays, or observed holidays.

**ARTICLE 8**

**OVERTIME**

**Section 8.01 Eligibility for Overtime Earnings**

One and one-half (1 ½) times the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

- a) All work performed in excess of forty (40) hours in one week; sick leave, vacation and/or compensatory time taken cannot be used in calculating overtime.
- b) All holidays shall be considered as hours worked to calculate overtime.
- c) Work performed under provisions of call-back and reporting and stand-by pay.
- d) The parties further agree that compensatory time at the rate of one and one-half (1 ½) times the hours worked may be used in place of overtime pay if mutually agreed between the employee and the Department Head.

### **Section 8.02 Work Performed on Sunday**

Two (2) times the regular hourly rate of pay shall be paid for any overtime work performed on Sunday.

### **Section 8.03 Prior Approval Required for Overtime**

Overtime will not be allowed without the approval of the Department Head or designee and, where overtime is allowed, it shall be distributed as equitably as practical among employees in the same job classification within a specific work unit. Unwillingness to perform the overtime hours may result in disciplinary action.

### **Section 8.04 Distribution of Overtime/Call Back**

The policy of the City with respect to the distribution of overtime is:

- (a) City Responsibility. 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.
- (b) Division of Call Back and Overtime. Overtime work will be distributed as equitably as is reasonably practical among full-time employees normally engaged in the classification involved. Overtime work and call back work shall be distributed equally to full-time employees working within the same job classification within each department. A record of overtime hours worked by each employee shall be updated and posted on the department bulletin board weekly. The total amount of overtime accumulated for each employee shall be equalized on January 1st and July 1st annually.
- (c) Additional Work Hours Distribution. If a work task is in progress and the task will result in additional work hours, the employee working on the task will be allowed to complete the task and the overtime distribution procedure shall not apply. However, if a supervisor is reasonably aware when assigning a task that it may result in additional hours worked, the task will be offered to the employees on duty with the least amount of overtime. If after making the offer by this procedure no employee has accepted the additional work hours, the supervisor may assign the additional work hours to an employee on duty with the lowest overtime amount within the job classification. The only exception to this will be when a job classification has only one individual performing the essential functions, the employee may be required to work the additional work hours. Unwillingness to perform the additional work hours may result in disciplinary action.
- (d) Call Back Distribution. Normally, the standby person will be the first person to respond to a call for service outside regularly scheduled shifts. On each occasion, except in declared emergencies, the opportunity to perform call back work shall be offered to the employee within the job classification within each department who has the least number of overtime hours to the employee's credit at that time. If this employee does not accept this assignment, the employee with the next fewest number of overtime hours to the employee's credit shall be offered the assignment. This procedure shall be followed until each employee in the classification who is not on leave (sick leave, vacation leave, unpaid leave or compensatory time off) has

been offered the call back. If after making the offer by this procedure no employee has accepted the call back work, the supervisor may assign the call back to the employee with the lowest overtime amount within the job classification who is not on leave (sick leave, vacation leave, unpaid leave or compensatory time off). The only exception to this will be when a job classification has only one individual performing the essential functions, the employee may be required to work the call back work. Unwillingness to perform the call back work may result in disciplinary action.

## **ARTICLE 9**

### **REST PERIODS**

#### **Section 9.01 Rest Periods**

All employees shall be granted a rest period of fifteen (15) minutes in each half of their work shift. The Employer retains the right to schedule employee's rest periods to fulfill the operational needs of the work units; however, the rest period shall be scheduled as nearly as possible to the middle of each one-half shift.

#### **Section 9.02 Eligibility for Additional Rest Periods**

An employee who is scheduled to work beyond the regular eight (8) hour shift or ten (10) hour shift shall be granted a fifteen (15) minute rest period as near as possible to starting the work beyond the regular shift. The employee shall also be entitled to one additional fifteen (15) minute rest period on a regular two (2) hour basis thereafter.

## **ARTICLE 10**

### **MEAL PERIODS**

#### **Section 10.01 Meal Periods**

All employees shall be allowed a thirty (30) or a sixty (60) minute unpaid, duty-free meal period during each eight (8) or ten (10) hour shift. Those employees required to be at or return to their post by reason of continuous operations will eat lunch as circumstances permit without any deduction in pay for the meal period commencing at the time the employee is called back to their post during that meal period. This meal period shall be scheduled as nearly as possible to the middle of the regular work shift. Meal periods of thirty (30) minutes may be used if agreed by the employee and the Department Head.

## **ARTICLE 11**

### **CLEAN UP TIME AND EQUIPMENT**

#### **Section 11.01 Clean up Time**

The Employer recognizes that there are jobs within the bargaining unit where by reason of the nature of the work it is proper that the employee have a reasonable period to clean

prior to leaving work (without deduction from pay). The employer shall determine which employees should be allowed time to clean, and any refusal or other alleged abuse by either the Employee or Employer shall be a proper subject for grievance.

**Section 11.02 Reimbursement for Damaged Vision Wear and Timepieces**

The City shall reimburse the employee for glasses (including contacts) or watches (including bands) broken, damaged, or lost within the line of duty. The maximum value of watches shall be \$50.00 or replacement value, whichever is less. The loss must be reported to the supervisor prior to the termination of the employee's current shift. The City's reimbursement will be by voucher approved by the Department Head.

**Section 11.03 Safety Concern**

An employee shall not be subject to disciplinary action for the employee's refusal to operate or handle any piece of equipment or work in a work situation that the employee believes will place them in imminent danger of injury. If it is later proven that the employee's objection was unfounded, the City can take disciplinary action for the employee's refusal to perform their duties.

**ARTICLE 12**

**CALL BACK AND REPORTING PAY**

**Section 12.01 Reporting Pay**

In the event an employee reports for duty on a regular shift without previously having been notified not to report shall be given two (2) hours pay at regular straight time hourly rate; except that if work is unavailable as the result of causes beyond the control of the City, the City shall not be so obligated. Work that cannot be performed due to inclement weather conditions will not be deemed a cause beyond the control of the City. It is understood that if the regular duties of the employee cannot be performed, the supervisor may reassign duties for the period above mentioned in any capacity. Employees shall keep the City advised at all times of their addresses and telephone numbers where they can be notified.

**Section 12.02 Call Back Pay**

Any employee not on standby who is called in to work outside of the employee's regular shift or schedule shall receive overtime for all such hours and be guaranteed at least two (2) hours work or two (2) hours pay at the rate of time and one-half (1 1/2) their regular rate of pay. The two-hour minimum shall not apply, however, to employees who are called in to begin work within two (2) hours prior to the start of their shift and work continuously into their shift; provided the City work permits the employee to work their regular scheduled shift for that day.

## ARTICLE 13

### STANDBY PAY

#### Section 13.01 Standby Requirements

The Department may make standby arrangements which shall be rotated among qualified employees. A standby situation shall exist when an employee is specifically notified by the supervisor to be available for work outside the regular shift. Standby time shall be distributed equally to employees working in the same classification by the same method as overtime distribution. The employee on such standby shall maintain availability for any need for service that may arise. The employee shall give the supervisor a telephone number where the employee can be reached and be ready to respond to a call for service. The employee need not remain at home; but must remain within a fifteen (15) mile radius of the Watertown Regional Airport.

#### Section 13.02 Standby Periods Defined

Standby time shall not commence until the employee assigned to such duty has completed the work on their assigned shift. Standby periods shall be from 8:00 o'clock A.M. Tuesday to 8:00 o'clock A.M. the following Tuesday, or a time period mutually agreed between management and union.

#### Section 13.03 Standby Availability Pay

Employees on standby shall be paid for standby time at the rate of One Hundred Dollars (\$100.00) per week or Fourteen Dollars and Twenty Nine Cents (\$14.29) per day. Employees on standby shall be provided a city issued cell phone to be shared among employees in the same classification to be used during the assigned standby period.

#### Section 13.04 Standby Pay When Response Is Required

An employee on standby who is called to work outside their regular shift or schedule shall receive overtime for all such hours from the time the call is made until the time of completion of work for which the employee responded and be guaranteed at least (1) hour of work or (1) hour at a rate of time and one-half (1 1/2) of their regular rate of pay.

## ARTICLE 14

### HOLIDAYS

#### Section 14.01 Holidays Defined

The following days shall be recognized and observed as paid holidays:

New Year's Day	Independence Day
Martin Luther King Jr. Day	Labor Day
Native American Day	Veteran's Day
Memorial Day (Monday)	Thanksgiving Day
Christmas Day	President's Day



**Section 14.02 Holidays Observed**

Whenever any of the above holidays shall occur on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the above holidays shall occur on a Sunday, the Monday following shall be observed as the holiday. Any employee who, as part of their regular work schedule, works on Easter, shall be paid holiday pay hour for hour or may elect instead to receive vacation or compensatory time for the Easter holiday.

**Section 14.03 Holiday Pay and Rate**

When a holiday falls on a day when the employee is not scheduled to work, if eligible, an employee will be paid for normal hours of work, not in excess of ten (10) hours, at the employee's regular rate as defined in Article 20.

**Section 14.04 Holidays Worked**

An employee who works on a holiday excluding Easter will be paid time one and one-half (1 1/2 times), for all hours worked. The employee will also receive the regular eight (8) or ten (10) hours of holiday pay.

**Section 14.05 Employees on Leave of Absence**

Holiday pay allowance will not be paid to a full-time regular employee on leave of absence or layoff.

**ARTICLE 15**

**VACATIONS**

**Section 15.01. Vacation Accrual Schedule**

All full time employees shall be entitled to annual vacation leave. Vacation leave shall accrue in accordance with the following schedule:

- A. Starting Year (1) through Year 6 -- Eighty (80) hours;
- B. Starting Year 7 through Year 13 -- One hundred twenty (120) hours;
- C. Starting Year 14 through Year 19-- One hundred sixty (160) hours;
- D. Year 20 and beyond -- Two hundred (200) hours.

No employee may use accrued vacation within the first ninety (90) days of employment.

**Section 15.02 Vacation Usage and Monthly Accruals**

Employee vacation hours shall be credited to the employee's vacation account as accrued on a monthly basis and cannot be taken in advance of being earned. Vacation accrues on the 15<sup>th</sup> day of each month and new monthly accruals can only be used after the 15<sup>th</sup> of the month.

**Section 15.03. Vacation Requests**

Vacations normally will be granted at the time requested by the employee, unless operational necessity requires full staff. If there is a dispute as to operational necessity, the dispute may be presented at Step 2 of the grievance procedure. 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 the choice of vacation period, consistent with this paragraph.

#### **Section 15.04 Annual Vacation Bid Process/Use of Vacation**

On or about January 10 of each year, department heads will circulate appropriate forms to the employees, starting with the most senior and continuing to circulate until the least senior employee may list their choice of vacation periods during the calendar year. Vacation requests shall be recorded on a vacation request sheet which is circulated to all department/division staff from most senior employee to least senior employee. Senior employees may sign up for eighty (80) hours of their total allowable vacation before other employees. Once the vacation sheet has been passed through the department, it is returned to the senior employee to sign up for the remainder of the employee's vacation hours. Such selection must be on the basis of the unused and accrued vacation for which the employee would be eligible on December 31 of that year. These forms shall be returned to the Department Head within ten (10) days and the Employer shall post the schedule of vacations by February 1st. An employee not bidding for full entitlement will relinquish any seniority rights for the purpose of selecting vacation time for the balance of accrued and unused vacations. The remainder of an employee's unused and accrued vacation time may be taken in increments of not less than one (1) full hour, unless excused by the supervisor, at such time as the employee may desire but consistent with the provisions for full service requirements. A request to use the remainder of unbid vacation leave shall be submitted as follows:

- (a) At least twenty-four (24) hours prior to use when one (1) day is intended unless excused by supervisor.
- (b) At least forty-eight (48) hours prior to use when two (2) days or more are intended unless excused by supervisor.

#### **Section 15.05 Vacation Leave for Sanitation Worker/Drivers**

Vacation pay shall be at the employee's regular hourly rate of pay at the time vacation is taken. When a holiday occurs during a week in which a Sanitation Driver has scheduled vacation leave, the employee shall have the option to either be paid up to ten (10) hours of vacation leave at their regular rate of pay or adjust their work schedule so that no vacation leave is used during the work week in which the holiday occurs.

#### **Section 15.06 Work Performed During Scheduled Vacation**

Any employee who is required to work during their scheduled vacation shall be compensated for the same at the rate of time and one-half for all hours worked. In addition, the employee's vacation shall be rescheduled to any future time the employee may request provided such request does not conflict with the vacations of other employees previously scheduled under the provisions of this article.

#### **Section 15.07 Maximum Accruals Permitted**

Employees shall be allowed to accumulate two hundred (200) hours of vacation as of December 31<sup>st</sup> of each year. Payment of accrued vacation upon voluntary separation, termination or retirement is based upon a maximum of two hundred (200) hours.

**Section 15.08 Vacation Carry-Over Provision**

If a vacation regularly scheduled during the last six weeks of the calendar year is canceled by the City and cannot be rescheduled during the remainder of the year at a mutually agreed upon time, the employee may carry over the vacation time for use during the first two calendar months of the next year.

**ARTICLE 16**

**SICK LEAVE**

**Section 16.01 Purpose of Sick Leave**

All regular full-time employees will be allowed to accrue sick leave. Each of the parties recognizes that sick leave is designed to provide some measure of protection to an employee unable to perform their duties by reason of actual permissible usage of sick leave accruals. Each of the parties realize that abuse of sick leave hinders the employee's production and the Employer's ability to fully staff the service and therefore, abuses of sick leave will be the basis for disciplinary action.

**Section 16.02 Sick Leave Monthly Accruals**

Sick leave shall be accrued at the rate of one (1) day, eight (8) hours per month but not to exceed ninety-six (96) hours per year. An employee's sick leave account shall be credited with the accrued sick leave on the 15<sup>th</sup> of each month, such newly accrued monthly sick leave can only be used after the 15<sup>th</sup> of the month. An employee in probationary status shall be allowed the use of accumulated sick leave as any regular, full-time employee. Sick leave must have accrued before it can be used.

**Section 16.03 Sick Leave Rate of Pay and Prohibition of Use**

The rate of sick leave pay shall be at the regular rate of pay and for the regular scheduled hours of work but not in excess of ten (10) hours in any one day. Sick benefits will not be paid for the following:

- (a) Self-inflicted or self-induced disabilities caused by willful misconduct or commission of any crime; or
- (b) Disabilities occurring in the course of gainful employment for other than the Employer,

**Section 16.04 Notification Required**

In the event of sickness, an employee must contact their supervisor to request the use of sick leave as far in advance as possible before the beginning of their shift. A physician's statement may be required to support an absence or the employee may suffer loss of sick leave pay for time absent.

**Section 16.05 Permissible Uses of Sick Leave**

Sick leave may be used to the extent of the accrued and unused sick leave as follows:

- (a) Family illness – for purposes of family sick leave, family member relationships include: employee's spouse, child, step-child, parent, step-parent and/or assigned ward or legal guardianship of the employee with total time taken to include all family members not to exceed 80 hours per calendar year. Sick leave used to care for family members should be noted on time sheet by placing “FAM SL” in the Notes section. The employee may be required to submit a physician’s statement of illnesses claimed under this subsection.
- (b) Doctor or dental appointments;
- (c) For the birth of an employee’s child, the employee shall be granted a total of sixteen (16) hours of sick leave, which can be taken at the time of delivery or at the time of the mother or child’s release from the hospital or any combination of both. Any other time off for this purpose shall be taken from compensation time or vacation;
- (d) Any employee accidentally injured on the job who qualifies for worker's compensation pay will receive pay and/or benefits according to the following formula:

Receive regular pay from the Employer for any days of work missed as a result of the injury and sign all workers compensation checks received from the insurer over to the Employer. Sick leave will be deducted from the balance available to the employee at the rate of 1:3 (for example: one (1) hour of sick leave deducted for every three (3) hours of work missed). The Employer will allow such use of sick leave up to the maximum number of hours of sick leave available to the employee.

In the event an employee choosing this option exhausts all available sick leave prior to returning to work, then upon such occurrence, the following provisions shall thereafter apply:

The employee with no available sick leave will accept workers compensation payment from the insurer as full compensation with no leave time charged to any leave balance (sick leave, vacation leave, compensatory time) and no pay from the Employer.

In the event an employee receives benefits pursuant to this provision, employee will be eligible for benefits only to the extent provided for under the Employer’s personnel policy governing leaves of absence without pay.

- (e) Employees shall be entitled to three days deducted from accrued sick leave to attend the funeral of the following family relationships: son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, and step-relatives in these same categories. An additional two days may be used with approval of the supervisor. Use of this three day or additional two day sick leave as funeral leave benefit for family relationship is not included in the restricted hours for family illness.

### **Section 16.06 Sick Leave Pay upon Retirement**

An employee who has been determined eligible for retirement in accordance with eligibility requirements of the South Dakota Retirement System (SDRS), such eligible employee can receive payment for accrued unused sick leave not in excess of six hundred (600) hours. Deposits to the South Dakota Retirement System, hereinafter referred to as SDRS, for the cash value of unused accrued sick leave are subject to limits of the Internal Revenue Service (IRS) Code Section 415, and the eligibility as set forth by the SDRS.

Employees who are determined not eligible for deposit of unused accrued sick leave cash payouts to the employee retirement plan under SDRS, as determined by SDRS, but are eligible for retirement as determined by SDRS, will receive the cash value of accrued unused sick leave not in excess of six hundred (600) hours. Such payout will be provided by the City to the employee through the payroll process.

### **Section 16.07 Sick Leave Pay Death Benefit**

In case of the death of an employee, all unused, accrued sick leave shall be paid to the employee's designated beneficiary of record in the employee's personnel file.

### **Section 16.08 Sick Leave upon Termination**

In the event of voluntary separation by the employee or in the event an employee is discharged for just cause, all unused accrued sick leave shall be forfeited.

### **Section 16.09. Pregnancy/Parenting Leave**

Employees who meet the requirements for Family Medical Leave Act hereinafter referred to as FMLA, as defined by the Department of Labor, Wage and Hour Division CFR 29 Part 825, shall be offered Family Medical Leave for an employee's own pregnancy and/or the birth or adoption of a child, as well as parenting leave. The entitlements of the FMLA are recited in CFR 29 Part 825 as noted above. FMLA is administered by Human Resources.

Those employees who do not meet the eligibility requirements for FMLA, and are on an approved leave of absence for pregnancy or parenting leave, are subject to the policies governing paid and unpaid leaves of absence as set forth in Article 17.

**A. Pregnancy-** Pregnancy is cause for use of sick leave, annual leave or leave without pay. The type of leave taken is up to the employee with the approval of the department head.

Pregnancy will be treated as any other temporary disability or illness. During the pregnancy, or after the birth of the child, if the medical provider determines the employee is incapacitated and/or temporarily unable to work due to health concerns, the department head/supervisor shall not allow the employee to work until the employee provides medical documentation from the medical provider of work limitations to performing essential duties, and/or if restricted duty is ordered. If restrictions are imposed, the medical documentation must state how long the temporary restrictions will be in place. If the

employee does not have any medical limitations or restrictions to performing duties, the documentation must indicate “no restrictions.”

If restrictions exist, the supervisor may work with the employee to determine available work tasks included in the employee’s normal duties to the extent possible and provide temporary accommodations to the essential functions while the employee is on temporary restrictions. Use of sick leave shall be used in accordance with Section 16.05.

**B. Parenting Leave-**Leave following the birth or adoption of a child is defined as Parenting Leave. The amount of leave taken for parenting leave following the birth or adoption of a child, is to be requested by the employee and approved by the department head. The department head will take into account such factors as the amount of accrued leave available, the work load and the health of the employee based on a medical provider’s statement. Additionally, if the employee has taken pregnancy and parenting leave consecutively following the birth of the child (not returned to work after child was born), the parenting employee on medical leave of absence shall provide documentation by the medical provider regarding the ability to return to work with or without restrictions. If restrictions exist, the medical documentation must include the length of time any restrictions are in place. Medical documentation must be submitted to the department head or supervisor and immediately turned in to Human Resources, prior to returning to work.

**C. Return to Position Upon Return From Approved Leave-**Employees who are given leaves of absence due to pregnancy and return to work within the time approved by the department head, seniority permitting, shall be assigned to available work in the classification they permanently occupied and at the rate of pay appropriate for that classification. It is understood that the work to which they are assigned may not necessarily be in the work function in which they were employed at the start of such leave of absence.

#### **Section 16.10. Sick Leave Bank**

In the event an employee has a serious or life threatening illness, the employee or Department Head may submit a request for the Sick Leave Bank by completing the required form which is appended to this document. The completed Sick Leave Bank Request Form will be submitted to the City Finance Office.

The Sick Leave Bank Request Form should also include any relevant information the applicant wishes to disclose to the committee and donating employees related to his/her condition. It should be noted that the employee’s signature on the Sick Leave Bank Request Form authorizes release of the information the employee has elected to disclose. The Sick Leave Bank Committee will review the request form to determine eligibility to receive donated hours from other employees. The Committee shall consist of two (2) members of the union, two (2) members from management, and the Human Resources Coordinator. The Committee will determine if the applicant is approved for donations. The decision to grant such a request lies solely at the Committee’s discretion, and is not subject to the grievance procedure.

The Committee will notify the employee requesting the Sick Leave Bank donations of approval or denial of request. If approved, the Union will post the completed Sick Leave Bank Request Form to solicit for donations via department bulletin board or email. The Union will collect donation forms and inform approved employee and management when maximum donations have been received, or donation period has ended. Once all donation forms have been received, the Union will submit them to the Finance Office for payroll processing.

Upon approval, the following guidelines apply:

- Maximum of two hundred (200) hours of donated time.
- No requests for less than five (5) working days will be accepted, unless those days are to be added on to an already in progress leave of more than ten (10) days.
- Employees approved for donations must use all sick leave, vacation and compensatory time prior to receiving any donated hours.
- Donating employees are allowed to donate a maximum of forty (40) hours; the donating employee's sick leave accrual balance cannot be less than one hundred twenty (120) hours after donating sick leave.

If request is denied, a letter will be provided to the requesting employee via email or hand delivery.

## **ARTICLE 17**

### **LEAVES OF ABSENCE**

#### **Section 17.01 Paid Leaves of Absence**

An employee shall be granted a paid leave of absence from work for the following reasons:

- (a) **Jury Duty**: An employee who is called to Jury Duty shall receive full pay from the City, provided, however, that all pay received from such jury duty during a regular workday be endorsed to the City Finance Department. If the Jury Duty pay includes both worked and non-work days, the employee shall reimburse to the City, the Jury Duty pay received for the work days only. When not engaged in actual jury service, the employee must report to work to their assigned duties. An employee summoned as a juror shall notify their immediate supervisor in advance. It is not intended by this article that he will receive pay unless he is absent on jury duty.
- (b) **Voting**: Ample time to vote in any election with no loss of pay when the work duties of the employee with the Employer would otherwise prevent them from voting.
- (c) **Civic Duty**: Any other civic or similar duty with no loss of pay, pursuant to the prior approval of the Mayor and Department Head.
- (d) **Bereavement Leave**: Employees shall be entitled to a three day leave with pay to attend the funeral for family member relationships to include: employee's spouse, child, step-child, parent, step-parent, brother, step-brother, sister, step-sister, grandparent, step-

grandparent, grandchild, step-grandchild and/or assigned ward or legal guardianship of the employee. An additional two days to be deducted from accrued sick leave may be granted with approval of the department head. Use of the two-day additional sick leave as funeral leave benefit for family relationship is not included in the restricted hours for family illness.

Provisions for funeral leave for family members not included in the above family relationship list are covered under sick leave Section 16.05(e).

### **Section 17.02 Military Leaves of Absence**

- A. Subject to and consistent with applicable statute or other binding rule or regulation, any member of the Bargaining Unit, who has been employed by the City for ninety (90) calendar days, who reports or performs duty in any branch of the Armed Forces of the United States, shall be entitled to reinstatement with the City, provided:
- (1) The employee makes written request for reinstatement to the position held prior to or within ninety (90) days of release from the service, or within ninety (90) days after a hospitalization continuing after such release for not more than one (1) year;
  - (2) The position with the City still exists;
  - (3) The employee is capable of discharging the duties of the position;
  - (4) Separation from the Armed Forces was other than dishonorable;
  - (5) The employee shall not be entitled to pay during such leave.
- B. Military leave for annual duty. An employee who has served the probationary period, who is a duly qualified member of the “Reserve Component of the Armed Forces,” who is a member of the “Ready Reserve,” who is a member of an organized unit, and who, in order to receive military training with the Armed Forces of the United States, not to exceed fifteen (15) days in one (1) calendar year, shall be entitled to a leave of absence and shall be returned to service, provided the employee is still able to perform the duties of the position, without loss of status, pay, and seniority, provided:
- (1) The employee has given ten (10) days’ notice prior to the time of departure, unless the circumstances under which the employee is required to report for reserve training does not permit the giving of such notice;
  - (2) The employee has fulfilled the obligation to attend the training prescribed;
  - (3) The employee must return to this City position immediately on being relieved from such military service, and not later than the expiration of the term herein limited for such leave, unless prevented from so returning by physical or mental disability or other cause not due to the employee’s own fault, or is required by proper authority to continue in such military service beyond the time herein limited for such military leave; and
  - (4) In case the military pay allowances for such fifteen (15) day period are less than normal wages, the difference shall be paid by the City.

An employee separated from employment pursuant to this section; who is within the probationary period at the time of such separation shall have their probationary period held in abeyance until such time as they return to regular full-time service with the City.



### **Section 17.03 Unpaid Leaves of Absence**

An employee may be granted unpaid leaves of absence, with prior approval from the Mayor and Department Head, for the following reasons:

- a) For illness or injury up to one (1) year.
- b) Resumption of education for completion or pursuit of a high school degree and/or higher education necessary for a City related position, with the approval of the Mayor and Department Head.
- c) The Employer will grant a total of fifteen (15) days of leave of absence, without pay, per year for members of the Union to attend functions of the Union, provided such leave is requested in advance and the needs of the service will not be adversely affected by such absence. The Union may request leave of absence without pay for one employee for a period of not to exceed one (1) year if elected to Union office or if employed by the Union and required to be absent from the services of the Employer. This leave of absence may be extended for successive period of one (1) year by the approval of the Employer. The employee shall retain accrued seniority during such leave but shall not accumulate further seniority credit.
- d) Any reasonable purpose, subject first to the approval of the Mayor and Department Head.

During the leave of absence for items (a), (b), (c) or (d) as noted above, the employee shall not accrue seniority except for the first thirty (30) days, but shall remain on the seniority list and from the commencement of the leave, shall accumulate no further rights for any paid leave of absence.

An employee in an approved ***leave without pay*** status for 17 calendar days or more during any calendar month or 17 consecutive calendar days or more during any two or more consecutive months will not be entitled to receive the following employee benefits for that calendar month or the subsequent calendar months affected by the leave:

- Vacation leave accrual
- Sick leave accrual
- Longevity pay
- City contribution to supplemental retirement

Eligibility for health insurance when on a non-FMLA protected leave of absence is determined in accordance with the health insurance contract between the City and the contracted health insurance company. If an employee is not entitled to the City contribution toward the group health insurance premium while in an approved leave without pay status, the employee is responsible for the entire amount of the group health insurance premium. Such employee shall be eligible to participate in the employer's group health plan offered through rights set forth through the Consolidated Omnibus Budget Reconciliation Act health benefit provision (COBRA) which is offered to the employee on leave after exhaustion of all paid time.

## **ARTICLE 18**

### **FAMILY AND MEDICAL LEAVE ACT**

The City of Watertown having in excess of 50 employees is governed by and will comply with the Family and Medical Leave Act of 1993 as well as any subsequent amendments and/or modifications to the law.

Consistent with the provisions of the federal Family Medical Leave Act (FMLA) of 1993 and the National Defense Authorization Act of 2008, an eligible employee and covered care giver may be entitled to up to twenty-six (26) weeks of unpaid Military Care Giver Leave during any twelve (12) month period to provide care for a recovering service member or eligible veteran.

Eligible employees with a spouse, child, or parent on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces (including a member of the National Guard or Reserves) in support of a contingency operation may take up to twelve (12) work weeks of unpaid normal FMLA leave because of any “Qualifying Exigency.” The City shall post the most current mandated poster for employees to review and serve as a guide for FMLA coverage.

#### **Section 18.01 -FMLA Eligibility and Leave Allowances**

Consistent with the provisions of the federal Family and Medical Leave Act (FMLA) of 1993, an eligible employee may be entitled to up to twelve (12) workweeks of unpaid job protected leave within any twelve (12) month period of employment when specific conditions are met. Please contact Human Resources for conditions required. To be eligible to take Family Medical Leave, the employee must have worked for the City of Watertown for at least twelve (12) months and at least 1,250 hours during the twelve (12) months preceding the start of the leave.

Family Medical Leave may also be approved for up to twenty six (26) weeks in a twelve (12) month period for a qualifying military exigency arising out of the fact that the employee, employee’s spouse, son, daughter, or parent is a military member on covered active duty status (or has been notified of an impending call or order to covered active duty, or to care for a covered service member

The City of Watertown uses a “rolling” twelve (12) month period measured forward from the first day the employee uses any FMLA leave to determine eligibility for, and availability of, leave time under FMLA. To determine if an employee is eligible for FMLA leave during any given work week on a “rolling year” basis, one looks back over the twelve (12) months immediately preceding that week. Applicable sick leave benefits and leave resulting from Workers’ Compensation claims will be included in the twelve (12) week period allowed. Leave without pay may begin after all available applicable paid leave has been exhausted and will be included in the FMLA. The fact that a holiday may occur within a workweek taken as FMLA leave without pay has no effect; the week will be counted as a week of FMLA leave.

Employees can request job protected FMLA leave status for a period of “incapacity” of more than three (3) calendar days for FMLA eligible absences. However, employees will be required to be on an approved leave of absence and complete leave of absence paperwork for paid and/or unpaid absences in excess of three (3) calendar days. Employees must provide sufficient and complete information regarding the reason they are requesting leave, the timing of the leave, and when they are expected to return to work. Employees may not prospectively waive their FMLA rights.

If the accrued number of leave hours is fewer than twelve (12) weeks (or twenty-six (26) weeks in the case of a Military Caregiver Leave for a covered service member or eligible veteran), the additional weeks of leave necessary to obtain the twelve (12) workweeks (or twenty-six (26) workweeks in the case of a Military Caregiver Leave for a covered service member or eligible veteran) required under FMLA will be considered unpaid leave. If a serious health condition of the employee is involved, an employee must first use any paid medical sick leave. The employee is entitled to paid medical sick leave to care for a seriously ill family member only if authorized in accordance with the existing leave plan. Paid vacation leave may be used following the exhaustion of sick leave accruals.

#### **Section 18.02 Spouses as City Employees**

If both husband and wife are employed by the City, each shall have full access to twelve weeks leave with respect to their own parents but shall only receive a total of twelve (12) weeks between them for the birth of their child or a placement with them for adoption or foster care.

#### **Section 18.03 – FMLA Qualifying Events**

Eligible events limited to a total of twelve (12) workweeks include:

- a) the birth of a child, or placement of a child with you for adoption or foster care;
- b) employee’s serious health condition
- c) employee’s need to care for spouse, child, or parent due to his/her serious health condition;
- d) a qualifying exigency arising out of the fact that the employee, employee’s spouse, son, daughter, or parent is a military member on covered active duty status (or has been notified of an impending call or order to covered active duty with the Armed Forces.
  - Qualifying exigencies include: short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, additional activities as the need arises.
  - Covered active duty means in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision

of law referred to in Section 101 (a) (13) (B) of Title 10, United States Code.

Eligible events limited to a total of twenty-six (26) unpaid workweeks in a twelve month period:

- a) next of kin of a covered service member with a serious injury or illness (next of kin includes: spouse, son or daughter, parent) which is limited to a total of twenty-six (26) workweeks of leave during a single twelve (12) month period.

Whenever the necessity of leave is foreseeable, the employee must provide thirty (30) days advance notice of his or her desire to use FMLA and shall consult with the employer when planning the medical treatment to make reasonable efforts to schedule those leaves so as not to unduly disrupt the employer's operations.

#### **Section 18.04 Documentation and Medical Certification Required**

The employer requires appropriate medical certification for a Family Medical Leave qualifying absence or for an employee leave for the employee's or family member's serious health condition, including a statement that the employee is needed to care for the family member and the amount of time needed.

Under the FMLA regulations in effect January 16, 2009, a human resources professional, leave administrator, or management official, but not the employee's immediate supervisor, may contact the health care provider directly for purposes of authentication and clarification after the employer has first given the employee an opportunity to cure the deficiencies in the certification paperwork.

Employees and next of kin of covered service members utilizing family medical leave as listed in 18.03, are also required to provide documentation of the service member's serious health condition, or deployment paperwork provided by the military unit with beginning and end dates included.

The City may require an employee on Family Medical Leave to report periodically on his/her status, the intention of the employee to return to work, and periodic re-certification paperwork regarding the medical condition as allowed under federal FMLA statutes.

#### **Section 18.05 Intermittent FMLA Usage**

An employee may take family leave on an intermittent basis because of the birth or placement of a child for adoption or foster care only if the employer agrees. Intermittent leave to care for a sick family member or the employee's own serious health condition may be taken when medically necessary, and if such intermittent leave is granted, the City may require the employee to temporarily transfer to an alternate position as defined under federal law.

#### **Section 18.06 Group Health Insurance**

Employees on Family Medical Leave continue to receive group health insurance coverage while they are on an approved Family Medical Leave absence. The employee will have

premiums deducted for any portion of the premium cost the employee is already required to pay. The employer shall provide advance written notice of the terms and conditions in which payments must be made prior to commencement of leave. If the employee does not return to work after expiration of the approved FMLA period of leave, the employer may receive from the employee all of the premiums it paid, unless the failure to return was because of the continuation, recurrence or onset of a serious health condition of the employee or a family member as defined herein, or because of other circumstances beyond the control of the employee.

Seniority, other than to the extent authorized in Section 17.03(d) hereof, and any other employment benefits, will not accrue during the period of any unpaid leave.

#### **Section 18.07 Restoration to Pre-Leave Position**

If an employee returns to work upon expiration of the approved period of leave, reasonable efforts shall be made to return said employee to the same position as vacated, but the employee shall be reinstated to an equivalent position having substantially similar duties and conditions.

#### **Section 18.08 Return to Work**

Prior to returning from a continuous leave of absence (not intermittent), an employee under Family Medical Leave for their own serious health condition is required to provide the City Human Resources department a proper fitness-for-duty certification from his/her healthcare provider addressing the employee's ability to perform the essential functions of his/her pre-leave position. Medical documentation must be complete and indicate any medical restrictions the employee has, if any, to performing the essential functions of the position. If restrictions exist, such documentation must state the start and end dates that specific restricted duties are in place. If restrictions exist, the City will assess the ability of light duty options unless a reasonable safety concern exists for doing so.

## **ARTICLE 19**

### **GROUP INSURANCE AND BENEFITS**

#### **Section 19.01 Group Insurance**

As authorized by SDCL 9-14-30 and 9-14-32, the Employer agrees to participate with the employee in the cost of group health and group life insurance for each employee and group health insurance for the dependents of such employee. The current policy of group health insurance includes two alternative plans of coverage, i.e., PPO Plan 1 and PPO Plan 2. During the term of this Agreement, the group health shall provide options for single, employee plus spouse, employee plus children and family coverage.

#### **Section 19.02 Insurance Committee**

An insurance committee shall be established to review and approve any changes that are made in the existing group health insurance. This committee shall be composed of one representative chosen by each union which represents employee groups within the City of Watertown and desires to participate on the committee and one representative chosen by

management of each employee group participating with the mayor of the City as the voting chairperson. All decisions will be made by a majority vote of this committee. It is further agreed that decisions of the committee and decisions on whether or not coverage are “substantially similar” are the subject of the grievance procedure set forth in this contract together with all statutory rights therein.

### **Section 19.03 Health Insurance Plans**

The monthly premiums paid for the above plans will be shared by the City and employees as follows:

#### **PPO Plan #1-**

- The City will match the dollar amount allocated to the PPOII plans by Tier for the contribution to the PPOI Plan (\$1,500 DEDUCTIBLE)

#### **PPO Plan #2 -**

- -95% City contribution to the Single Premium for PPOII Plan (\$3,000 DEDUCTIBLE)
- -75% City contribution to the Employee/Spouse, Employee/Children and Family Premium for PPOII Plan (\$3000 DEDUCTIBLE per person)

It is agreed and understood that the amount of the contribution of the City is a negotiable item during the negotiation of a new contract and shall be considered together with wages at the time of such negotiation.

### **Section 19.04 Coverage Changes**

It is agreed and understood that during the term of this contract the City has the right to change companies providing the coverage set forth above; however, any new policy shall have substantially similar coverage. It is understood that the words “substantially similar” mean that there may be increased coverage in some areas and decreased coverage in others but that the total coverage will be substantially similar. It is understood and agreed by and between the parties that it is not the intent of the City nor may the City reduce coverage for the purpose of lowering premiums, however, it is understood and agreed that the City may, during the term of this Agreement take quotations on insurance and may select a company with a lower premium if the coverage are substantially similar.

### **Section 19.05 Retiree Health Insurance**

The City agrees to provide group health coverage for each employee who retires at age 60, or at age 55 or over with 20 years of service, or after age 50 according to a “rule of 75” combining age and years of service which total 75. Such retired employees and their dependents will be included in the City’s group insurance plan at the rates charged by the insurance carrier.

The City contribution shall be as follows:

- Retiree only (single) - \$60.00 per month
- Retiree plus spouse - \$140.00 per month
- Retiree plus children - \$120.00 per month
- Retiree Family coverage - \$200.00 per month

In no event shall the contribution of the City exceed 1/2 of the cost of such premium. The City shall not be obligated to provide or pay any amount when the retired employee is eligible for Medicare.

**Section 19.06 Dental Insurance**

The City offers to the employees a dental plan on the basis of voluntary participation at no cost to the City.

**Section 19.07 Vision Insurance**

The City offers to the employees a vision plan on the basis of voluntary participation at no cost to the City.

**Section 19.08 Optional Supplemental Retirement Fund**

To promote and encourage savings for retirement, the City agrees that if an employee desires to participate in the South Dakota Retirement System Supplemental Retirement Fund, that the City will make a contribution as follows:

<u>Employee Contribution</u>	<u>City Contribution</u>
\$50.00	\$25.00
\$40.00	\$20.00
\$30.00	\$15.00
\$20.00	\$10.00

City contributions shall be by an increase in wages in the amount of the option selected by the employee. Employee contributions shall be by deduction from wages and the employee must sign up and designate one of the above contribution levels.

**ARTICLE 20**

**WAGES, LONGEVITY AND GRADES:**

**Section 20.01 Wages**

Wages for all employees of the Union shall be paid according to Exhibit 1, a pay matrix, which is attached hereto and incorporated by reference.

It is specifically agreed and understood by the parties hereto that the wages paid to employees during the term of this Agreement are based on the grade assigned to each position within the bargaining unit using the Classification and Compensation Study commissioned by the City of Watertown. Under the Classification and Compensation Study, all positions within the City of Watertown were assigned a Grade between 1 and 9. The following position title in the Union are named as such according to the controlling job description on file in Human Resources and have been assigned the following classification grades:

Airport Maintenance Worker	Grade 4
Building Inspector	Grade 4

Building Services Specialist	Grade 4
Code Enforcement Officer	Grade 4
Building Services Secretary/Receptionist	Grade 1
Janitorial/Maintenance Worker (City Hall/P&R)	Grade 2
Senior Engineer Technician	Grade 5
Engineer II/Urban Planner	Grade 5
Draftsman-Engineer Technician	Grade 4
Engineering Administrative Assistant	Grade 1
Finance Officer II	Grade 4
Zoo Maintenance Worker	Grade 5
Zookeeper	Grade 4
Office/Visitor Services Manager (Zoo)	Grade 3
Forestry Technician II	Grade 4
Forestry Technician I	Grade 3
Park Maintenance Worker (Park & Rec)	Grade 3
Program & Activities Coordinator (Park & Rec)	Grade 4
Office Manager (Park & Rec)	Grade 3
Secretary/Receptionist (Park & Rec)	Grade 1
Building and Pool Maintenance Worker	Grade 3
Turf Specialist	Grade 3
Golf Course Mechanic	Grade 3
Cemetery Technician	Grade 3
Office Coordinator (Wellness Center)	Grade 4
Maintenance Worker (Wellness Center)	Grade 3
Janitorial/Maintenance Worker (Wellness Center)	Grade 2
Secretary/Receptionist (Wellness Center)	Grade 1
Street Maintenance Worker	Grade 4
Traffic Maintenance Worker	Grade 4
Secretary/Receptionist (Street Dept.)	Grade 1
Landfill Operator	Grade 4
Sanitation Worker/Driver	Grade 4
Waste Water Treatment Plant Operator	Grade 5
Laboratory Technician (Waste Water)	Grade 5
Industrial Pretreatment Assistant (Waste Water)	Grade 5
Utility Maintenance Worker (Waste Water)	Grade 4
Administrative Assistant (Fire Department)	Grade 2
Animal Control/Community Service Officer	Grade 4
Records Supervisor (Police Department)	Grade 4
Records Clerk (Police Department)	Grade 2
Operations Bureau Secretary (Police Department)	Grade 2
Facility Maintenance Worker (Police Department)	Grade 2
Janitorial/Maintenance Worker (City Hall/P&R)	Grade 2



**Section 20.02 Wage Increases**

All current employees will receive a 3% increase on their base salary effective January 1, 2019. Employees will receive a 2.5% increase on their base salary effective January 1, 2020 and January 1, 2021.

**Section 20.03 Starting Wages**

New employees hired on or after January 1, 2019, will start at the minimum salary for the classification grade in Exhibit 1. In the case of difficult to fill positions, applicants with related previous experience may be allowed a starting pay of not more than four (4) percent of beginning base pay (no higher than Step 3 on current wage matrix).

**Section 20.04 Direct Deposit Required**

The City provides electronic posting for all payroll checks. Employees will be required to submit to the Finance Office the appropriate information for ACH deposit to the checking/savings account they chose. In the event an employee's banking information changes, employees shall provide notification of new account information to the Finance Office by the fifteenth (15<sup>th</sup>) of the month. The City will provide a pay information sheet to each employee with the amount deposited each payroll period.

**Section 20.05 Longevity Pay**

An employee will be eligible for longevity pay at the rate of \$5.75 per month for each year of service following five years of continuous service with the City of Watertown. (Example: An employee with ten years of service shall receive \$57.50 per month longevity pay.)

**Section 20.06 Longevity Pay Increases**

Longevity pay shall be determined and increased, where appropriate, on an employee's anniversary date (the anniversary date being the date of hire). When an employee's anniversary is prior to the 15th day of the month, longevity will be paid during that month based on the new years of service.

**Section 20.07 City Paid Training/Certification Fees**

The parties agree that the City will pay any necessary fees, allow for training during City time and use of equipment for an employee required to obtain or renew a commercial driver's license. The City will pay the cost of any training required by the City prior to the examination for such commercial driver's license and for testing fees or certifications that are required in an employee's position, as stated in the position description, which is maintained by the Employer. The City retains the right to determine which certifications are a requirement of an employee's position. In the event an employee fails any required test and additional costs result for subsequent testing, the employee shall be responsible for any additional cost.

**Section 20.08 Pay for Temporary Performance of Department Head Duties**

The parties agree that where a Department Head is incapacitated and will be off work for more than thirty (30) days, or where a Department Head goes on part-time status that additional pay may be granted over and above the grade of the workers involved for any

worker or workers required to take on additional responsibilities. Such pay may be given during the term of disability or for such period of time as the parties agree and any increase in pay must be agreed on between the Mayor and Finance Officer and the Union in writing, both as to the amount and the duration.

## **ARTICLE 21**

### **SENIORITY**

#### **Section 21.01. Seniority Defined**

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

#### **Section 21.02 Loss of Seniority**

Only voluntary resignation, justifiable discharge or those unpaid leave of absences exceeding thirty (30) days defined in Section 17.03 (a); (b); (c); and (d) shall constitute breaks in continuous service for the purpose of computing seniority.

#### **Section 21.03 Probationary Period Defined**

Probationary period shall be the first six (6) months for a new employee. Employees under federal programs whose salaries are fully federally funded shall be on probation for the term of full federal funding.

#### **Section 21.04 Seniority Lists**

Seniority lists will be posted on a conspicuous place, such as the worksite bulletin board, 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 ten (10) days of the date of posting.

#### **Section 21.05 Layoff Based on Inverse Seniority**

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled. All seasonal or part-time employees shall be laid off first before any full-time regular employees can be laid off. Employees on leave of absence and wishing to return to work shall be returned to work according to their accrued seniority.

## **ARTICLE 22**

### **WORK FORCE**

#### **Section 22.01 Workforce Defined**

The work force shall be construed to mean all employees covered by this Agreement.

**Section 22.02 Job Postings.**

Whenever a job vacancy occurs (other than a temporary opening as defined below), in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy describing such position shall be posted on all department bulletin boards for ten (10) calendar days.

**Section 22.03 Promotion/Transfer Defined**

The term promotion, as used in this article, means the advancement of an employee to a higher classification pay grade. The term transfer, as used in this article, means movement to another job classification title within the same pay grade or a lower pay grade. If the transfer results in movement to a lower pay grade, the transferring employee's wage will be calculated based on the lower pay grade.

**Section 22.04 Internal Hiring**

Employees who have completed their initial probationary period, who wish to apply for a promotion/transfer as defined in Section 22.03, must meet the minimum stated qualifications. Applications for vacant positions will be accepted during the timeframe listed on the job posting. The opportunity for application includes employees on layoff.

**Section 22.05 Promotion/Transfer Process**

The employee desiring to promote or transfer to a current internal vacancy, shall thoroughly complete a City of Watertown application which shall be submitted to Human Resources by the application deadline stated on the position posting. The Employer shall fill the vacancy from the promotional/transfer applicants with the employee who is most qualified and meets the minimum qualifications for the position. If two or more applicants are equally qualified for the vacancy, it shall then be filled by seniority. The Employer shall determine when a position is vacant and when it will be filled.

If the Employer wishes to transfer an employee to a different position for any reason, the employee shall be paid the rate for the former job or the going rate for the new job, whichever is greater.

**Section 22.06 Trial Period**

The promoted/transferred employee shall be granted a thirty (30) calendar day trial period to determine:

- (a) the employee's ability to perform the job.
- (b) the employee's desire to remain on the job.

Provided the employee's previous position has not been filled, such employee has the opportunity to revert to their previous position within thirty (30) calendar days. The Employer may begin the hiring process for the resulting vacancy (vacancy created by the promotion/transfer of the current employee) when said employee has begun the 30-day trial period. The Employer will notify the employee if the position has been filled prior to the end of the 30-day trial period.

If the employee is unsatisfactory in the new position (in the opinion of the Employer), notice and reasons will be submitted to them in writing by the Employer with a copy to the Union upon the consent of the employee. The matter may then become a proper subject for the grievance procedure.

**Section 22.07 External Postings.**

When a vacancy occurs and no employee has applied for promotion/transfer to said vacancy prior to the application deadline, after following the above prescribed steps, the vacant position can then be advertised to the public and opened externally. An external applicant is defined as an applicant who does not work for the City of Watertown.

**Section 22.08 Temporary Assignments.**

The Employer shall have the right to temporarily assign employees within the bargaining unit, irrespective of seniority status, from one job classification to another to cover for employees who are absent from work due to illness, accident, vacation or leave of absence for a period not to exceed thirty (30) regular scheduled working days. The Employer shall also have the right to temporarily assign employees within the bargaining unit, irrespective of seniority status, to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise for a period of not to exceed thirty (30) regular scheduled working days. It is understood and agreed that any employee within the unit temporarily assigned in accordance with the provisions of this section shall not acquire any permanent title or right to the job to which they are temporarily assigned, but shall retain seniority in the permanent classification from which they were assigned.

A temporary assignment as described in Section 22.07, which exceeds thirty (30) days in duration shall be offered to the employee with the greatest seniority within the job classification or job family from which the transfer is being made. If the most senior employee should decline the temporary assignment, it shall be offered to the next senior employee and this will continue until the temporary assignment has been accomplished.

When the assignment is to a position of an equal or lower pay grade, the employee shall receive their regular rate of pay.

When an employee is directed by their supervisor to temporarily serve in and perform job duties in a position of higher job classification for more than four (4) hours in a day, such employee shall receive the pay rate of the employee being replaced in the job classification being assumed for hours worked during the day.

This will not apply for individuals who are in the same job classification having ranges of pay grades.

**Section 22.09 Subcontracting/Reductions In Force.**

The Employer shall not consolidate, eliminate or subcontract work because of Union activity or affiliation. If a job is to be consolidated or eliminated, or work subcontracted which would result in the displacement of an employee, the Employer shall do the following:

- (a) Provide six (6) months written notice to the Union;
- (b) Provide first preference for any other job openings for which the involved employees qualify. If more than one employee would qualify for the opening, seniority shall govern;
- (c) Place employees unable to find other work on layoff status in accordance with Article 21 of this contract.

## **ARTICLE 23**

### **DISCIPLINE AND DISCHARGE**

#### **Section 23.01**

All disciplinary measures shall be consistent with the Civil Service ordinance 8.03.02, and subject to Article 24.

#### **Section 23.02**

Any employee who is disciplined or discharged and is found to have been unjustly dealt with, shall be reinstated with no loss of time, or pay and with no reference of the matter to be written in the employee's personnel file.

Any disciplinary action or measure imposed on an employee may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

#### **Section 23.03 Unsatisfactory Work Performance**

Before an employee may be disciplined for unsatisfactory work performance a notice in writing to the employee must be given outlining the areas of work performance that must be improved. The employee will then have a minimum of thirty (30) working days to improve the performance before further action is taken. If after thirty (30) working days the work performance has not improved, the Employer may take such action as may be determined appropriate, including suspension or dismissal.

## **ARTICLE 24**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### **Section 24.01 Grievance Defined**

Grievance means a complaint by an employee or group of employees concerning the interpretation or application of the provisions of this agreement or of rules or regulations governing personnel practices or conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and the immediate supervisor. The employee may request that the formal representative be present. No person shall be discriminated against because of the filing or involvement in a grievance.

**Section 24.02 Commencement of Grievance**

Individual employees or groups of employees shall have the right to present grievances in person or through the formal representative, provided that any settlement reached is not inconsistent with the provisions of this agreement, the formal representative is given an opportunity to be present at such adjustments, and the grievance has been properly filed and adjusted according to the established procedure set forth in this article.

**Section 24.03 Time Limitations**

Failure by an employee to comply with any time limitation shall constitute a withdrawal of the grievance. Failure of the City to comply with any time limitation shall constitute a settlement of the grievance in accordance with the requested remedy. It is agreed that all time limits may be extended by agreement of the parties, which shall not be unreasonably withheld.

**Section 24.04 Union Representation**

Both parties agree to encourage an employee to discuss a complaint with the immediate supervisor. An Employee shall have the right to have their formal representative present.

**Section 24.05 --STEP 1 (Dept. Head)**

Within ten (10) days after the employee had knowledge of its occurrence, the employee and/or a representative shall submit to the department head or designee a written grievance, which shall be labeled as Step 1. The department head shall meet with the employee and/or representative, and within ten (10) days of the receipt of the grievance and submit a written answer labeled as Step 1 response. A copy shall be provided to Human Resources.

**Section 24.06 --STEP 2 (Mayor)**

If the employee or steward disagrees with the Step 1 decision of the department head, the employee or steward shall file within fourteen (14) days of the notice date of the Step 1 decision, a written grievance to the Mayor, which shall be labeled as Step 2. Within fourteen (14) days of the receipt of the grievance, the Mayor will meet with the employee, who may be accompanied by a representative, to discuss the grievance. The Mayor may be substituted by a designee upon agreement of the parties, which shall not be unreasonably withheld. Within fourteen (14) days of this meeting a written decision labeled as Step 2 response, will be submitted to the employee by the Mayor. A copy shall be provided to Human Resources.

**Section 24.07--STEP 3 (Civil Service Board)**

If the grievance has not been satisfactorily adjusted at Step 2, it shall be presented in writing by the employee or representative to the Civil Service Board within ten (10) days after the Mayor's Step 2 response which shall be labeled as Step 3. The Civil Service Board shall attempt to adjust the matter and shall respond in writing within seven (7) working days to the Union steward or union representative, setting a hearing date if necessary.

**Section 24.08 Appeal Process**

If the employee disagrees with the decision rendered at either Step 2 or Step 3, the employee and/or representative may, within thirty (30) days after receipt of the Step 3 decision, initiate an appeal to the Department of Labor, who shall conduct an investigation and hearing and shall issue an order covering the points listed, and shall order it to be binding on the employee and the City in accordance with provisions of SDCL 3-18-15.2, subject to either party's right of appeal pursuant to SDCL 1-26. The employee and the employee's representative retain the right, after review by the Civil Service Board and the Department of Labor, to appeal to the Circuit Court of Codington County.

**Section 24.09 Initiation of Grievance at Step 2**

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

**Section 24.10 Timelines Defined**

All references to days in this Article shall be construed to mean calendar days.

**ARTICLE 25**

**UNION AFFAIRS AND GENERAL PROVISIONS**

**UNION AFFAIRS**

**Section 25.01 Bulletin Boards**

The Union shall be entitled to the use of bulletin boards for the purpose of keeping its members informed as to the times and dates of upcoming meetings, etc.

**Section 25.02 Promoting Union Activities**

The employees shall be entitled to conduct a minimum amount of union business on Employer's time and premises. The Employer shall notify its Department Heads that discussions concerning the Union shall not be singled out against any other type of discussions as cause for discipline. Other than those bulletin boards provided pursuant to this agreement, employees may not use the premises or equipment of the Employer to promote union activities.

**Section 25.03 Visitation**

Paid Union representatives shall be entitled to visit employees on the job regarding union business providing it does not interfere with the employee's duties and after notice to the supervisor.

**Section 25.04 Union Membership**

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

**Section 25.05 Shop Steward Notification to his/her Supervisor**

Each shop steward shall report to the immediate supervisor or designated representative prior to the time of leaving work to perform the functions of such shop steward as set forth herein and shall also report on returning to the work assignment unless the prior consent of the shop steward's supervisor not to so report has been secured.

**Section 25.06 Notification to Management**

When it is necessary for a shop steward to enter a work area other than their own for the purpose of conducting Union business authorized by this agreement, they shall notify the supervisor of that area of their presence and of the nature of their business.

**Section 25.07 Shop Stewards**

Shop stewards shall be selected by the Union and shall function on behalf of the employees in the bargaining unit. The Union shall furnish the City with the names of those selected.

**Section 25.08 Abuse of Union Privileges**

Any charges of the City which indicate that a shop steward, or a Union representative is abusing the privileges set forth in this Article may be invoked by any supervisor notifying the individual, and such activity shall cease. If the shop steward or Union representative disagrees, the matter shall be referred to the Labor-Management Committee for discussion. If not resolved by the Committee, it shall be subject to the grievance procedure. The City shall have the right to request the Union to refrain from any abuse of the privileges described herein.

**Section 25.09 Discrimination Prohibited**

In the administration of its affairs pursuant to its designation as formal representative, the Union agrees that it will administer the contract equally and equitably to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, disability or political affiliation. It agrees that its membership is open to all eligible bargaining unit employees who desire under the same terms.

**Section 25.10 Union Membership**

The City recognizes that it shall apply the terms and conditions of employment on the same basis as the Union pledges above, and it will not interfere, restrain, or coerce any employee with respect thereto.

**GENERAL PROVISIONS**

**Section 25.11 Uniforms/Protective Clothing**

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 the Employer or required by law.



**Section 25.12 Tools, Equipment and Supplies**

Any and all tools, equipment and supplies furnished by the Employer prior to the date of this agreement shall continue to be furnished unless the parties through collective bargaining mutually agree to change or have specifically waived any of these conditions.

**Section 25.13 Employee Mileage Reimbursement**

An employee asked to travel on City business using an employee owned automobile, is entitled to collect a mileage allowance that shall be computed according to the shortest passable route at a rate established by the City Council. Claims for maintenance and repair of employee owned vehicles will not be paid. Any violation(s), whether moving or non-moving, issued in conjunction with travel on City business are the responsibility of the employee and will not be paid by the City.

**Section 25.14 Employee Vaccinations**

Where a risk of a particular job requires, City shall make available Hepatitis B and /or tetanus shots for employees. Such shots shall not be mandatory, however, City shall have full discretion as to the method, manner and place of making such shots available.

**ARTICLE 26**

**SAVINGS CLAUSE**

**Section 26.01 Separability and Savings**

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE 27**

**NO STRIKE**

**Section 27.01 No Strike**

Neither the Union, nor any of the employees covered by this Agreement, will engage in, encourage or sanction any strikes, work slowdowns or mass absenteeism of the faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions of compensation or obligations of employment. In the event that any employee violates this article, the union shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to return to their normal duties. Any and all employees who violate any of the provisions of this article may be discharged or otherwise disciplined.

## ARTICLE 28

### TERMINATION

#### Section 28.01 Term of Agreement

The provisions of this Agreement shall be effective from January 1, 2019 through December 31, 2021.

#### Section 28.02 Renewal of Agreement

Negotiations for a new contract shall commence by July 1, 2021.

#### Section 28.03 Collective Bargaining

On or before June 1, 2021, either party hereto may notify the other party in writing of their desire to negotiate the terms and provisions of a successor agreement. Following such notification, conferences, and negotiations shall be carried as follows:

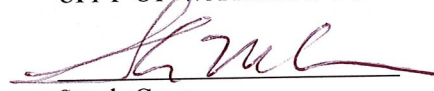
- (a) Step 1, simultaneous submission of City and Union proposals by June 15, 2021;
- (b) Step 2, negotiations continue thereafter at such mutually agreeable times until an agreement is reached.

#### Section 28.04 Post Expiration Life of Agreement

This Agreement shall remain in full force and effect during the period of negotiations even if negotiations continue beyond the term of this contract.


IN WITNESS WHEREOF, the parties hereto have set their hands this 14<sup>th</sup> day of January 2019.

CITY OF WATERTOWN



Sarah Caron  
Mayor

ATTEST:

  
\_\_\_\_\_  
Kristen Bobzien  
Finance Officer

(SEAL)

LOCAL UNION 2488  
AMERICAN FEDERATION  
OF STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES,

AFL-CIO

  
\_\_\_\_\_  
Brad Miles

President, Local 2488

## APPENDIX I WAGE MATRIX

Based on grade 9 at \$69,360 & 2% increase each step

	1	2	3	4	5	6	7
1	\$ 27,744.00	\$ 28,298.88	\$ 28,864.86	\$ 29,442.15	\$ 30,031.00	\$ 30,631.62	\$ 31,244.25
2	\$ 31,212.00	\$ 31,836.24	\$ 32,472.96	\$ 33,122.42	\$ 33,784.87	\$ 34,460.57	\$ 35,149.78
3	\$ 34,680.00	\$ 35,373.60	\$ 36,081.07	\$ 36,802.69	\$ 37,538.75	\$ 38,289.52	\$ 39,055.31
4	\$ 38,148.00	\$ 38,910.96	\$ 39,689.18	\$ 40,482.96	\$ 41,292.62	\$ 42,118.47	\$ 42,960.84
5	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29	\$ 44,163.23	\$ 45,046.50	\$ 45,947.43	\$ 46,866.38
6	\$ 48,552.00	\$ 49,523.04	\$ 50,513.50	\$ 51,523.77	\$ 52,554.25	\$ 53,605.33	\$ 54,677.44
7	\$ 55,488.00	\$ 56,597.76	\$ 57,729.72	\$ 58,884.31	\$ 60,062.00	\$ 61,263.24	\$ 62,488.50
8	\$ 62,424.00	\$ 63,672.48	\$ 64,945.93	\$ 66,244.85	\$ 67,569.75	\$ 68,921.14	\$ 70,299.56
9	\$ 69,360.00	\$ 70,747.20	\$ 72,162.14	\$ 73,605.39	\$ 75,077.49	\$ 76,579.04	\$ 78,110.63

	8	9	10	11	12	13	14
1	\$ 31,869.14	\$ 32,506.52	\$ 33,156.65	\$ 33,819.78	\$ 34,496.18	\$ 35,186.10	\$ 35,889.82
2	\$ 35,852.78	\$ 36,569.83	\$ 37,301.23	\$ 38,047.25	\$ 38,808.20	\$ 39,584.36	\$ 40,376.05
3	\$ 39,836.42	\$ 40,633.15	\$ 41,445.81	\$ 42,274.73	\$ 43,120.22	\$ 43,982.63	\$ 44,862.28
4	\$ 43,820.06	\$ 44,696.46	\$ 45,590.39	\$ 46,502.20	\$ 47,432.24	\$ 48,380.89	\$ 49,348.51
5	\$ 47,803.70	\$ 48,759.78	\$ 49,734.97	\$ 50,729.67	\$ 51,744.27	\$ 52,779.15	\$ 53,834.73
6	\$ 55,770.99	\$ 56,886.41	\$ 58,024.13	\$ 59,184.62	\$ 60,368.31	\$ 61,575.68	\$ 62,807.19
7	\$ 63,738.27	\$ 65,013.04	\$ 66,313.30	\$ 67,639.56	\$ 68,992.35	\$ 70,372.20	\$ 71,779.64
8	\$ 71,705.55	\$ 73,139.67	\$ 74,602.46	\$ 76,094.51	\$ 77,616.40	\$ 79,168.73	\$ 80,752.10
9	\$ 79,672.84	\$ 81,266.29	\$ 82,891.62	\$ 84,549.45	\$ 86,240.44	\$ 87,965.25	\$ 89,724.56

	15	16	17	18	19	20	21
1	\$ 36,607.62	\$ 37,339.77	\$ 38,086.57	\$ 38,848.30	\$ 39,625.26	\$ 40,417.77	\$ 41,226.12
2	\$ 41,183.57	\$ 42,007.24	\$ 42,847.39	\$ 43,704.34	\$ 44,578.42	\$ 45,469.99	\$ 46,379.39
3	\$ 45,759.52	\$ 46,674.71	\$ 47,608.21	\$ 48,560.37	\$ 49,531.58	\$ 50,522.21	\$ 51,532.66
4	\$ 50,335.48	\$ 51,342.19	\$ 52,369.03	\$ 53,416.41	\$ 54,484.74	\$ 55,574.43	\$ 56,685.92
5	\$ 54,911.43	\$ 56,009.66	\$ 57,129.85	\$ 58,272.45	\$ 59,437.90	\$ 60,626.65	\$ 61,839.19
6	\$ 64,063.33	\$ 65,344.60	\$ 66,651.49	\$ 67,984.52	\$ 69,344.21	\$ 70,731.10	\$ 72,145.72
7	\$ 73,215.24	\$ 74,679.54	\$ 76,173.13	\$ 77,696.60	\$ 79,250.53	\$ 80,835.54	\$ 82,452.25
8	\$ 82,367.14	\$ 84,014.49	\$ 85,694.77	\$ 87,408.67	\$ 89,156.84	\$ 90,939.98	\$ 92,758.78
9	\$ 91,519.05	\$ 93,349.43	\$ 95,216.42	\$ 97,120.74	\$ 99,063.16	\$ 101,044.42	\$ 103,065.31

	22	23	24	25	26	27	28
1	\$ 42,050.65	\$ 42,891.66	\$ 43,749.49	\$ 44,624.48	\$ 45,516.97	\$ 46,427.31	\$ 47,355.86
2	\$ 47,306.98	\$ 48,253.12	\$ 49,218.18	\$ 50,202.54	\$ 51,206.59	\$ 52,230.73	\$ 53,275.34
3	\$ 52,563.31	\$ 53,614.57	\$ 54,686.87	\$ 55,780.60	\$ 56,896.22	\$ 58,034.14	\$ 59,194.82
4	\$ 57,819.64	\$ 58,976.03	\$ 60,155.55	\$ 61,358.66	\$ 62,585.84	\$ 63,837.55	\$ 65,114.31
5	\$ 63,075.97	\$ 64,337.49	\$ 65,624.24	\$ 66,936.72	\$ 68,275.46	\$ 69,640.97	\$ 71,033.79
6	\$ 73,588.63	\$ 75,060.40	\$ 76,561.61	\$ 78,092.85	\$ 79,654.70	\$ 81,247.80	\$ 82,872.75
7	\$ 84,101.29	\$ 85,783.32	\$ 87,498.99	\$ 89,248.97	\$ 91,033.95	\$ 92,854.62	\$ 94,711.72
8	\$ 94,613.96	\$ 96,506.23	\$ 98,436.36	\$ 100,405.09	\$ 102,413.19	\$ 104,461.45	\$ 106,550.68
9	\$ 105,126.62	\$ 107,229.15	\$ 109,373.73	\$ 111,561.21	\$ 113,792.43	\$ 116,068.28	\$ 118,389.65

	29	30
1	\$ 48,302.98	\$ 49,269.04
2	\$ 54,340.85	\$ 55,427.66
3	\$ 60,378.72	\$ 61,586.29
4	\$ 66,416.59	\$ 67,744.92
5	\$ 72,454.46	\$ 73,903.55
6	\$ 84,530.21	\$ 86,220.81
7	\$ 96,605.95	\$ 98,538.07
8	\$ 108,681.70	\$ 110,855.33
9	\$ 120,757.44	\$ 123,172.59

**APPENDIX II**  
**SICK LEAVE DONATION REQUEST FORM**  
**SICK LEAVE BANK EMPLOYEE REQUEST**

I, \_\_\_\_\_, am requesting the use of a Sick Leave Bank for the  
(print name)

following serious or life threatening illness:

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Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*\*The above information will be provided to your co-workers for donation requests.*

***Request approved:***

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**SICK LEAVE BANK TRANSFER AUTHORIZATION**

I, \_\_\_\_\_, hereby authorize the City of Watertown's  
(print name)

payroll administrator to transfer \_\_\_\_\_ hours from my sick leave accrual  
(# of hours to donate)

account to \_\_\_\_\_ sick leave account.  
(person to receive the sick leave time donation)

I understand this is an unconditional, irrevocable transfer.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

- *Donating employees may donate a maximum of 40 hours sick leave but may not reduce their bank below 120 hours.*