

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE CITY OF YANKTON

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-
CIO, LOCAL 3968

January 1, 2023 through December 31, 2025

AGREEMENT

This Agreement entered into this day of _____, 2022, but effective January 1, 2023, by and between the City of Yankton, a political subdivision of the State of South Dakota, hereinafter referred to as the “City,” and Local 3968, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union.”

PREAMBLE

This Contract is between the City of Yankton, South Dakota, hereinafter referred to as the City, and The American Federation of State, County, and Municipal Employees Local 3968, hereinafter referred to as the Union.

This contract sets forth all terms and conditions of employment for bargaining unit employees. The purpose of this Contract is to establish the agreement between the City and the Union on rates of pay, hours of work, fringe benefits, conditions of employment, and to promote efficiency in employee work performance. While the City of Yankton’s applicable Uniform Personnel Rules and Regulations Manual may supplement the terms of the Agreement, in the event of any inconsistencies between the terms of such manual and of this Agreement, the terms of this Agreement shall supersede.

The Contract also provides an equitable and peaceful process procedure to resolve disputes in interpreting and applying the terms herein consistent with the mutual goal of providing ever-improving public services.

ARTICLE 1. RECOGNITION

Section 1.0 Exclusive Agent. The City recognizes the Union as the sole and exclusive bargaining agent for all full time and regular part-time employees of the City of Yankton, excluding elected officials, police officers, managers, confidential employees, exempt employees, seasonal and casual employees and supervisors, as defined by the Act.

Section 1.1 New Employee Orientation. The City’s Human Resources Director shall notify the then-current Union President by email of the identity of each new Union-eligible employee and the employee’s start date.

ARTICLE 2. STAFF CATEGORY DEFINITIONS AND EMPLOYMENT BENEFITS ELIGIBILITY

Section 2.0 Full-Time Employee. An employee who is regularly scheduled to work at least 40 hours in a work week is considered full-time. Full-time Employees are permanent full-time employees and eligible for employment benefits.

Section 2.1 Regular Part-Time Employee: An employee who is regularly scheduled to work less than 40 hours in a work week is considered part-time. Part-time employees who are regularly scheduled 30 or more hours per week are considered permanent Full-time employees and eligible for vacation, sick leave, health and pension benefits on a prorated basis based on the employee’s average number of hours worked compared to 40 hours.

Section 2.2 **Temporary Employee.** A temporary employee is a person employed by the City for a period not to exceed twelve months unless otherwise agreed to by the parties.

ARTICLE 3. HOLIDAYS

Section 3.0 Full-time employees shall receive eight (8) hours pay for each of the holidays listed below on which they perform no work. All regular part-time employees shall receive holiday pay based upon a prorated basis equal to their standard equivalent workday.

1. New Year's Day;
2. President's Day;
3. Memorial Day;
4. Independence Day;
5. Labor Day;
6. Veteran's Day;
7. Thanksgiving (fourth Thursday and Friday in November);
8. Christmas Eve (24th of December), unless Christmas Eve falls on a Friday, Saturday or Sunday;
9. Christmas Day (25th of December); and,
10. Three Personal 8-Hour Days (to be used at any time through the year pending their department head or the department head's designee's approval), and a fourth Personal 8-Hour Day in each year in which Christmas Eve falls on a Friday, Saturday, or Sunday. Personal days for new-hire employees will be pro-rated based on the date of hire as follows:
 - a. Date of Hire in 1st Quarter – Three 8-hour days (Four 8-hour days in years when there are four personal days accrued);
 - b. Date of Hire in 2nd Quarter – Two 8-hour days (Three 8-hour days on years when there are four personal days accrued);
 - c. Date of Hire in 3rd Quarter – One 8-hour day (Two 8-hour days on years when there are four personal days accrued); and
 - d. Date of Hire in 4th Quarter – No personal day (One 8-hour day on years when there are four personal days accrued)

Section 3.1 Whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed below fall on a Sunday, the succeeding Monday shall be observed as the holiday.

Section 3.2 When an employee is required to work on a holiday, the City will pay regular employees time and one-half for the number of hours actually worked, plus the holiday pay. “Shift workers” working a shift that begins on a holiday will receive time and a half for the number of hours actually worked plus the eight hours holiday pay.

Section 3.3 An employee shall be eligible for pay for the holiday falling within a pay period for which the employee has received compensation; provided however, that the employee worked the day before and the day after the holiday unless otherwise excused or unless the time is credited to either accrued vacation leave, sick leave or worker’s compensation leave.

Section 3.4 If a holiday falls within the vacation period selected by the employee, the holiday hours shall not be considered as a part of the vacation period and the employee will not be paid vacation pay for such holiday hours. Instead, the employee will receive only holiday pay calculated at straight time.

Section 3.5 Holiday pay shall not be paid to an employee if such employee has not complied with a direction to work on the holiday in question.

Section 3.6 The City Manager shall have discretion to grant all employees additional one-time paid holidays.

Section 3.7 Personal days should be scheduled at least two weeks in advance and shall be taken in increments of no less than eight (8) hours. The City will attempt to grant personal day(s) for the date(s) requested by the employee unless, in the judgment of management, operational necessity requires staffing. The City reserves the right to limit the number of employees out on vacation/personal day leave at the same time. If the City determines it is necessary to limit the number of employees on vacation/personal day leave at the same time, the first submitted request shall prevail. In the event of any conflict over simultaneous requests for personal day/vacation periods, the employee with the greater seniority shall be given his/her choice of personal day/vacation period. Personal Day’s may only be used in full shift or half shift increments.

ARTICLE 4. VACATIONS

Section 4.0 Employees shall accrue annual paid vacation leave starting immediately upon employment at the rate specified below.

<u>Tenure</u>	<u>Hours</u>
0 through 5 years	80
6 through 10 years	120
11+ years -	160

All regular part-time employees of the City shall accrue vacation based upon a prorated basis equal to their standard equivalent workday or work week.

Section 4.1 For the purposes of vacation eligibility in the preceding section, vacation can be

used as it is accrued in the first six months of continuous service. Vacation and personal holidays accrued during the first six months of continuous service are not eligible for payout if employment terminates during a new hire's probationary period.

Section 4.2 The rate of vacation pay shall be the employee's regular rate of pay times the number of hours that would have been worked had the employee not been on vacation.

Section 4.3 Vacation hours not used during the calendar year in which they are earned may be carried over into successive years. The maximum allowable accrued vacation shall be two (2) times the amount of vacation earned in a year based upon the employee's hire date. Any hours above the maximum accrual allowed will be lost. However, the City Manager may authorize individual and specific exceptions to the maximum allowable accrued vacation on a case-by-case basis to accomplish a reasonable administrative or staffing objective.

Section 4.4 Vacation should be scheduled at least two weeks in advance. The City will attempt to grant vacation at the time requested by the employee unless, in the judgment of management, operational necessity requires staffing. The City reserves the right to limit the number of employees on vacation at the same time and to limit the number of successive days of vacation taken by an employee. If the City determines it is necessary to limit the number of employees on vacation at the same time, the first submitted request shall prevail. In the event of any conflict over simultaneous requests for vacation periods, the employee with the greater seniority shall be given his/her choice of vacation period. Vacation may only be used as earned and must be taken in at least fifteen minute increments.

Section 4.5 Any employee who is separated from the service of the City for any reason prior to the taking of vacation leave, shall be compensated for the unused vacation the employee accumulated at the time of separation. Reimbursement for vacation leave will be at the employee's salary rate on their last day of employment. In the event of the employee's death, the earned, unused vacation is owed to his or her estate.

Section 4.6 Any official holiday which shall occur during an employee's scheduled vacation shall be counted as a holiday, not as a day of vacation.

ARTICLE 5. SICK LEAVE

Section 5.0 **Accumulation.** Sick leave benefits are granted on the basis of:

1. Eight (8) working hours per month of service on a forty (40) hour work week.
2. Sick leave with pay may be accumulated to a maximum of 960 hours.
3. Employees holding regular appointment with a standard work week of less than forty (40) hours shall earn sick leave credits and have a maximum accrual of sick leave credits based on their budgeted work week compared to a forty (40) hour work week.

Section 5.1 **Use of Sick Leave.** Sick leave may be authorized on any scheduled work day other than holiday or other authorized absence for the following:

1. Personal illness or off-the-job injury.
2. Enforced quarantine of the employee in accordance with community health regulations.
3. Illness in the immediate family when it can be shown that an employee's presence is required. Immediate family shall mean the employee's spouse, natural child, adopted child, foster child, stepchild, parents, step-parents, brothers, sisters, grandparents, grandchildren and the same relatives of a spouse. The employee's Department Head or the Department Head's designee shall approve such use.

Reporting of sick leave may not cause more than the standard equivalent work day to be reported on the City's timekeeping software timesheet.

Section 5.2 Payment for Sick Leave Earned Over Maximum Accumulation. When a person accumulates the maximum sick leave allowed, additional sick leave will continue to accrue until the end of the calendar year. However, this additional sick leave may not be used and will not carry over into the next calendar year. Each employee, who accrues this additional leave, shall be paid based on one (1) hour pay for every two (2) hours additional sick leave accrued. A review of all employees' sick leave records shall be made on the last working day in December with payment the first payday in January.

Section 5.3 Reserved.

Section 5.4 Reporting of Sick Leave. The employee shall complete a timesheet note (explaining what the sick time is being used for) in the City's timekeeping software for all sick leave used and submitted with the timesheet reporting sick leave taken. After approval by the Department Head and City Manager, the report will be placed in the City's timekeeping software timesheet.

Section 5.5 Notification. Sick leave with pay is authorized only if the employee notifies their Department Head or supervisor of the necessity for absence. An employee whose work requires a substitute for a particular shift assignment is required to give reasonable notification in advance of the employee's assigned time to start work. If an employee is absent from work and has not notified the Department Head or supervisor of an illness, sick leave will not be granted for the absence and the absence will be recorded as an unauthorized leave. A medical certificate or other substantiating evidence of illness may be required for any sick leave absence. Abuses of sick leave benefits shall be sufficient cause for an employee to be disciplined. For an extended period of sick leave, a doctor's report of expected duration shall be sufficient. Before an employee can be permitted to perform assigned duties after having sustained an injury or having been ill beyond forty (40) continuous work hours, said employee may be required to present the Department Head and the Human Resources Department with a physician's report stating that the employee is fit for work.

Section 5.6 On the Job Injury. The City of Yankton (the "City") is committed to maintaining a safe workplace. The City provides a clean, hazard-free, healthy, safe environment in which to work and make every effort to comply with all applicable federal, state and local occupational health and safety laws. Each employee has a duty to comply with the City's safety

rules, and you are expected to take an active part in maintaining this hazard-free environment. This includes employees working in a pre-approved remote work arrangement, who are also encouraged to set up an ergonomically-friendly environment. Each employee shall observe all safety rules, adhere to all safety instructions provided by supervisors and use safety protections where required. Each employee's work area shall be kept neat, clean, orderly and free from potential hazards.

Each employee is required to report any accidents or injuries—including any safety violations or near misses—and to promptly report any unsafe working condition, process or procedure to a supervisor. Failure to abide by the City's safety and accident rules may result in disciplinary action, up to and including termination.

The City shall provide workers' compensation insurance benefits to employees for job-related injuries or illness in accordance with applicable state law. This insurance provides for medical care and temporary disability, and benefits for permanent disability. The amount of benefits payable, as well as the duration of payments, depends upon the nature of an employee's injury or illness and applicable law.

1. Responsibilities of Employee:

If an employee is injured or become ill while performing his or her job duties—whether in the office or while performing job duties pursuant to a pre-approved remote work arrangement—the employee shall immediately report the injury or illness to his or her supervisor. This ensures that the City can help the employee obtain appropriate medical treatment and report the claim to the City's third-party workers' compensation insurance carrier, who will determine coverage. An employee's failure to follow this procedure and immediately report a work-related illness or injury may delay the employee's benefits or may even jeopardize his or her receipt of benefits. Questions regarding workers' compensation insurance should be directed to the Human Resources Department.

Each employee should be aware that workers' compensation insurance does not cover the payment of workers' compensation benefits for any injury which arises out of his or her voluntary participation in any off-duty recreational, social, or athletic activity which is not a part of his or her work-related duties. Furthermore, filing a false or fraudulent workers' compensation claim is also a violation of the City's policy, and will result in disciplinary action, up to and including immediate termination.

If an employee must be off work due to a work-related injury or illness, the employee shall comply with all treatment regimens and cooperate with all pertinent City and third-party administrators/carriers in a good-faith effort to return to work. The employee may be required to provide a fitness for duty certification prior to returning to work.

2. No Retaliation:

The City prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting an accident, injury or near miss as well as for reporting any health and safety concerns, violations of this policy or for cooperating in safety-related investigations. The City will not

discharge, discriminate or otherwise retaliate against employees for making any such reports.

3. Administration of this Policy:

If any employee has any questions regarding this policy, or if any employee has questions about health and safety that are not addressed in this policy, please contact the Human Resources Department.

Section 5.7 On the Job Injury Compensation. Employees are covered by Workers Compensation as provided by the law of the State of South Dakota. The City shall adopt a policy and procedures consistent with South Dakota statutes and regulations applicable to the Worker's Compensation.

Any Employee who while following or acting within the scope of City policy is injured in the performance of his/her duties in a manner that causes disability preventing the employee from returning work shall receive the difference between the Employee's regular pay and the Worker's Compensation payment ("supplemental benefits") for the period of disability not to exceed thirty (30) calendar days, and thereafter the corresponding number of hours will be charged against the Employee's sick leave credit until the same is exhausted. Extension of the supplemental benefits may occur if medical certification is obtained that shows the medical condition such that the Employee cannot return to work. The City is under no obligation to continue its payment supplemental benefits beyond thirty (30) calendar days. Where applicable after exhausting sick leave and City supplemental benefits, an employee may use accumulated vacation leave, personal holiday time (used in 8-hour increments), or sick leave that is donated through the Catastrophic Illness Leave Donation policy to supplement Worker's Compensation benefits.

The Employee shall not be entitled to any supplemental payment under this section in an amount that, when added to any workers' compensation benefit and/or any compensation received from the Employer, result in the Employee receiving total compensation greater than the average weekly wage for the applicable time period.

An employee that has been injured on the job shall be required to keep the Human Resources Department and his or her supervisor or department head informed at all times regarding the status and healing progress of the injury and continue to provide up-to-date written work restrictions provided by the employee's treating health care provider(s), if any. The department head or designee and Human Resources Director shall be responsible for monitoring and confirming work restrictions remain valid and that they are complied with.

Section 5.8 Leave Accrual. All vacation, sick leave and holiday leave earned while on injury leave shall accrue at the employee's regular rate during the initial ninety (90) day period. Throughout the remainder of the leave, additional vacation, sick and holiday leave accrual shall be prorated relative to the sick, vacation and/or compensatory time being reported.

Section 5.9. The City shall treat disabilities due to pregnancy the same as other temporary disabilities.

Section 5.10 Status Updates and Monitoring. An employee that has been injured on the job shall be required to keep the Human Resources Department and his or her supervisor or Department Head informed at all times regarding the status and healing progress of the injury and continue to provide up-to-date written work restrictions provided by the employee's treating health care provider(s), if any. The Department Head and Human Resources Director shall be responsible for monitoring and confirming work restrictions remain valid and that they are complied with.

ARTICLE 6. MANAGEMENT RIGHTS

Section 6.0 Management Rights. It is understood and agreed by the parties that the Employer possesses the sole right to operate the agency so as to carry out its statutory mandates and all management rights repose in the Employer unless specifically modified by this Agreement; likewise, all rights guaranteed to the employee and Union by law are retained unless specifically modified by this Agreement.

ARTICLE 7. EMPLOYEE REIMBURSEMENT

Section 7.0 Reimbursement for Training. If the City requires certificates or special training for a position, the City shall provide reimbursement of the fee required for the employee to obtain such certification. Commercial Driver's License fees shall be reimbursed after the successful completion of the employee probation period.

Section 7.1 Reimbursement for Equipment. Employees who are no longer on probationary status and who wear boots with safety features shall be reimbursed for the purchase of properly conforming boots up to \$150.00 per year. Employees who are no longer on probationary status and required to wear safety glasses shall be reimbursed for the purchase of safety glasses up to \$100.00 per year. Employees shall be required to present a receipt or other suitable proof of purchase as a condition of any reimbursement.

Section 7.2 Personal Cell Phones. Effective January 1, 2023, the City shall not issue any new cellular phone, tablet, or computer technology reimbursements and stipends. Employees who wish to utilize personal cell phones, tablets, or computers for work purposes shall first be required to sign a consent and waiver acknowledging that such use is voluntary and that employees are not permitted to utilize their personal devices for work purposes unless the employee is clocked-in, or the Employee is responding to assigned on-call duties, or the employee has the prior written permission of the Department Head or supervisor.

ARTICLE 8. MISCELLANEOUS SERVICES

Section 8.0 Employee Services. Any employee shall be required to perform any labor or render any services in connection with the City's business, provided that the employee's hourly rate of pay is not reduced.

ARTICLE 9. FUNERAL/BEREAVEMENT LEAVE

An Employee shall be granted up to twenty-four (24) hours paid absence for general bereavement and to attend or plan for a funeral following death of a member of their immediate

family which shall include: spouse, natural child, adoptive child, foster child, stepchild, parents, stepparents, brothers, sisters, grandparents, grandchildren and the same relatives of the employee's spouse. In addition, an employee may take up to fifty-six (56) additional hours for the death of a spouse. An employee may take up to sixteen (16) additional hours for the death of other members of immediate family as defined above. Additional days of bereavement/funeral leave shall be deducted from the employee's accumulated sick leave. All funeral/bereavement leave must be used within one year of the death. A timesheet note explaining who the bereavement leave is used for must be completed within the City's timekeeping software timesheet for all bereavement leave used and submitted with the timesheet reporting bereavement leave taken. After approval by the Department Head the note will remain on file in the City's timekeeping software timesheet.

ARTICLE 10. INSURANCE AND PENSION

Section 10.0 A Health Insurance Committee is hereby established and shall be composed of three persons appointed by the City Manager, three employees appointed by the Union, three employees appointed by the FOP (Fraternal Order of Police), and a non-voting Chairman appointed by the City Manager. The Committee shall review the health insurance plan annually, shall request and review bids for the health insurance when deemed necessary and shall make recommendations regarding such plans.

Section 10.1 The City shall provide each employee with a \$15,000 life insurance policy with the premium to be paid entirely by the City.

Section 10.2 The City shall provide dental insurance with benefits that are equivalent to those now in effect with the premium for each employee (single coverage only) to be paid entirely by the City.

Section 10.3 The City agrees that if an employee desires to participate in the South Dakota Retirement System Supplemental Retirement Fund or ICMA Deferred Compensation Plan, it will continue to make a contribution on the same basis as such contribution is presently made.

Section 10.4 In the event of a significant increase in health care insurance costs, the City reserves the right to re-open negotiations with respect to health care insurance and coverage at any time during the life of this Agreement or upon its expiration.

Section 10.5 The City will not make any change in the health insurance carrier or coverage without receiving a recommendation from the Health Insurance Committee. The Health Insurance Committee shall make a recommendation no later than October 15 of each year.

Section 10.6 Consistent with the City's anti-harassment policies, bargaining unit members of the Health Insurance Committee or any committee shall not face any retaliation or harassment as a result of their participation in, or the decisions of, such Committee.

ARTICLE 11. LEAVES OF ABSENCE

Section 11.0 An employee shall be eligible for leave of absence without pay at the discretion of their Department Head. Prior to taking leave of absence without pay, all sick and vacation leave shall be exhausted. No sick or vacation leave shall accrue during a leave of absence without pay.

Section 11.1 An employee shall accrue seniority and benefits while on leave of absence. An Employee may be responsible for paying for his or her benefits at a rate proportional to the number of hours actually worked during the leave of absence. The employee shall be returned to the position he or she held at the time the leave of absence was granted when he or she returns from the approved leave of absence.

Section 11.2 Jury Duty. It is the civic obligation of each City employee to serve on a jury if he or she is called. An employee may not be discharged or suspended for serving on a jury. While on jury duty or while appearing as a witness in their official capacity as a representative and employee of the City of Yankton, the employee shall turn over to the City Finance Officer any payments received for such duty during scheduled work days, except payments received for mileage, meals or expenses for out-of-town jury duty and be paid in full for their normal work schedule. In the alternative, the employee may keep the payments received and use vacation or compensatory time for their normal scheduled workdays. A timesheet note in the City's timekeeping software timesheet indicating the amount of time away from the scheduled work day is required for any time spent on jury duty. After approval by the Department Head, the note will remain on file in the City's timekeeping software timesheet. The Employee shall notify the Department of Human Resources for Jury Duty tracking.

Section 11.3 Military Leave.

A. Any employee who is a duly qualified member of any Reserve Component of the United States Armed Forces shall be entitled to receive a leave of absence from City work for a period not to exceed ten (10) work days in any one military fiscal year. At the conclusion of such service, the employee shall be entitled to return to city employment without loss of status, pay, or seniority, provided the employee is still able to perform the employee's job duties. The employee shall give the Department Head at least thirty (30) work days notice of the need for Military Training Leave prior to the time of the leave. The employee must return to the city position immediately upon being relieved from such military service and not later than the time herein limited for such unless prevented from so returning by physical or mental disability or other such cause not due to the employee's own fault, or unless the employee is required by the proper authority to continue in such military service beyond the time herein limited for military training leave. An employee may be eligible to receive the difference between their military pay received and their authorized salary, provided that the military pay is less than the authorized City salary. This difference may not be paid to exceed ten (10) regular working days in any one (1) calendar year. The difference of pay between military pay and authorized City salary shall be reduced by one day's pay for each vacation day earned in excess of ten (10) vacation days per year by the employee. In order to receive compensation, the employee must file a statement of earnings from the military with the Human Resources Department. The period of military service will be counted as full service with the City for the purpose of accruing leave.

B. An employee of the City who is called to active duty with the Armed Forces of

the United States will be granted a leave of absence and shall be re-employed in the department in which he was employed at the time of his or her departure, upon condition the employee is physically and mentally suited to perform the required duties. Employees whose military service is less than thirty-one (31) days must report for re-employment at the beginning of their first regularly scheduled workday that would fall eight (8) hours after he or she returns home. If the period of service is thirty-one (31) to one hundred eighty (180) days, the employee must submit an application for re-employment no later than fourteen (14) days following the completion of service. If the period of military service is greater than one hundred eighty (180) days, the employee must submit an application for re-employment not later than ninety (90) days after the completion of service. If the submission of a timely application in any of these situations is impossible or unreasonable through no fault of the employee, the application must be submitted as soon as possible. Failure to report or submit a written application within the specified periods above will be considered to be a voluntary resignation. Vacation and sick leave shall not accrue during the term of absence.

C. Employees whose military service is thirty-one (31) days or more, the benefits of health, vision, dental and life will stop at the end of the month they last worked. The Employee may privately/personally pay for the continuation of such benefits during the period of leave. The benefits will resume on the employee's first day of return as a full-time employee. In order to receive compensation, the employee must file a statement of earnings from the military with the Human Resources Department.

Section 11.4 Labor Conventions and Activities.

- A. The City agrees to grant the necessary time off, without discrimination and without pay, to Union delegates (not to exceed four) designated by the Union to attend an official labor convention. Absences for a labor convention shall require 15 days' notice. The participation in Union activities such as Union meetings and committee meetings will be permitted only during off-duty hours.
- B. The necessary time off, without discrimination and without pay, for purpose of attending a labor convention as provided in this Section 11.4 shall be subject to the following limitations: collective time off for Union officers and other official delegates shall not exceed 176 hours in any calendar year and must be taken in not less than four-hour increments by each attendee. Those employees scheduled for shift work must take time off consistent with their total shift length. Only one Union employee from a departmental division may be allowed time off at any one time.
- C. The Union shall be required to provide two weeks prior written notice to the Department Head and to the City Manager of each designated Union Member attending an event in accordance with this Section 11.4.

Section 11.5. Negotiations.

Members of the Union negotiating team, who are City employees, will be allowed to attend negotiation sessions during regularly scheduled duty hours. The time of each City employee spent on attendance at negotiation sessions during their regularly scheduled duty hours shall be

compensated by the City at his or her regular hourly rate, subject to the following limitations:

- A. No more than one employee from any one City department may attend negotiation sessions unless mutually agreed to by both the City and Union.
- B. Total compensation paid to the Union negotiating team will not exceed 240 hours for all members combined.
- C. No compensation will be paid for the time spent preparing for negotiations, nor will this preparation be done by any employee during his regularly scheduled duty hours.
- D. No Union negotiating team member shall be paid by the City for time spent on negotiations that are conducted during time other than regularly scheduled duty hours. Any additional time spent attending negotiations by the employee during his regularly scheduled duty hours may be taken as vacation, compensatory leave, personal leave, or time off without pay.

Section. 11.6 Administrative Closures. In the event of an emergency, the City Manager may close City Hall or other City facility for a period of time designated by the City Manager. If the City Manager closes City Hall or other non-essential City facility, then an employee who was scheduled to work in the closed facility during the closure period may choose to:

- (i) use accrued vacation time; or
- (ii) use accrued compensatory time; or
- (iii) use unpaid time; or
- (iv) work the hours as normal (if approved by the City Manager); or
- (v) Make up the hours missed within the same pay period (with approval from the City Manager). Hours made up will not be considered overtime; or
- (vi) Report to the City Manager to be assigned work in a department that is providing essential City services.

No employee is entitled to any additional compensation, increased rate of pay, or additional paid leave of any type due to a closure for an emergency. If the City Manager awards additional compensation or administrative leave to any City employees in relation to an emergency closure, the same will be awarded in equal amounts to employees who are required to stay and work during the emergency closure period.

ARTICLE 12. HOURS OF WORK

Section 12.0 The standard work week for the purpose of calculating pay and overtime shall begin at 12:01 a.m. Saturday and end at Midnight Friday.

Section 12.1 Except for emergency situations, work schedules shall not be changed unless the

changes are mutually agreed upon by the affected employee(s) and the employees' supervisor(s), Department Head, or the City Manager. Emergencies requiring a change in work schedule shall not require prior notice. For purposes of this Section, an emergency shall be defined as an unforeseen combination of circumstances or the resulting state that calls for immediate action or creates an urgent need for assistance or relief.

Section 12.2 During snow removal operations, hours worked outside of the regularly scheduled shift shall be paid at the overtime rate of pay. All hours worked during the regularly scheduled shift shall be paid at the regular rate of pay.

Section 12.3 Rest Period (Coffee Breaks) Coffee breaks or rest periods shall be arranged so as not to interfere with City business as determined by each department's needs and services. During each eight (8) hour shift, two fifteen (15) minute breaks shall be permitted, and may be taken back to back, or otherwise scheduled with the approval of the department head. Breaks shall be taken during normal scheduled hours. Shift workers shall take their lunch breaks when able during their shift.

ARTICLE 13. WAGES

Section 13.0 Pay ranges and wage rates for Union Eligible Positions are attached hereto and incorporated herein. Effective January 1, 2023, each eligible employee will receive a Six Percent (6%) cost of living base adjustment increase, and a One (1) Step increase on the pay scale, if eligible. The Parties agree that they shall negotiate wages for 2024 and 2025 at a later date subject to the notice and renewal provisions of Article 26.

Section 13.1 The City shall reimburse employees for the use of their personal vehicles authorized by the City Manager or his or her designee for City business at the Federal maximum allowable rate.

Section 13.2.1 Out of Class Pay. Any employee who works out of class may be eligible for additional compensation. An employee works out of class when (1) an employee is responsible for covering duties of an absent employee excluding an absent employee with the same duties or an absent employee with the same or lower job class salary range attendant to their job title for longer than a period equivalent to two weeks or (2) the employee's Supervisor and Department Head or the City Manager determine the employee is working out of class.

Section 13.2.2 An employee may apply for out of class pay by submitting the form labeled "Wage Adjustment Request Form" attached hereto and incorporated by this reference to their Supervisor and their Department Head. The Supervisor and Department Head shall make a recommendation to the City Manager on whether to deny or authorize the request. A Supervisor and Department Head may also make a recommendation to the City Manager on behalf of an employee. The City Manager shall make the ultimate determination to deny or authorize the request. The City Manager may consult with the parties involved in making a determination. If the request is denied, the City Manager shall provide a written rationale of denial to the employee and Department Head.

Section 13.3 Shift Differential. An employee classified as a differential shift employee or an employee working a differential shift shall be paid a shift differential of \$1.00 per hour in

addition to their regular base hourly rate of pay for the differential shift.

Section 13.4 Longevity Pay. Regular employees shall be eligible for longevity pay based upon the length of service with the City of Yankton if hired on or before December 31, 2007. Employees hired after January 1, 2008, are not eligible for longevity pay, until they have completed 25 years of continuous service with the City, beginning on the 25th anniversary date. Longevity pay shall be granted to eligible employees in accordance with the following schedule and the amount will be frozen until the employee reaches 25 years of continuous service with the City:

5-9 Years from date of hire to January 1, 2012	\$250
10-14 Years from date of hire to January 1, 2012	\$350
15-19 Years from date of hire to January 1, 2012	\$450
20-24 Years from date of hire to January 1, 2012	\$550
25+ Years from date of hire	\$650

In order to be eligible for longevity pay, the following conditions must be fulfilled:

1. "Length of Service" shall be the full number of complete years of continuous employment, calculated on the basis of the employee's hire date during the calendar year. However, an employee whose career is interrupted by service in the Armed Forces of the United States and who resume city employment within the period of time specified in applicable federal law shall have all prior service and military service counted as years of service. The City Manager shall determine any question of eligibility.

Section 13.5 Incentive Pay and Market Adjustments.

The union understands that in some situations, department heads or city management may wish to recognize an employee for work performed above and beyond expectations (examples may include but are not limited to: special projects, advanced certifications, etc.) by awarding increases on the pay scale at the discretion of the City Manager. In order to maintain competitiveness or to retain quality employees in the employment marketplace, sometimes city management must increase pay for specific positions or classes of positions or grant specific employees increases as determined necessary at the discretion of the City Manager. The union also acknowledges that the contract sets a baseline and is not intended to serve as a mechanism to halt or impede employee performance that goes above and beyond, or to prevent the City's efforts to recruit or retain quality employees in a competitive employment marketplace. The city shall notify the Union president and Union representative via email about any additional compensation awarded to bargaining unit employees and the reasons the extra compensation is given. All efforts will be made to ensure that such additional compensation is being awarded and approved by the City Manager in an impartial manner for the reasons so reported.

ARTICLE 14. FAMILY MEDICAL LEAVE

The City shall adhere to the terms of the Family and Medical Leave Act of 1993, as amended (the "FMLA") as set forth in 29 USC Chap. 28 and 29 CFR Part 825. The City of Yankton shall utilize the 12-month rolling forward method to calculate an employee's available leave. The City shall adopt and maintain an FMLA policy and FMLA procedures consistent with the terms of the FMLA.

Family and medical leave in accordance with the FMLA will be paid to the extent of the accrued sick leave available to the employee. After the accrued sick leave has been exhausted, any further family and medical leave shall be paid only to the extent the employee has available compensatory time off, or vacation leave. After all such paid leave has been exhausted, all remaining family and medical leave shall be without pay. Employees may elect to leave banked and unpaid a cumulative total balance of forty (40) hours of accrued compensatory time off or vacation leave for future use consistent with the terms of this Agreement. However, nothing herein shall grant any employee the right to take more job-protected leave than that granted by the FMLA. Please refer to the policies outlined in the Personnel Manual.

ARTICLE 15. CALL-IN PAY

Section 15.0 An employee called to work outside of their regularly scheduled work shift after having left the premises shall be paid at the rate of one and one-half times ($1\frac{1}{2}$) his or her regular rate of pay for the actual amount of time spent engaged in work outside of his or her regularly scheduled shift. However, each on-call shift in which any call can be handled by the employee remotely (i.e. via telephone, mobile device, computer, etc.) and does not require the employee to travel to his or her customary workplace, the employee shall be paid for a minimum of one-half ($\frac{1}{2}$) hour of work at one and one-half ($1\frac{1}{2}$) times his or her regular work pay for each response. Subsequent calls within the same one-half ($\frac{1}{2}$) hour will not result in additional compensation for that time. For each on-call shift in which one or more calls actually requires the employee to travel to his or her customary workplace, the employee shall be paid for a minimum total of two (2) hours at one and one-half times ($1\frac{1}{2}$) his or her regular work pay even if the total cumulative work from all calls is less than two (2) hours. Subsequent calls within the same two (2) hours will not result in additional compensation for that time.

Section 15.1 If the call time assignment and the employee's regular shift overlap, the employee shall be entitled to work his regular shift.

ARTICLE 16. ON-CALL PAY

Section 16.0 An employee who is scheduled for call time during other than normal working hours shall receive on-call compensation at straight time in the amount of one hour for each twenty-four (24) hours in which the employee is on-call.

Section 16.1 To be eligible for on-call pay, an employee must be regularly scheduled to be on-call, available when called, carry employer-supplied communications equipment, and live within fifteen (15) miles from their designated on-call station.

Section 16.2 Department Heads who have on-call employees shall prepare an on-call list and

make it available for all employees concerned. Employees who are on-call may trade on-call dates subject to the approval of the affected employees and the employees' supervisor(s), Department Head, or the City Manager.

ARTICLE 17. OVERTIME

Section 17.0 Time and one-half the employee's regular rate of pay shall be paid for all work performed in excess of forty (40) hours in any workweek or all hours worked over the scheduled work day. Vacation and sick leave shall be considered as hours worked when computing overtime. Holiday leave shall be considered hours worked when computing overtime only to the extent the employee actually begins a shift on the holiday.

Section 17.1 If the employee works overtime, the employee may, with the approval of the Department Head, choose to take compensatory time instead of overtime pay. Compensatory time shall be awarded at the rate of one and one-half (1½) hours of compensatory time for each hour of overtime worked. The days to be taken off shall be at the option of the employee with the approval of the Supervisor/Department Head. An employee may accumulate no more than forty-five (45) hours of compensatory time off. However, the City Manager may authorize individual and specific exceptions to the maximum allowable accrued compensatory time on a case-by-case basis to accomplish a reasonable administrative or staffing objective.

Section 17.2 Overtime is to be distributed equally to all employees of a department. If an employee is requested to work overtime and because of other conditions and commitments cannot perform the overtime work assigned, the Supervisor shall direct a qualified employee to work the overtime. The employee scheduled to work the overtime shall immediately notify the Supervisor of any conflict so that the Supervisor shall direct a qualified employee to perform the overtime prior to the conclusion of the workday.

ARTICLE 18. SENIORITY

Section 18.0 Seniority shall mean an employee's length of continuous service with the City since their last date of hire. Seniority shall be a consideration in all conditions of employment.

Section 18.1 In the event that City determines that it is necessary to decrease the workforce, they shall notify the affected employees and the Union thirty (30) days prior to the intended action. Seasonal, part-time and probationary employees shall be laid off first. Regular employees shall be laid off in reverse order of their seniority provided the remaining employees can do the available work. Employees laid off shall be returned to work according to their seniority provided they can perform the available work. No new employees shall be hired in the department until all the employees on layoff status who have the ability to perform the work and after a trial period of thirty (30) calendar days have been returned to work.

Section 18.2 When a job opening is posted, present city employees who apply and other applicants will be considered. All City employees who apply for an open position will be guaranteed to receive an interview for the position.

Section 18.3 The employer shall keep the seniority list up to date at all times and will post an up to date seniority list on the bulletin board. A copy of the seniority list shall be furnished to the

Union when it is posted.

Section 18.4 Full seniority rights shall be maintained until one of the following events occurs at which point the person will lose employee status:

1. Voluntary quit.
2. Discharge for just cause.
3. Retirement.
4. If an employee has been out of active employment of the City, for any reason, except military leave for a period of twelve (12) months.
5. An employee on lay-off fails to reply to an offer of reinstatement within five (5) business days after receipt of a recall notice by certified mail or by person-to-person request from a management representative subsequent to a lay-off or reduction in force, or to return to work within fifteen (15) business days after receipt of such notice. The City Manager may, but is not required to, extend the period if, in his or her sole judgment, sufficient extenuating circumstances are presented.

Section 18.5.1 Probationary Status. Employees shall be on probationary status for the first six (6) months of employment. During probation, employees may be removed with or without cause. The right to grieve discipline or termination under this Agreement shall not extend to probationary status employees unless such rights are specifically granted.

Section 18.5.2. Probationary Status Employee Benefits. Probationary status employees shall not accrue seniority. Employees on probationary status are eligible to participate in a City retirement plan, accrue sick leave, purchase life insurance, and accrue paid holidays. Employees on probationary status shall receive City dental and health insurance at the end of their first full calendar month of employment.

ARTICLE 19. GRIEVANCE AND ARBITRATION

Section 19.0 Definitions:

- A. Grievance: A complaint by an employee, or a group of employees, based on an alleged violation, misinterpretation or inequitable application of any existing agreement, contract, ordinance, resolution, policy, rule, regulation or law.
- B. Employee: An employee of the City and may include an individual or group of employees who are similarly affected by a grievance.
- C. Days: All days referred to shall be calendar days.

Section 19.1 Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this agreement, contract, ordinance, resolution, policy, rules, regulations and laws, may be processed during working hours without loss of pay

upon notification and permission from their Supervisor and shall be settled as hereinafter set forth. An employee may bring a grievance claim during working hours without loss of pay pursuant to the following procedure:

- A. An employee, and/or his Union representative, who feels that he has a dispute or grievance shall discuss the matter with the Supervisor within fifteen (15) business days of the event leading to the dispute or grievance, or the employees knowledge of its occurrence. The Supervisor shall attempt to resolve the matter and give the employee an answer within three (3) days.
- B. If the matter is not resolved at Step One, the Union representative, or his designee, with or without the employee, shall present the grievance or dispute in writing to the Department Head within fourteen (14) days of the event leading to the dispute or grievance. The Department Head shall attempt to adjust the matter and shall respond, in writing, to the Union representative and the employee within ten (10) working days.
- C. If the matter is not resolved in Step Two, it shall be presented to the City Manager within ten (10) working days from the date of the written response of the Department Head. The City Manager shall hold a hearing to investigate and resolve the matter within ten (10) working days of receipt of the grievance. The City manager shall respond in writing, to the Union and the employee within ten (10) working days of the hearing.
- D. If the matter is still unsettled, either party may, within thirty (30) days after the reply of the City Manager, submit the matter to the South Dakota Department of Labor, Division of Labor and Management for resolution.
- E. Either party may appeal the decision of the Department of Labor as prescribed by law.
- F. An employee who has been dismissed or suspended may submit a grievance starting at Step Three of the grievance procedure.

Section 19.2 A copy of all grievances shall be submitted to the Human Resources Office.

Section 19.3 In the event the employee filing the grievance, or alleging and asserting that a dispute exists, or in the event that the Union files a grievance or alleges a dispute, fails to comply with any time limitation herein such failure shall constitute a withdrawal of the grievance or claimed dispute. The failure of the City to comply with any time limitation shall constitute a settlement of the grievance in accordance with the requested remedy. Time limitations may be extended by mutual agreement of the parties in writing.

Section 19.4 In reducing the grievance to writing, the following must be stated with reasonable clarity:

- The nature of the grievance.
- The approximate date of the alleged grievance.
- The provisions of the Agreement or the rule or regulation that is alleged to have

been violated.

- The remedy which is sought.

Section 19.5 No employee or group of employees shall not be reprimanded, disciplined, or discriminated against for exercising their rights under this Article.

ARTICLE 20. DISCIPLINARY ACTIONS

Section 20.0 No employee shall be disciplined or discharged without just cause as outlined in Section 700 of Uniform Personnel Rules and Regulations Manual. Disciplinary action will normally be progressive although management of the City reserves the right to initiate or accelerate discipline according to the seriousness of the offense. The previous failure of the City to address infractions does not prevent the administration of disciplinary action should just cause exist. Management shall make reasonable efforts to address infractions or offenses as soon as reasonably possible after the discovery of such infractions or offenses. Management shall be required to provide a rational basis for any delay longer than thirty (30) days following Management's discovery of the infraction or offense.

Section 20.1 If just cause is determined, disciplinary action may include any of the following:

- 1) Reprimand: The Supervisor may reprimand an Employee for just cause by placing a signed reprimand letter in the employee's personnel folder. A copy of such letter shall be provided to the employee and the Union President or the President's designee.
- 2) Probation: Upon finding just cause the City may place an employee on probation for a period not to exceed six (6) months. The City shall provide written notice of such action to the employee and the Union President or the President's designee.
- 3) Suspension: The City may suspend with or without pay any employee for just cause for a period or periods not to exceed three hundred twenty (320) work hours in a twelve (12) month period; no single suspension will be more than eighty (80) working hours. The City Manager or his or her designee will notify the employee in writing no later than one (1) day after the suspension is made effective. A copy of the written notification, which will include reasons for and the duration of the suspension will be placed in the employee's file. A copy of the written notification shall be given to the Union President or the President's designee.
- 4) Dismissal: The City shall not dismiss an employee without just cause. A dismissed employee shall be suspended with pay for a period of three (3) working days. The employee shall have the right to receive a written statement of the reasons for dismissal which shall be provided to the employee at the time of the dismissal. A copy of the statement will be placed in the employee's personnel file and a copy to the Union President or the President's designee.

Section 20.2 Any disciplinary action may be the subject of the grievance procedure as set forth in Article 19 of this contract.

ARTICLE 21. DISCRIMINATION

Section 21.0 No person in the service of the City or seeking appointment thereto shall be appointed, promoted, demoted, removed, or advanced in any way, or otherwise affected, on any basis or for any reason other than qualification, merit, and fitness. Discrimination against any person employed by the City or seeking employment with the City on the basis of race, sex, religion, age, color, national origin, ancestry, disability, sexual orientation, gender identity, or marital status is expressly prohibited, except where specific age or physical requirements constitute demonstrated and bona fide occupational qualifications necessary for effective work performance.

Section 21.1 The City and the Union shall not engage in any discriminatory practices contrary to any existing federal law or regulation or any amendment of the same, or any state law or regulation or any amendment of the same, and the City and Union shall not discriminate against any employee on account of race, color, national origin, sex, creed, age or disability.

Section 21.2 All references to persons in this Agreement are intended to designate both sexes and wherever either the male or female gender is used, it should be construed to include male and female employees.

ARTICLE 22. SAFETY

Section 22.0 The City shall provide a safe and healthful work place for all employees and correct all hazards. Nothing shall imply that the Union has undertaken or assumed any portion of that responsibility.

Section 22.1 No employee shall be required to operate equipment or do work that any reasonable employee in the exercise of ordinary care would know might cause injury to the employee or anyone else. An employee shall not be subject to disciplinary action by reason of their failure or refusal to operate or handle any unsafe piece of equipment or work in any unsafe work situation.

Section 22.2 The City shall provide employees with all necessary safety equipment. Questions and requests for or regarding necessary equipment may be referred to the Safety Committee or to the Human Resources Department. Employees of Departments working in rights of way shall be issued two (2) safety shirts purchased by the City each year with replacements provided by the City at the discretion of the Department Head or supervisor.

Section 22.3

1. The City and Union shall establish and maintain a joint Safety Committee composed of three (3) members designated and appointed by the City Manager and (3) members designated and appointed by the Union. The Committee shall agree to a non-voting chair.
2. The Safety Committee shall: (1) review accidents and provide recommendations for future safety practices (without declaration of fault related to the incident); (2) hear and review presented health and safety concerns and make recommendations regarding such; (3) make recommendations for formal safety training programs; and, (4) develop, review,

and recommend a Risk Management Policy and a Safety Manual.

3. The Committee shall meet on a regular basis as mutually agreed no less than once every quarter.

Section 22.4 The City shall establish and maintain a program for adequate safety training in each department.

Section 22.5 The Employees and the Union may exercise all legal rights to secure a safe and healthful workplace, in a reasonable manner, without threats, loss of pay, or other reprisals of any kind. The Union shall present any and all safety concerns to the Safety Commission before taking any further action.

ARTICLE 23. ALTERATION OF AGREEMENT

Section 23.0 No agreement, alteration, understanding, variation, waiver or modification of any terms or conditions or covenants contained herein shall be made by any employee or group of employees within the City, and in no case shall be binding upon the parties of this contract unless such agreement is made and executed in writing between the parties of this contract.

ARTICLE 24. SAVINGS CLAUSE

Section 24.0 If any section, paragraph, sentence, clause, phrase or other part of this Agreement is determined or declared to be contrary to, or in violation of, any state or federal law, the remainder of this Agreement shall not thereby be affected or invalidated. Such section declared invalid shall be renegotiated for amendment to this Agreement.

Section 24.1 The terms and conditions of this Agreement shall supersede ordinances and resolutions wherein there is a conflict with the terms of this Agreement.

ARTICLE 25. UNION STEWARDS

Section 25.0 The Union shall furnish to the City a current list of the stewards' and officers' names, individual contact information, and their respective areas of assignment. On a monthly basis, the Union shall verify that the list is current and accurate in writing or electronically to the City Manager and Human Resources Director and post the current list upon the bulletin board in Human Resources Office at City Hall.

Section 25.1 The steward shall be paid at his or her regular rate for off time spent on investigation and adjustment of grievances. A Union steward shall not exceed two (2) hours a week of regular time (non cumulative) for investigation. A Union steward may request additional time for investigation from the City Manager. The City Manager shall not unreasonably delay approval.

Section 25.2 The steward shall, before leaving his/her workstation, inform the steward's department supervisor for permission to investigate and/or adjust grievances and the need to leave and shall report back promptly when his/her part in the grievance adjustment has been completed.

ARTICLE 26. DURATION

This Agreement shall be effective as of the 1st day of January, 2023 and shall remain in full force and effect until December 31, 2025. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing no later than sixty (60) days prior to its termination that it desires to modify or renegotiate this Agreement.

ARTICLE 27. CHECKOFF

Section 27.0 Upon written request to the City Finance Officer by employees, payroll deductions for monthly Union members' dues shall be made by the City each pay period. This provision shall remain in effect during the term of this Agreement and any employee desiring to withdraw his authorization for payroll deductions may do so at any time during the month of November, by written notice to the City Finance Officer and the Union. The payroll deduction shall cease beginning in the first full pay period following the City Finance Officer's receipt of such notice.

Section 27.1 A list of those employees signing such authorization, and the amount withheld, will be furnished to the Union at the time of the remittance of such union dues.

Section 27.2 Any changes in the amount of dues to be withheld by the City shall be furnished to the City Finance Officer, in writing, by the Union. This notice shall be submitted to the City at least twenty (20) days in advance of such change.


Section 27.3 Payment by the City of the amount withheld shall be made no later than the fifth day of the month immediately following the month for which such dues were collected.

Dated this 11th day of January,
2022.2023

Dated this 12th day of December,
2022.

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO**

CITY OF YANKTON

By: 
Its: AFSCME REP


By: Amy Leon
Its: City Manager



WAGE ADJUSTMENT REQUEST FORM

Per the Collective Bargaining Agreement between the City of Yankton and AFSCME Local 3968 City of Yankton Employees Union dated January 1, 2023, through December 31, 2025:

Article 13 Wages, Section 13.2.1 Out of Class Pay: Any employee who works out of class may be eligible for additional compensation. An employee works out of class when (1) an employee is responsible for covering duties of an absent employee excluding an absent employee with the same duties or an absent employee with the same or lower job class salary range attendant to their job title for longer than a period equivalent to two weeks or (2) the employee’s supervisor and Department Head or the City Manager determine the employee is working out of class.

_____, _____ was responsible for covering the duties of
(Employee Name) (Position title)

_____, _____, while they were on a leave
Employee Name) (Position title)
of absence.

The period of time for working out of class: _____ to _____.

Employee Signature

Date

Supervisor’s Signature

Date

Department Signature

Date

Approved: _____

Denied: _____

Reasoning: _____

City Manager’s Signature

Date



MERIT INCREASE REQUEST FORM

Department Heads or City Management may wish to recognize an employee for work performed above and beyond expectations (examples may include but are not limited to: special projects, advanced certifications, etc.) by awarding increases on the pay scale at the discretion of the City Manager. In order to maintain competitiveness or to retain quality employees in the employment marketplace, sometimes city management must increase pay for specific positions or classes of positions or grant specific employees increases as determined necessary at the discretion of the City Manager.

Employee Name) (Position Title) (wage rate)

Work Performed as above and beyond is as follows:

Employee Signature Date

Supervisor's Signature Date

Department Signature Date

Approved: _____ Denied: _____

Reasoning: _____

City Manager's Signature Date