

City of Brookings
Labor Contract
20221-20242

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CITY OF BROOKINGS
LABOR CONTRACT
2022~~19~~

THIS AGREEMENT made and entered into this 1st day of January, 202~~19~~²⁴, by and between the City of Brookings, South Dakota, hereinafter referred to as the “Employer or the City” and the Teamsters Local Union No. 120, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the “Union”.

1. RECOGNITION

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

All regular full-time employees employed by the City of Brookings ~~employed in the following departments, to-wit: Community Development, Engineering, Street, Parks, Recreation, Forestry, Library, Liquor Fire, and Solid Waste/Landfill, excluding all other city employees, department heads, supervisors and administrators as stipulated as~~ stipulated in Appendix A.

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

2. SEPARABILITY AND SAVING CLAUSE

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in contravention of the laws or regulations of the United States or the State of South Dakota, such provisions shall be superseded by the appropriate provisions of such regulation; so long as the same is in force and effect, but all other provisions of the Agreement shall continue in force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

3. MAINTENANCE OF STANDARDS

- 3A. The Employer agrees, subject to the following provisions, that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.
- 3B. It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement. Such bona fide errors may be corrected at any time.
- 3C. This provision does not give the Employer the right to impose or continue wages, hours or working conditions less than those contained in this Agreement.

4. MANAGEMENT RIGHTS

The Union recognizes the prerogatives of the City Council and City Manager to operate and manage its affairs in all respects in accordance with its responsibility and powers of authority which the City has not officially abridged, delegated or modified by this Agreement, and such powers and authority are retained by the City. These management rights include, but are not limited to the following:

- 4A. To utilize personnel, methods and means in the most appropriate and efficient manner possible; to manage and direct the employees of the City; to hire, schedule, promote, transfer, assign, train or retrain employees in positions with the City; to discipline/suspend, discharge or take other appropriate action against employees for just cause;
- 4B. To determine the size and composition of the work force, to eliminate or discontinue any job or classification and to lay off employees for lack of work or lack of appropriate funds;
- 4C. To determine the objectives of the City and the methods and means necessary to efficiently fulfill those objectives, including transfer, alteration, curtailment, or discontinuance of any service; the establishment of acceptable standards of job performance; (this shall not include the establishment of a quota system); for purchase and utilization of equipment; and the utilization of seasonal and part time employees, as long as no full time employees are laid off;
- 4D. To provide reasonable standards and rules for employees; and
- 4E. To determine the method of fulfillment of the objectives of the City whether by its employees or by contracting or subcontracting with respect to all of the City's services.

4F. To determine daily staffing levels.

5. EQUAL EMPLOYMENT OPPORTUNITY

~~The City of Brookings is an Equal Opportunity Employer and will not discriminate in the hiring process on the basis of his race, sex, religion, age, creed, color, sexual orientation, national origin, disability, political affiliation, marital or veteran status, or any other basis prohibited by state or federal law. The City will always endeavor to hire the best qualified applicant. The selection will be based on qualifications, skills, training, and attainment of Affirmative Action Goals and Priorities, as adopted by the City Council in the Affirmative Action Plan.~~

6.5. COMMITTEE FOR UNION - MANAGEMENT CO-OPERATION

- 56A. The parties recognize that during the period in which this agreement is in effect, problems of administration of this Agreement may arise which are not anticipated by either party. They also recognize that during such period more mutually constructive and productive relationships are likely to exist between the City and the Union and among both management and non-management employees, if both the City and the Union continue to enlarge their respective efforts to gain a better appreciation and understanding of ~~each other~~each other's problems and objectives. They recognize that frequently what first appears to be problems or areas of conflict and disagreements, are actually the result of misunderstanding which are cleared away upon a complete and frank exchange of viewpoints and ideas. They believe that even though limitations are being placed upon formal collective bargaining negotiations through extended period of this Agreement, a better atmosphere in which they both desire, can be created through meetings of the kind described below.
- 56B. Once each month or as needed, meetings may be held during the term of this Agreement of the committee formed as part of this Article. It is understood that such meetings will be held for the purpose of appraising and discussing the problems, if any, which arise 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 handling grievances or conducting collective bargaining negotiations nor for any purpose which in any way will modify, add to, ~~or detractor~~detract from the provisions of this Agreement. In agreeing to such ~~meetings, the~~meetings, the parties are providing concrete evidence of their sincere desire to encourage friendly, cooperative relationships between their respective representatives at all levels, and with and between all employees covered by this Agreement and to find ways to overcome difficulties, influences, or attitudes which interfere with such relationships.
- 56C. This committee shall also consider handling problems concerning the safety of working conditions. Each of the parties recognize the importance of protecting the health, life and limb of employees and the City will make every reasonable effort to improve conditions that promote health and safety among City employees. This committee may make recommendations respecting conditions which in its opinion would make working conditions more safe.
- 56D. The committee shall be composed of four (4) members designated by the Union and four (4) members designated by the City. Any recommendations must be adopted by a majority of the committee.

7.6. CHECK OFF

Effective upon ratification, the Employer agrees that upon receiving written authorization by the employee from the Union, the Employer will deduct all dues,

initiation fees and assessments designated by the Local Union. Such deductions shall be remitted by the Employer to the Local Union at a time mutually agreed between ~~the City~~the City and the Union.

8. BONDS

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

9.7. LIABILITY COVERAGE

The Employer shall continue in affect the insurance coverage relating to claims against the City and City Employees. The Employer retains the right to change insurance carriers or otherwise provide for insurance coverage. The minimum coverage under this policy shall be \$300,000.00.

10.8. STEWARDS

The City recognizes the right of the Union to designate stewards. The job stewards so designated shall perform the following duties:

- ~~810~~A. Investigation and presentation of grievances to Employer or the Employer representatives in accordance with the provisions of this Agreement.
- ~~810~~B. Serve bargaining unit employees by explaining the purpose and content of an existing contract. The City shall direct such inquiries by bargaining unit employees to job steward(s). The stewards shall be permitted a reasonable time, as time permits, to conduct necessary Union business of presenting, processing and investigating grievances, during work hours without loss of pay, provided that it does not interfere with the efficient operation of the Department, which determination shall be in the discretion of the duty supervisor, and provided that the steward's supervisor(s) is advised in advance of the absence. Such time on such necessary Union business during duty hours shall not be deducted in the computation of monthly overtime.

11.9. BULLETIN BOARDS

The employer agrees to provide space on its bulletin boards for Union business notices. Union space will be allocated.

12.10. BUSINESS AGENTS

Authorized agents of the Union, after having notified the Department Head or Division Manager, shall have reasonable access to the City's establishment and be permitted to visit and converse with employees during regular on-duty hours for the purpose of adjusting disputes, investigating work conditions, and ascertaining that the Agreement

is being adhered to; provided, however, that there is no significant effect on the City's responsibilities toward the general public.

13.11. UNION BUSINESS AND REPRESENTATIVES

- 113A. The Employer agrees to grant the necessary time off, without discrimination and without pay, to Union officers and stewards to attend a labor convention, not to exceed a total of five (5) employees, and to any one person the necessary time off, without discrimination and without pay, to serve up to one (1) year in any official Union business. Fifteen (15) calendar days written notice of such absence will be given by the Union to the Employer.
- 113B. Upon receiving forty-eight (48) ~~hours notice~~ hours' notice, the City shall excuse all employees in the bargaining unit, to attend Union meetings, provided that during the term of the contract, such Union meetings shall not exceed four (4) with each having a maximum duration of four (4) hours. All employees attending such Union meetings shall be available to handle calls in the same manner as are handled during meetings called by the City. Off duty employees attending such meetings shall do so on their own time.

14.12. GRIEVANCE PROCEDURE

- 124A. Grievances are herein defined to be disputes involving the interpretation of this Agreement.
- 124B. Employees are encouraged to attempt to resolve grievances with his or her supervisor. Failure to resolve grievance with the supervisor, employees are encouraged to attempt to resolve the grievance with the Department Head or Division Manager.
- 124C. Failure to resolve the grievance with the supervisor, Department Head, or Division Manager, the grievance shall be reduced to writing and submitted to the Human Resources Director and the Local Union within ten (10) calendar days following the day on which the grievance occurred or within ten (10) days of knowledge of the occurrence. The written grievance shall contain the alleged violation and relief requested. The grievance shall be signed by the aggrieved employee or a representative of the Local Union. An employee may have a steward and/or union representative present at any step of this procedure. Within ten (10) working days, the City Manager or his or her designee shall meet with the grievant and the Local Union. At this meeting, all available evidence shall be afforded to both sides.
- 124D. Failing settlement at that level, the matter may be appealed to the Department of Labor and Management pursuant to SDCL 3-18-15.2. The appeal must be initiated by the employee or the Local Union within thirty (30) calendar days. No grievance shall be entertained or processed unless it is submitted in

accordance herewith. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed within the specified time limits or any agreed extension thereof, it shall be considered withdrawn. In all cases involving disciplinary action, the employee and/or the Union may elect to commence the grievance procedure at the level of the Department Head, Division Manager, or City Manager.

124E. Time limits may be extended by mutual agreement.

124F. The Union has the authority to abandon a grievance.

124G. Abandonment of a grievance shall not set a precedence.

15.13. REPRIMAND

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

16.14. DISCHARGE OR SUSPENSION

146A. The Employer shall not discharge, suspend, or discipline any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of a complaint against such employee to the employee in writing and a copy of the same to the Union, except that no warning notice need be given to an employee before he/she/they are discharged or otherwise disciplined if the cause of such discharge is:

1. Dishonesty;
2. Drinking of, presence of alcohol on their person, or under the influence of alcoholic beverage or narcotics during their work shift. An employee will submit to a portable breath test if the presence of alcohol is suspected. In the event of a positive reading, the employee may, at their discretion, submit to a blood alcohol test, the expense of which is covered by the City if the test is negative and by the employee if the test is positive. The employee will submit to a urine drug screen if the presence of drugs is suspected.
3. Personal possession or use of illegal drugs while on duty;
4. Failure to report a serious accident or incident while on duty;
5. Insubordination; flagrant disregard of a lawful or reasonable order.

146B. It is understood that there are other offenses of extreme seriousness that an

employee will be discharged without a warning letter. Depending upon the circumstances and upon just cause, a lesser discipline to include demotion, suspension, or any other appropriate disciplinary action, short of discharge, may in the discretion of the City Manager, be implemented. It is further understood that a warning notice shall mean that further disciplinary action up to and including suspension or dismissal may occur if the condition causing the issuance of the warning letter is repeated during the effective time of the warning notice. Warning notices shall be in effect for up to 12 months.

- 146C. Discharge must be by proper written notice to the employee and the Local Union. Any employee may request an investigation of this discharge.

17-15. CITIZEN'S COMPLAINT

When a citizen makes a formal complaint against an employee, which such complaint might become part of that employee's official record, such complaint shall be reduced to writing after a complete investigation has determined there may be possible merit or substance to the same. Such written complaint shall be delivered to the employee and the employee shall have the right to face [his/her/their](#) accuser with the steward and/or representative of the Local Union present at such meeting. The Department Head [or Division Manager](#) shall also be present at the meeting.

18-16. WORK RULES

The City of Brookings encourages and promotes a mutual respect between management and bargaining unit employees in the performance of their respective duties. Department general orders [and](#), work rules [and the department policy and procedure manual](#) shall be reviewed by the City Manager and the [Department Head or Division Manager](#) to ensure that they continue to meet existing conditions. Management will notify all employees of work rule changes. All Union comments on the proposed changes will be considered by the City Manager and the [Department Head or Division Manager](#); however, the City Manager retains the right to adopt changes in the said orders, work rules and manual. This article is not intended to permit changes in specific provisions of the Agreement. Any disputes over reasonableness of work rules shall be subject to [the grievance procedure Article 5 \(Committee for Union-Management Co-Operation\)](#).

19. AUTHORITY TO EMPLOY PERSONNEL

- 19A. [Authority to employ individuals for all positions in the City service, except certain appointive positions as stipulated in the City Charter is vested in the City Manager.](#)
- 19B. [Supervision Individuals will not be assigned to a department which will require them to be supervised or evaluated by immediate family members.](#)

20. PERSONNEL RECORDS AND REPORTS

~~20A. All personnel files are to be maintained by the respective department heads in a secure, locked file cabinet in the Human Resources office. Employees are encouraged to periodically review and comment on their personnel records. Review of personnel files must be completed in the presence of the Human Resources Officer or their designated representative. ALL PERSONNEL FILES AND INFORMATION THEREIN ARE CONFIDENTIAL.~~

21.17. WORK WEEK

~~1721~~A. The normal working day for municipal employees shall be consecutive hours and the work week shall consist of forty (40) hours. Flexible schedules shall be set or approved by the Department Head or Division Manager.

~~1721~~B. Employees shall be paid for all time spent in the employ of the Employer.

~~1721~~C. Employees shall be compensated at the rate of time and one-half for all hours required to work prior to and/or beyond scheduled shift; on a scheduled day off; or in excess of forty (40) hours per week. Overtime will not be paid, however, for changes made to an employee's normal weekly work schedule to include days off or shift when seven (7) calendar days advance written notice is given to the employee, unless changes to the schedule result in actual work hours in excess of 40 per week. However, seven (7) calendar days advance notice does not need to be given in the event of an emergency which is defined as an unforeseen combination of circumstances that calls for immediate action as determined by the ~~Department Head~~ Head, Division Manager, or ~~his~~ their designee. In that event, the employee shall be paid at a rate of time and one-half for all hours required to work outside of their regular shift for emergencies and/or unforeseen circumstances.

Employee requests to deviate from their normal workweek/day does not need seven-day advanced notice if approved by their supervisor. Daily overtime will not be awarded if the day is adjusted to meet the employee's request. This request will be adjusted in the appropriate timekeeping system.

Occasional periods when no work is performed due to vacation leave, sick leave, holidays, and/or other benefit leave, will not be used in the computation of overtime. Only hours physically worked will be considered for the purposes of calculating overtime.

Overtime will not be allowed without approval of the Department Head or Division Manager or other supervisor as designated.

~~1721~~D. Overtime shall not be pyramided.

~~1721~~E. Employees shall be allowed to trade shifts if it is approved by the shift

~~supervisor.~~Department Head or Division Manager.

~~1721~~F. Part-time and seasonal employees shall be scheduled as needed, not to reduce full-time employees below the normal scheduled work week.

22.18. SENIORITY

~~1822~~A. Seniority rights for employees shall prevail.

~~1822~~B. Seniority shall be defined as the total length of continuous service with the Employer, since the employee's last date of hire in the bargaining unit. Current established seniority lists as of 12/30/97 shall not be modified or changed, but with respect to the contract language of January 1, 1999, definitions consistent with the seniority article shall prevail.

~~1822~~C. On January 1 of each year, the Employer shall post a current seniority list and shall submit a copy to the Union.

~~1822~~D. Seniority and employment relationship shall terminate when an employee:

1. Quits;
2. Is discharged for just cause;
3. Is retired.

~~1822~~E. Department seniority shall govern layoff and recall. In the event of a layoff, the last employee hired in each affected Department, shall be laid off first as long as the employees retained are qualified to perform the job. In recalling employees, they shall be recalled in reverse order of lay-off in respective departments.

~~1822~~F. A regular full-time employee who is laid off through a reduction in force, shall receive two (2) ~~weeks notice~~weeks' notice of separation or shall be paid for the two (2) weeks following the notice of layoff. Part-time and seasonal employees shall be laid off first provided they are doing comparable duties in the same department.

~~1822~~G. Seniority will continue to accumulate for any employee who is drafted into the Armed Forces of the United States, or who volunteers during a period of national emergency, for the period of ~~his/her~~their service, and for ninety (90) days thereafter, if ~~he/she~~they received an honorable discharge.

~~1822~~H. Employees who are injured and are covered by Workers' Compensation shall continue to accumulate seniority during their absence.

~~1822~~I. The City of Brookings shall grant re-employment rights to employees who have been laid off. Employees who are discharged, resign, or retire, shall forfeit re-employment rights. Employees who have been laid off shall be granted re-employment rights for a period of six (6) months in the classification they previously held. When re-employing personnel with seniority rights, such rights

shall prevail. Re-employed individuals who have been laid off shall retain seniority and all accumulated benefits. Such benefits may not be accrued during the layoff period.

23.19. EMPLOYEE CLASSIFICATION

1923A. Regular Full-time Employees - Employees who work a minimum of ~~thirty-two~~forty (~~32~~40) hours per normal work week and are not designated as probationary or temporary shall be defined as “regular full-time”. This classification will entitle employees to all rights and benefits on a pro-rated basis. Time served on a probationary status shall be considered as regular full-time, when the employee is so classified.

1923B. Probationary Employee - Probationary employees are newly hired employees and shall be considered on a “probationary” status for a period of six (6) months following their initial date of employment. Upon completion of not more than six (6) months of satisfactory performance such employees shall be classified as regular full-time. A probationary employee shall be subject to layoff, discipline, or discharge at the sole discretion of the City. After an employee has satisfactorily completed the probationary period, seniority will be established as of ~~his/her~~their employment date.

2193B.1 - The probationary period is established for the purpose of evaluating the performance of and manner in which each new employee adjusts to ~~his/her~~their work. If an employee is granted leave during their probationary period and said leave exceeds one week, then employee’s probationary period shall be extended by an amount at least equal to the term of their leave. If, for any reason, the employee is found to be unsatisfactory in ~~his/her~~their performance or attendance during the probationary period, the employee may be terminated. The “Probationary Employee Progress Report” form shall be completed two weeks before the probationary period ends in order to document the reason(s) for termination.

Managers will utilize the Probationary Employee Progress Report to review each new employee’s performance and progress. The employee’s work performance, attitude, attendance, ability to follow instructions, and other factors which cause him/her to be successful on the job must be carefully reviewed before the employee is classified as a regular full-time employee. A probationary employee’s performance can be reviewed as often as necessary during the probationary period. The City Manager reserves the right to extend the probationary period of an employee up to a maximum of six (6) additional months.

1923C. Acting - When a vacancy occurs in a position which cannot be left vacant for the length of time anticipated, when no suitable list of approved candidates exists for its filling, or for some other reason it is not feasible to make a permanent

appointment thereto, the Department Head or Division Manager may appoint an employee to an “acting” capacity. The duration of such acting appointment shall be only until a permanent appointment can reasonably be made. The employee shall receive the wages of the vacant position.

24.20. SEPARATIONS

2024A. Layoffs - In the event a cutback becomes necessary, City Manager will first determine what positions should be eliminated, and will notify the affected employees/union in writing.

2024A.1 ____ -A regular full-time employee who is laid off through a reduction in force, shall receive two (2) ~~weeks-notice~~weeks’ notice of separation or shall be paid for the two (2) weeks following the notice of layoff.

25.21. PROMOTIONS OR TRANSFERS

215A. An employee may request a transfer from a position or Department to another position or Department within the bargaining unit. Such a request need not be in the nature of a promotion. Requests for transfer must first be made to an employee’s immediate supervisor and to the Department Head or Division Manager.

215B. A performance appraisal will be conducted prior to the end of 10 days in the new position. During the ten (10) day trial period, the employee shall have the opportunity to revert to ~~his~~their previous position. If the employee is unsatisfactory in the new position (in the opinion of the Employer), notice and reasons will be submitted to him in writing by the Employer with a copy to the Union. The matter may then become a proper subject for the grievance procedure.

Benefits/seniority accumulated by the person transferring shall be retained by that individual.

215C. Inter-departmental transfers of employees for a short duration for City convenience may be made at any time at the discretion of the City Manager, providing the employee is informed of the need and expected duration of the transfer and it does not affect pay.

215D. Inter-departmental transfers of employees shall be made in the event of a disaster, such as an ice storm, tornado or any other emergency.

215E. Whenever possible, new and vacant positions will be filled from within the City by promoting qualified employees in accordance with the following:

215E.1 -Promotions/transfers shall be made on the basis of seniority, skills,

ability, qualifications, and job performance. If skills, ability, qualifications, and job performance, are relatively equal, then seniority shall be the determining factor.

~~21~~²⁵E.2. In accordance with this article, promotions must be approved by the City Manager.

~~21~~²⁵F. All regular full-time job vacancies shall be posted on [the City bulletin boards of Brookings website](#). The City shall promote or transfer present employees to such vacancy provided the employee meets the above criteria. Any employee denied a promotion under this Article shall be given the reasons for such denial in writing and may be appealed under the grievance procedure.

~~26-22.~~ INTERIM PAYRATECHANGES

During the term of the contract, any proposed changes within the bargaining unit that substantially affect an employee's duties and responsibilities shall be submitted to the Union. The City and the Union shall determine if the additional duties and responsibilities warrant a pay rate change, and if so, establish the appropriate ~~rate~~
~~for rate for~~ the position.

~~27-23.~~ OUT OF CLASS PAY

An employee that works in a higher pay classification for a period of two (2) consecutive weeks or longer shall receive the higher rate of pay for all time served in said higher pay classification job excluding the first week. While assigned to such duties, the employee shall be paid the entry level rate for working in that classification or at a rate that would allow for a rate increase above ~~his/her~~their current rate of pay.

~~28.~~ ORGANIZATION/ASSOCIATION MEMBERSHIP

~~The City of Brookings encourages employees to belong to organizations or associations that will assist them in performing their work.~~

~~29.~~ OUTSIDE EMPLOYMENT/ACTIVITY

~~29A. Holding a second job elsewhere is subject to critical appraisal only if it conflicts with the full performance of the employee and the interests of the City. The City Manager and Department Head should be informed of the outside employment.~~

~~29B. Employees shall not engage in outside activities while on duty. City employees shall not participate in any activity or enterprise which is contrary to the Conflict of Interest ordinance adopted by the City Council or inconsistent, incompatible, or in conflict with the duties and responsibilities of their position. The City Manager shall make the ultimate determination as to whether or not a specific activity is prohibited.~~

30. POLITICAL ACTIVITY

~~30A. Employees of the City of Brookings are encouraged to exercise their right to vote. However, other political activity shall be restricted to points 30B.1, 30B.2, 30B.3 and 30B.4 as provided below. In all cases, activities must be in compliance with the Conflict of Interest ordinance as adopted by the City Council. Failure to comply with this provision may result in disciplinary action against the violator.~~

~~30B. Any officer or employee of the City of Brookings, whether elected or appointed, may seek any political office while employed by the City, provided:~~

~~30B.1 that said officer or employee may not seek any political office or actively campaign for any political office until after having submitted in writing to the City Manager, their intention to seek a political office;~~

~~30B.2 that said officer or employee never campaign in any manner whatsoever during hours of employment;~~

~~30B.3 that it is mandatory that said officer or employee take a leave of absence for no less than fourteen (14) days nor more than thirty (30) days prior to any election for position that would require the termination of said employee's employment if he/she is successful in the election. Of that leave time, the employee may take two (2) weeks of vacation leave. Any amount in excess of two weeks must be taken as leave without pay; and~~

~~30B.4 an employee of the City of Brookings may not campaign on behalf of any candidate for City Council. This does not preclude an employee from running for City Council as long as that employee adheres to Item 33B.3 above.~~

~~30C. Any employee elected to a position on the City of Brookings City Council will resign their position with the City prior to being sworn in on the Council.~~

31. PUBLIC RELATIONS

~~All City employees are expected to maintain high standards of conduct and cooperation in their duties for the City. The City feels an employee accepts an additional responsibility to his/her community by accepting a position in municipal government, and urges our employees to act accordingly when off the job.~~

32. GIFTS AND GRATUITIES

~~As is outlined in the Conflict of Interest ordinance adopted by the City Council, it is the policy of the City of Brookings that employees are prohibited from soliciting or accepting any rebate money, or costly entertainment, gift or gratuity (except memento and novelties of nominal value) from any person, company, firm, or corporation, in the hope or expectation of receiving a favor or better treatment than that accorded other~~

~~persons.~~

33.24. PAY PERIOD

~~2433~~A. All employees covered in this Agreement shall be paid in the same manner as all other city employees are paid, on a monthly pay period.

~~2433~~B. The City is required to deduct the following items from an employee's pay:

~~2433~~B.1 Retirement contributions

~~2433~~B.2 Additional deductions may be made for the following:

- a. Insurance - life, health, dental, and vision
- b. Credit Union
- c. Annuities
- d. Retirement (spouse option) contributions
- e. Union dues, application fees and assessments
- ~~e.f.~~ Garnishments, child support, or other payroll deductions required by law

34.25. TAX DEFERRED ANNUITIES

The City of Brookings offers a payroll deduction Tax Deferred Annuity Program for all employees. This is an investor directed, professionally managed annuity. The entire cost is paid by the employee, but reduces the employee's gross income for tax withholding purposes. This can be a retirement and tax saving program for employees.

35.26. INSURANCE

~~2635~~A. The City of Brookings offers insurance coverage to all regular full-time employees. Group health, dental, vision, accident, and life insurance is available for all qualified employees. The City of Brookings pays 75% of the total cost of group health for individual or family coverage for all employees; 75% of the single dental and vision insurance premium portion for all levels of dental and vision insurance; and 100% of the total cost of the group life insurance plan for employees. In order to earn the payment of insurance premiums for a given month, the employee must work or use paid leave for at least 50% of the ~~hours~~hours' payable in the payroll month.

~~2635~~B. All employees, with a full-time hire date prior to January 1, 2010, who are eligible to begin receiving the South Dakota Retirement System (SDRS) retirement benefit who retire early or have been approved for the SDRS disability benefit within 30 days of effective date of resignation from the City of Brookings, are eligible for 50% payment of the total cost for the retiree group health and life insurance plan offered by the City as outlined in the City insurance policy in accordance with current Insurance policy provisions with no required minimum years of continuous full-time service with the City of Brookings. All employees with a full-time hire date of January 1, 2010 and

thereafter, however, must pay 100% of the total cost for the retiree group health and life insurance plan offered by the City. All employees with a full-time hire date of January 1, 2010 and thereafter, must have a minimum of three (3) years of full-time continuous service with the City of Brookings immediately prior to retirement to be eligible for the City retiree group health and life insurance benefits. The retirement insurance benefit will not continue beyond age 65 and will end prior to age 65 if the retiree becomes eligible for Medicare.

2635C. ~~_____ If any employee, including Fire and Police, is~~ employee is covered under the City health insurance plan either by spouse or dependent coverage, they would not be permitted to be covered by an individual policy also with the City.

2635D. Employees on leave of absence without pay may make arrangements for continued coverage.

35E. ~~City employees also have the opportunity to secure individual policies for cancer and intensive care insurance at a group rate. The entire cost of this optional policy must be paid for by the employee.~~

36-27. RETIREMENT

The City of Brookings is a member of the South Dakota Retirement System. Participation is mandatory and will be administered in accordance with the policies and procedures as outlined by the South Dakota Retirement System. Termination of employment will also be administered in accordance with the policies and procedures as outlined by the South Dakota Retirement System.

37-28. ALCOHOL AND DRUG ABUSE

2837A. ~~The municipality is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as handicapped under federal law. An employee may be considered handicapped if that employee's current use of alcohol or drugs does not prevent the individual from performing the duties of the job in question, or whose employment would not cause a direct threat to property or safety.~~ The City complies with the terms and protections of the Americans with Disabilities Act, including working cooperatively with employees who meet the definition of being a "qualified person with a disability" to identify and provide reasonable accommodations where necessary for the performance of the essential functions of the job. This includes qualified employees who have been diagnosed with alcohol use disorder and whose alcohol does not adversely affect their job performance or conduct or pose an unreasonable safety risk as determined by the City. The City does not tolerate the use by

employees of illegal drugs, and such conduct will result in discharge from employment with the City.

2837B. Department Heads, Division Managers, and supervisors shall not physically search employees.

2837C. Department Heads, Division Managers, and supervisors shall not confiscate, without consent, prescription drugs or medications from an employee who has a prescription.

38.29. EMPLOYEE ASSISTANCE PROGRAM

2938A. It is the policy of the City to help employees experiencing behavioral/medical problems which not only affect their personal lives but often result in poor job performance. The City recognizes alcohol/drug abuse and addiction and other medical behavioral problems as treatable illnesses. The City also recognizes that other mental conditions can be successfully treated

2938B. Confidentiality is one of the most important aspects of the program. If the employee contacts the EAP directly, no one in the Company will know about it, unless the employee tells them. Participation in the Employee Assistance Program will not jeopardize the employee's job security nor will it affect future promotional opportunities. If an employee's supervisor refers him/her/them, the EAP counselor will let the supervisor know if the employee has kept the appointment, and whether he/she/they haves agreed to accept the help that was offered. No information concerning the nature of the problem will be released without the employee's written consent. With this policy, any employee who suspects that he/she/they have an alcohol, mental health or drug problem, even in its early stages, is encouraged to seek diagnosis and follow through with the prescribed treatment as necessary.

2938C. There is no charge for the initial assessment. The City will incur such expenses for treatment and/or hospitalization as provided under the group health insurance program. However, if costs are incurred for rehabilitation services that are not covered by insurance or other benefits, such costs will be the responsibility of the employee.

39. SAFETY POLICY

39A. Seat Belts

The City of Brookings requires the use of seat belts in the front seat of all licensed city vehicles and/or equipment with seat belts and/or harness.

40.30. STORM POLICY

3040A. Prior to the occurrence of inclement weather, the City Manager and Department

Heads or Division Managers will identify those positions and employees that are essential to carry on the City operations and who must be present at work during a storm. Those employees will be required to report for work via their own means of transportation or City provided transportation.

3040B. _____ Employees who are not identified as being essential to carry on operations shall have the option of “working or not working”. Those that work must utilize their own means of transportation.

3040C. Employees who choose not to work or are unable to work their regular scheduled shift due to inclement weather will have to utilize vacation leave or leave of absence without pay. Employees whose absence is four hours or less will have the option of making up the time not worked.

3040D. Due to work load or such other conditions as may warrant, the City Manager, ~~or~~ Department Heads or Division Managers may identify additional employees who were not initially identified as an essential employee. Department Heads or Division Managers may use discretion in calling in additional employees and such employees will be provided transportation and will be compensated at their regular rate of pay.

3040E. Interdepartmental transfers of employees may be made in the event of a disaster, such as an ice storm, tornado or any other emergency.

~~41.31.~~ HOLIDAYS

341A. It is the policy of the City of Brookings to afford all regular full-time employees ten (11~~0~~) paid holidays each year. The City recognizes the following holidays:

- New Year’s Day
- Martin Luther King, Jr. Day
- Presidents’ Day
- Memorial Day
- Juneteenth
- ~~Day~~Independence Day
- ~~Day~~Labor Day
- Native Americans’ Day
- Veterans’ Day
- Thanksgiving Day
- Christmas Day

Allows for one paid Floating Holiday each year. The Floating Holiday must be used within the calendar year at management approval. The holiday does not qualify for payment if not used.

All allowed holiday pay shall be defined as eight (8) hours of compensation to be used based on employee’s regular rate of pay and cannot be used in less than 8

hour increments.

- [341B.](#) If the designated holiday falls on a Saturday, the preceding Friday is observed, and if the designated holiday falls on Sunday, the following Monday is observed (except for shift workers).
- [341C.](#) Employees scheduled to work on any one of the [119](#) above listed holidays will be paid time and one-half for the number of hours actually worked as well as 8 hours of Holiday Pay to cover the payment of the above benefit.
- [341D.](#) If an employee is on a scheduled day off when a holiday is observed, the employee will be given an alternate day off in honor of the specific holiday within 180 days from the date of the holiday. Payment for the 8 hours of holiday pay will be given at that time.
- [341E.](#) An employee on vacation during a holiday will receive holiday pay and will not be charged for that day as vacation.
- [341F.](#) An employee who is on paid leave of absence will be eligible for holiday pay for a designated holiday observed during the leave of absence.
- [341G.](#) An employee who is on unpaid leave of absence will not be eligible for holiday pay for a designated holiday observed during the leave of absence.
- [341H.](#) An employee scheduled to perform work on a designated holiday who does not report and is not excused will forfeit the holiday. Further, the employee must work their last full scheduled shift preceding the holiday and their first full scheduled shift after the holiday to be paid the eight (8) hours of recognized holiday pay. This holiday provision does not eliminate overtime pay (time and one-half) for actual hours worked during a holiday. If the employee utilizes sick leave for any of the aforementioned shifts, the supervisor may require a doctor's certification for date(s) absent.
- [341I.](#) Employees who are scheduled to work on their normal day off due to a holiday, without a seven (7) calendar day written notice of a schedule change, will be given an additional eight (8) hours off with pay to be used within 180 days of the day on which it was earned and to be scheduled with the approval from the employee's ~~Department~~ [Head or Division Manager](#).
- [341J.](#) Holiday pay shall not be used in the computation of overtime.

[42.32. VACATION LEAVE](#)

- [342A.](#) It is the policy of the City of Brookings to grant vacations with pay to provide regular full-time employees with periods of rest and recreation in recognition of services performed. Vacation leave for eligible employees for each vacation

year is based upon length of service.

342B. Employees will accrue vacation in accordance with the following schedule:

Date of hire through five years -	6.67 hours per month
After five but less than 10 years of service -	10.00 hours per month
After ten but less than 20 years of service -	13.33 hours per month
After twenty years of service -	16.67 hours per month

Vacation leave shall be earned and credited to employees on the last day of each month, provided all other necessary provisions of this article have been met. Said vacation leave shall not be available to employees until after it has been earned and credited.

In order to earn the accrual of vacation leave in a given month, the employee must work or use paid leave for at least 50% of the ~~hour~~hours' payable in the payroll month.

342C. Employees have the opportunity to use vacation leave in one-fourth (1/4) hour increments at the discretion of the Department Head or Division Manager. Employees may accumulate up to two hundred eighty (280) hours (35 days) of vacation. Cash payments in place of vacation privileges are not permitted unless the employee is discontinuing employment.

342D. The accrual date for vacation is the employee's hire date.

342E. Employees may use accrued vacation during their probationary period, however, the employee may not use more hours than in vacation accrual balance. If employee leaves employment prior to the end of the introductory period, any vacation used during this period must be repaid to the City of Brookings.

342F. Employees granted unpaid leave of absence in excess of one-half month will not accrue any leave for that month.

342G. Employees will not receive additional vacation time off due to illness of disability occurring while on vacation unless special circumstances in the opinion of the immediate supervisor would warrant a change.

342H. Requests for vacation leave must be approved by the employee's Department Head or Division Manager prior to the time of departure and vacation will be paid at the employee's regular hourly rate. Leave requests will normally be granted at the time requested by the employee, unless operational necessity requires full staff.

342I. Employees who are laid off or discharged, who resign or retire after giving two ~~week's notice~~weeks' notice to the City, or who are called to military service,

shall receive payment of such vacation time as is due them, computed on a pro-rata basis according to the time worked during the current vacation year.

342J. Vacation leave can be taken during foul and dangerous weather, travel during which is hazardous or not recommended by local authorities. This leave will be granted with the approval of the Department Head or Division Manager.

342K. Vacation will be granted on a first come - first serve basis. In the event vacation is requested at the same time by more than one employee for the same time period, seniority provisions shall prevail.

342L. Employees requesting vacation leave shall be notified that their request has been granted or denied in a timely manner. If the notice of grant or denial has not been timely, the employee may contact the Department Head or Division Manager directly for such determination.

43.33. SICK LEAVE

343A. Sick leave is leave with pay granted to regular full-time employees who are suffering with an illness or disability which prevents them from performing their assigned duties.

343B. Sick leave may be earned by probationary and regular full-time employees. Sick leave begins to accrue at the rate of twelve (12) hours per month. Employees with a start date prior to January 1, 2013 may accumulate up to 260 days (2,080 hours) of sick leave. Employees hired January 1, 2013 and thereafter, may accumulate up to a maximum of 1500 hours of sick leave.

343C. After ten (10) years of service and upon termination of employment other than discharge, any unused accumulated sick leave will be paid at ten percent (10%) of the current base hourly rate and one percent (1%) additional for each year of service beyond ten (10) years, up to 1,500 ~~hour~~hours' maximum accumulated sick leave.

343D. Requests for sick leave must be approved by the Department Head or Division Manager prior to the employee's normal starting time for the day involved, unless, in the judgment of the immediate supervisor, the circumstances surrounding the absence made the reporting before normal starting time impossible. Upon returning to work, the employee shall notify ~~his/her~~their supervisor of ~~his/her~~their recovery.

343E. Sick leave shall be earned and credited to employees on the last day of each month, provided all other necessary provisions of this article have been met. Said sick leave shall not be available to employees until after it has been earned and credited.

In order to earn the accrual of sick leave in a given month, the employee must work or use paid leave for at least 50% of the ~~hours~~hours' payable in the payroll month.

343F. Accrued sick leave may be used during the employee's probationary period.

343G. Sick leave shall be paid at the employee's regular hourly rate, and employees may use sick leave in no less than one-fourth (1/4) hour increments.

343H. The City reserves the right to require employees to submit verification from a medical practitioner of their reason for absence upon their return from three (3) consecutive sick days or where a pattern of frequent absences exist. The City may also require any employee afflicted with an illness or injury that may require work restrictions to present verification from a medical practitioner of their fitness to continue to work.

343I. Employees shall be charged for sick leave only for absence on days when they would otherwise work.

343J. The accrual date for sick leave is the last working day of the month.

343K. Sick leave shall be granted to employees:

343K.1 _____ when they are incapacitated for the performance of their duties due to illness to include birth of a child, injury, and injury not incurred in the course of their employment;

343K.2 _____ for medical, dental, and optical examinations or treatments, provided the employee gives the City one (1) week notice of such appointment, except in cases of emergency;

343K.3 _____ when an employee or ward child is sick or when a member of the immediate family is sick and requires the care and/or attendance of the employee during scheduled work hours; immediate family is defined as spouse, son or daughter, parent or spouse's parent, brother or sister, grandchild, and dependent(s) residing in the employee's home to include step- relatives in the same categories. After three consecutive sick days, the employee's ~~Department~~ Head, Division Manager, and/or Human Resources Director, may require a doctor's statement specifying the requirement of care and/or attendance. The cumulative amount of sick leave that can be utilized by any one employee within the calendar year for their spouse's parent, brother and/or sister is 160 hours for calendar year 2013, 140 hours for calendar year 2014 and 120 hours for calendar year 2015 and thereafter.

343K.4 _____ when, through exposure to a contagious disease, the presence of

the employee at his/her/their post of duty would jeopardize the health of others, provided, however, that sick leave for these purposes shall require a verification by a medical doctor's certificate.

~~43K.5 for up to five (5) working days of paid sick leave for the adoption of a child and for the father employee of newborn child(ren) to assist with care and/or delivery. If employee is eligible for the provisions of the Family and Medical Leave Act, he/she can request additional time off without pay up to a maximum of 12 total weeks. Vacation accrual, however, must be used to cover additional FMLA leave period.~~

44.34. SPECIAL LEAVE

Leave with Pay

The Department Head or Division Manager will grant a leave of absence with pay to regular full-time employees for the following reasons and with these restrictions applied:

344A. Funeral

The City will permit any regular full-time employee to be absent from work without loss of pay, based on his/her/their regular straight time pay for three (3) basic scheduled work days to arrange for and attend the funeral for a member of the immediate family or a relative. Pay shall be granted ten (10) hours for employees on ten (10) hour shifts and eight (8) hours for employees on eight (8) hour shifts, maximum forty (40) hour week plus authorized overtime. Additional time beyond the three days may be charged to the employee's choice of benefit time vacation or sick leave at the discretion of the Department Head or Division Manager. Immediate family for bereavement leave includes: spouse, parents, children, siblings, grandparents, grandchildren, spouse's parents, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

The bereavement benefit will also be granted for step-relatives in these same categories. In the event of a funeral of a family member not included within the relative or immediate family definition or a close friend, an employee may take a reasonable amount of time off with pay to be charged as vacation or sick leave. Bereavement leave may be used during the employee's probationary period and used in no less than one-fourth (1/4) hour increments.

44B. Voting

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

344C. Jury or Court

If any employee is called for jury duty, ~~he/she shall~~they shall continue to be paid at his/her/their regular rate. Upon returning to work, ~~he/she~~they shall

reimburse the City for the amount received for jury duty for each day of absence from work. Vacation and sick leave will continue to accrue for the time that is spent on jury duty.

344D. Firefighters and Honor Guard

If any employee is called to a fire as a volunteer firefighter or required to serve as Honor Guard in the immediate Brookings area, ~~he/she~~they shall continue to be paid at ~~his/her~~their regular rate.

45.35. MILITARY LEAVE

345A. Regular full-time employees serving in the Military Reserve, S.D. Army National Guard, Air National Guard, or Naval Militia will be granted paid leave of absence when they are called out for active service. They shall be paid a pay supplement by the City so that the supplement combined with their service pay shall equal their regular rate of pay from the City. If such service exceeds two (2) ~~weeks,~~
~~the weeks,~~ the City will not supplement the pay; however, there will be no loss of seniority, and employees may utilize vacation leave. In the event of a mandatory call up for a national or state emergency, differential pay will be paid for four (4) weeks. In the event an employee volunteers or it is deemed mandatory for temporary duty (TDY), differential pay will be compensated for up to five (5) working days. The above periods of times considered for differential pay will be per calendar year. Differential pay shall include quarters allowance, in addition to base pay.

345B. Medical benefits will be extended for thirty (30) days for all Military personnel called to active duty.

46.36. MEDICAL LEAVE OF ABSENCE

346A. The City of Brookings and the Union agree to comply with guidelines set forth in the Family Medical Leave Act (FMLA) of 1993 as well as any subsequent amendments and/or modifications to the law.

346B. A leave of absence for the birth of a child shall be treated as any other illness or temporary disability.

47. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL LEAVE

~~The Department Head, with the approval of the City Manager, may grant educational leave to employees requesting leave for continuing education or training for durations of ten (10) working days or more. Approval of such leave, the length of time paid, and the amount of pay received will depend on the directness of the relationship of the education or training to the duties of the employee and the projected needs of the City. An employee must have worked for the City for a period of two (2) years in order to qualify for educational leave. The employee must agree to return to work for a period~~

~~of two (2) months for each month of educational leave taken. An employee requesting to attend college classes which may interfere with the employee's work schedule will be reviewed on a case by case basis by the Dept. Manager, Human Resources Director, and City Manager. A determination will be made to determine if request will be approved or denied based on potential problems associated with being away from work, and need for educational growth in the City of Brookings relative to major being pursued.~~

49.37. INJURY LEAVE

An employee injured while on the job must promptly notify ~~his/her~~their Department Head, Division Manager, or supervisor. All medical and hospital expense shall be paid for in accordance with Worker's Compensation and the City policy. The City policy in injury leave shall be to compensate the employee up to a maximum of 960 hours per injury, for those injuries which qualify for Workers Compensation lost time benefits, at the rate of pay ~~he/she/they~~ wereas making at the time of accident, less the amount ~~he/she/they~~ receives from Worker's Compensation. Injury leave availability shall include return of leave for any other leave taken during the initial seven consecutive day waiting period. After the 960 hours per accident, the employee may elect to use accumulated sick leave and/or vacation credits to continue receiving ~~his/her full~~their full pay. Should the employee not elect such action or should ~~he/she/they~~ exhaust all accumulated credits, ~~he/she/they~~ may apply for disability under provisions of the Worker's Compensation Act or the Retirement Fund. Once the employee is no longer receiving full compensation from the City, ~~he/she/they~~ will be eligible to receive compensation payable under the Worker's Compensation Act in addition to eligible retirement benefits. All vacation, sick leave and holiday leave earned while on injury shall accrue at the employee's regular rate. In the event the employee incurs an on the job injury which does not qualify for Worker's Compensation and/or results in lost time of less than seven consecutive days, the employee will be required to utilize sick, vacation, or leave without pay for those days which they are absent from work. Employees may use injury leave in no less than one-fourth (1/4) hour increments for doctor appointments, etc. once ~~seven day~~seven-day loss time requirement has been met.

50.38. LEAVE WITHOUT PAY

50A. Regular full-time employees may request and may be granted a leave of absence without pay for personal reasons up to a maximum of 6 continuous months (not to include FMLA leave taken), subject to the approval of their Department Head, Division Manager, Human Resources Director and City Manager and providing all vacation leave and/or sick leave has been exhausted.

51. ABSENTEEISM

~~51A. Employment is a matter of mutual agreement. In return for offering a reasonably reliable income, the City is entitled to reasonably reliable performance. The City has the right to expect that employees will be present, ready to work, when and where they are assigned.~~

~~51B. Employees who are absent from work shall be responsible for notifying their supervisor when they are absent and when they will report back to work. Disciplinary action shall be taken if employees fail to comply with City rules.~~

~~51C. Absence of any City employee that is not authorized shall be without pay. Any employee who absents himself/herself for three (3) consecutive days without leave shall be deemed to have resigned.~~

~~51D. Departure from assigned work schedules must be requested and approved in advance by the employee's immediate supervisor.~~

52.39. TRAVEL

The City of Brookings encourages management and non-management staff to attend and participate in professional meetings, training seminars, and educational courses.

3952A. _____-Employees who attend training outside of the department will be compensated for a maximum of eight (8) hours per day on those days they are attending training, unless otherwise approved in advance by Department Head or Division Manager, based upon FLSA guidelines.

3952B. Travel Expenses - Employees shall be reimbursed for all reasonable expenses incurred in the line of duty as provided by the City travel policy. Mileage will be paid in accordance with current City schedules. In no instance will the City travel rates be less than the South Dakota State rates.

53.40. VOLUNTEER FIRE DEPARTMENT TRAINING

Regular full-time employees who are members of the Brookings Volunteer Fire Department may attend Fire Training Programs or schools if approved by the Department Head or Division Manager. Employees' vacation time shall be used for these training programs or schools. Expenses and per diem allowances shall be paid by the Brookings Fire Department as provided in the Volunteer Fire Department Training Policy. In a fire emergency, regular full time employees who are members of the Brookings Volunteer Fire Department may request up to 15 work days off without pay per calendar year to assist other areas if appropriate documentation is presented to substantiate the need for the leave. Such time off would not affect the accrual of benefits for the month.

54.41. LICENSES AND CERTIFICATES

4154A. The City of Brookings has established several positions which require a license or certificate as a minimum qualification. As a benefit to employees, the City will reimburse the employee for expenses and fees required to obtain a license or certificate. The City, however, will only reimburse costs for the first three (3)

attempts at securing a license or certificate.

~~415~~4B. City employees who attend license or certificate training sessions in excess of four (4) weeks in duration shall be required to sign a statement prior to attending the training, guaranteeing the City an additional two (2) years of service. Employees who fail to return a total of two (2) years of service shall reimburse the City a prorated share of the total cost. Cost of the training shall include transportation, room and board, and the cost of the training session.

55. EDUCATIONAL MATERIAL

~~The City of Brookings is interested in keeping employees up to date on the latest technical advances. Therefore, educational material that is available and will assist City employees in performing their job duties may be purchased by the City.~~

58.42. BREAK TIME

~~425~~6A. _____ The lunch period is one (1) hour in length during an eight (8) hour working day, unless mutually agreed otherwise. The lunch period should be taken sometime midway through the employee's work shift.

The ~~De~~partment Head, Division Manager, and/or supervisor retains the right to schedule employee's lunch and rest periods to fulfill the operational needs of the various work units.

~~425~~6B. Rest breaks will be granted twice daily during 8 and ~~10-hour~~10-hour work shifts and three times daily for 12 hour work shifts at the Ice Arena for twenty (20) minutes each. Rest periods may not be accumulated for time off or used to leave work early.

59.43. MISCELLANEOUS

~~435~~7A. Employees may maintain residence outside the city limits.

~~435~~7B. Employees may request time off without pay. Employees may request time off without pay after all benefit time (vacation, comp time, and sick leave) have been exhausted.

~~435~~7C. Physical Fitness

It shall be the responsibility of each employee to maintain the standards of physical fitness and condition required to perform his/her/their job. Whenever a Department Head or Division Manager suspects the physical condition of an employee is endangering his/her/their own health or the safety of his/her/their fellow workers, he/she/they may request the employee to submit to a medical examination by his/her/their physician without expense to the employee for the purpose of determining whether the physical condition of the employee may affect job performance of the employee or the safety of his/her/their fellow workers.

~~57C.1. The City will reimburse regular, full time employees 50% of the monthly membership fee, up to a maximum of \$25.00, at a locally accredited wellness/fitness center. To be eligible for reimbursement, the employee must present proof of attendance of an average of two (2) times per week or eight (8) times per month during that month which is to be reimbursed. The City will not participate in any way in initiation fees.~~

~~57D. Degree of Illness or Injury~~

~~Employees shall be responsible for reporting to their Department Head or Supervisor any diagnosed illness or injury that may affect their job performance or the safety of his/her fellow workers.~~

~~4357E. Prescription Safety Eyeglasses~~

Effective January 1, 2013, for those employees who wear prescription eyewear who perform jobs, duties, or tasks requiring eye protection, a program has been established in which those employees may request through their supervisor prescription safety glasses. The prescription safety glasses system shall meet the ANSI Z87 standards which include permanently mounted side shields. Employees may make their choice of frames from frames which meet this ANSI standard. The maximum allowable charges that the City will be responsible for in the purchase of this prescription safety eyewear are as follows:

Single vision lens & frames:	Maximum \$285 135.00
Bifocal lens & frames:	Maximum \$155 305.00
Trifocal lens & frames:	Maximum
\$165 315.00	Progressive or other special need lens & frames:
	Maximum
	\$245 395.00

The City will assume only the cost of the glasses. Any testing or eye examinations associated with the glasses will be at the expense of the employee. Employees are eligible for a replacement set of prescription safety glasses once every 12 months, but only in circumstances in which a change is needed due to a prescription change.

60.44. UNIFORMS AND EQUIPMENT

~~4458A.~~ In positions requiring additional gear, it shall be provided for employees by the City. Employees are responsible to turn in worn-out clothing or defective equipment to their supervisor prior to being issued new replacements.

~~4458B.~~ For positions which have been predetermined by the Department Head or Division Manager to require safety boots/shoes, effective January 1, 2020, an

allowance of \$150.00 per calendar year will be provided to the employee for the purchase of safety boots/shoes. The \$150.00 allowance will be disbursed once every calendar year through the payroll system in the month of April. As the employee purchases the boots needed for ~~his/her~~their job, it will be the responsibility of the employee to furnish a copy of the actual receipt to ~~his/her~~their Department ~~Head or Division Manager-director~~. The receipt will be used to track the actual amount of money used each year by employees for safety boots/shoes.

4458C. Uniforms and equipment is a proper topic for committee for union management cooperation.

61-45. STANDBY TIME

4559A. When any employee is designated to be on call or standby for a period of one (1) week, ~~he~~they shall receive, in addition to ~~his~~their regular salary, twenty dollars (\$20.00) per day effective January 1, 2011, plus time and one half for any hours worked, while working standby. Employees scheduled to be on standby Saturday, Sunday or any scheduled holiday, shall receive twenty-five dollars (\$25.00) for Saturday, Sunday, or any scheduled holiday effective January 1, 2011. ~~He/she~~They shall not be scheduled more often than three ~~(3) once~~ each month on a rotation basis, unless the employees work under another arrangement, acceptable to the Department ~~H~~Head, Division Manager, and City Manager. If a standby service should fall on a regularly authorized holiday, the employee shall receive salary for that day in addition to the standby pay for that period.

4559B. Employees on Standby are expected to be available for duty at any time in the same condition as would normally be expected of an employee for the performance of their duties. Individuals must be constantly available for contact by phone or by pager (with pager to be provided by the City) and are ~~expected-~~ ~~to~~expected to report for duty within thirty (30) minutes barring unforeseen circumstances not within their control.

4559C. When an employee is required to act as supervisor in charge of the Street Department due to the absence of the Street Superintendent, that individual will be compensated, in addition to ~~his~~their regular salary, a daily rate of thirty-five dollars (\$35.00) per day on weekdays (Monday through Friday) effective January 1, 2011 and fifty dollars (\$50.00) for weekends (Saturday and Sunday), and city recognized holidays effective January 1, 2011.

62-46. SHIFT DIFFERENTIAL

4660A. Full-time employees ~~working-scheduled to work~~ between 6:00 P.M. and 7:00 A.M. shall be paid an additional eighty cents (\$.80) for time worked between those hours.

~~4660~~B. Full-time employees ~~working~~ scheduled to work from 6:00 PM Friday until 7:00 A.M. on Monday and all hours worked during a city recognized holiday shall also receive the additional eighty cents (\$0.80) per hour shift differential.

63.47. CALL-IN

Employees who are requested to report for work during hours when they are normally scheduled to be off shall receive time and one-half (1 1/2) for a minimum of two (2) hours of work or two (2) hours pay in lieu of work. This minimum shall not apply to work performed immediately before or immediately after an employee's regular work shift. Department Head or Division Manager shall have the discretion of calling in the appropriate personnel based on the needs of the job.

64.48. HAZARDOUS PAY

When an employee of the Forestry Department is trimming trees requiring the use of aerial bucket and/or ropes, the removal of trees, or around overhead electrical distribution lines, or while operating a wood chipper or stump cutter; or an employee is required to work on the ground near the front end loader grapple forks; or an employee is required to work with the asphalt recycling unit, steamer, oilers or one air compressor operator during crack sealing in the Street Department, that employee shall, in addition to ~~his~~ their regular pay, receive hazardous pay for all times spent in said hazardous duty of Two Dollars and Seventy-Five Cents (\$2.75) per hour. Employees will also receive this hazardous pay during handling and/or clean-up of chemicals effective January 1, 2013; as well as paint striper operator, and loader operator with grapple hooks during spring clean-up, effective January 1, 2016.

65.49. COMPENSATION TIME

Employees at their discretion shall be entitled to be paid for overtime at the rate ~~of~~ time of time and one-half (1 1/2) or designate comp time upon approval of Department Head or Division Manager in lieu of pay at the rate of time and one-half (1 1/2) for each hour of overtime. The maximum allowable carryover from one calendar year to the next is forty (40) hours.

Use of comp time must be approved by the Department Head or Division Manager and may not result in overtime needing to be paid to cover a shift.

66.50. LONGEVITY

~~5064~~A. Regular full-time employees shall be eligible for longevity pay based upon length of full-time continuous service with the City of Brookings. Length of service shall be the full number of years of service as of the hire date of the employee's employment. Years of service must be continuous years of service.

~~5064~~B. Longevity pay shall be paid monthly with regular pay. All deductions required by the law shall be made. In order to earn the payment of longevity in a given month, the employee must work or use paid leave for at least 50% of the ~~hours~~hours' payable in the payroll month. Employees will be granted their new monthly longevity rate within the month that their anniversary of continuous employment falls.

~~5064~~C. The amount of longevity pay shall be at the rate of \$6.00 per month per year with a cap of 30 years after completing five (5) years of continuous full-time employment.

EXAMPLES: 5 years of employment \$30.00 per month
 8 years of employment \$48.00 per month
 10 years of employment \$60.00 per month

~~67-51. WAGES~~ (See Appendix A - attached)

~~5165~~A. ~~2020 sales tax is projected to end at negative eight percent (- 8%).— Commencing January 1, 2021, wages will be adjusted based on 2020 Sales Tax Performance as follows:~~

- ~~• — If 2020 sales tax ends as projected, there shall be no pay increase including COLA or Merit~~
- ~~• — If 2020 sales tax ends two percent (2%) better than projected, the new salary ranges will be implemented and there will be a one percent (1%) one-time payout for those who do not receive an increase when the new salary ranges are implemented*.~~
- ~~• — If 2020 sales tax ends three percent (3%) better than projected, the new salary ranges will be implemented and there will be a two percent (2%) one-time payout for those who do not receive an increase when the new salary ranges are implemented*.~~
- ~~If 2020 sales tax ends at or above four percent (4%) better than projected, the new salary ranges will be implemented and there will be a one percent (1%) salary increase for those who do not receive an increase when the new salary ranges are implemented*.~~Employees will be eligible for a 1 – 4 % merit increase based on annual performance review. Employees at the max of their wage range will not be eligible for a merit increase but will receive a one-time 1 – 4 % bonus payout based on their annual performance review.

~~The City of Brookings will implement employees into their new salary range by mirroring the employee's relationship to their current midpoint, capped at their future midpoint. Employees whose current salary is at or above their future midpoint will not receive an increase during implementation of the new salary ranges, but will be eligible for a payout or salary increase based on 2020 Sales Tax Performance.~~

~~*Employee wages shall be adjusted to receive the minimum of the payout or salary increase. This may include a combination of an increase during implementation of the new salary ranges and payout or salary increase based on 2020 Sales Tax Performance to reach the full minimum.~~

5165B. _____ Only a Wage reopener will occur on an annual basis commencing prior to the City of Brookings budgeting process.

68.52. DEFINITIONS

As used in this document, the following words and terms, unless the context clearly requires otherwise, shall have the meaning as indicated.

5266A. Grade or Class of Positions - A group of positions sufficiently alike in duties, authority and responsibility to justify the same title, qualifications and schedule of pay to all positions in this group.

5266B. Compensation - All forms of valuable consideration, including salaries or wages earned by or paid to any employee by reason of service in a position with the City.

5266C. Demotion - An involuntary change in classification of an employee from a position in one class title to a position in another class title having a lower entry level salary. (This definition shall not include down-grades.)

~~66C. Implementation - Bringing employees from their current salary range into their new salary range that accounts for employee development, proficiency, and fair market value.~~

_____ 5266D. Voluntary Reclassification - The voluntary classification of an employee from a position in one class title to a position in another class title having a lower entry level salary.

5266E. Relative - The employee's grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, and members of the immediate family. Step relatives are also included in above classifications.

5266F. Immediate Family - The employee's spouse, parents, spouse's parents, son or daughter, brother, sister, step-parents, step-brother, step-sister, step-children and/or legal guardian or ward.

5266G. Discharge - The permanent involuntary separation of an employee from ~~his/her~~ their position for cause.

5266H. Employee - A person legally occupying a position with the City or on authorized leave of absence from such service. Elected officials and members of appointed

Boards and Commissions shall not be considered as employees, nor shall the provisions of this document be applicable.

5266I. Probationary Period - A working test period of six (6) months during which an employee is required to demonstrate ~~his/her~~their fitness for the duties to which ~~he/she~~they are appointed by actual performance of the duties of the position.

5266J. Promotion - A change in the position of an employee from one grade to a position in another grade having a higher maximum salary range. (This definition shall not include upgrades.)

5266K. Transfer - The change of an employee from one position to another position in the same grade or another grade having the same maximum salary range, involving the performance of similar duties and requiring substantially the same basic qualifications.

5266L. Hire Date - The hire date will be the date upon which an individual became a regular full-time employee. That date does not change with any changes of duties. If an individual is re-employed, only the date of ~~his/her~~their current re-employment shall serve as the official date of employment for all personnel transactions, except for employees who have re-employment rights due to layoff.

5266M. Anniversary Date - The anniversary date is the date in which an individual becomes employed within a current job description. The anniversary date would not change unless there was a promotion or transfer during their employment. If a promotion was received within the same department, their anniversary date would change to the date in which the promotion was effective. The anniversary date would also change if they transferred from a position within one department to a different position within another department. There would be no change in the anniversary date in a situation in which an employee's job description is re-evaluated due to a change in duties, etc. Under that circumstance, the anniversary date would remain at the date in which the employee entered ~~his/her~~their position.

5266N. Reclassification - The change in the duties and responsibilities of a position involving either the addition of new assignments or the taking away or modification of existing assignments which causes a change in the class title of the position.

5266O. Department Heads - Those persons appointed by the City Manager to manage and administer the work and personnel of their respective departments. They shall consist of the City Clerk, Community Development Director, Human Resources Director, Finance Manager, ~~City Engineer~~, Liquor Store Manager,

~~Street Superintendent, Director of Solid Waste Management~~, Fire Chief, Parks, Recreation and Forestry Director, Public Works Director and Chief of Police. Also acting as Department Head is the City Librarian, who is appointed by the Library board.

52P. Division Managers – Those persons appointed by the City Manager to manage and administer the work and personnel of their respective divisions. They shall consist of the Street Manager, City Engineer, and Solid Waste Manager.

69.53. DURATION

5367A. This Agreement shall be in full force and effect from January 1, 20224, up to and including December 31, 20241, and shall supersede any prior Agreements between the parties, and shall continue from year-to-year thereafter, unless written notice of desire to cancel or terminate or modify the Agreement is served by either party upon the other by July 1, 20241. The agreement will be opened annually for wages only thereafter, with negotiations commencing before the budget process each year.

5367B. When no cancellation or termination is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in the Agreement, either party may serve upon the other a notice prior to the first day of July of the current contract year, advising that said party desires to revise or change terms or conditions of said Agreement.

CITY OF BROOKINGS

TEAMSTERS LOCAL UNION NO. 120

City Manager

Principle Officer/President

Date

Business Agent (James Heeren)

Date

APPENDIX A
OFFICIAL SALARY SCHEDULE
AND COVERED POSITIONS
GENERAL CONTRACT FOR 20221

Explanation of Schedule

There is an open salary range for every position classified as a salary grade that defines the minimum and maximum salary for the position. Non-exempt employees' hourly rate will be calculated by taking their annual salary divided by the number of worked hours in a year (2080). New employees will normally be hired at the minimum of the salary grade in the appropriate classification unless experience and qualifications justify beginning above the minimum. All new employees shall be granted a probationary appointment for a period of six (6) months. This probationary period is a working test during which the new employee must satisfactorily demonstrate his/her/their ability to perform his/her/their duties. If employee does not satisfactorily demonstrate his/her/their ability to perform his/her/their duties by the end of the probationary period, the employee may be terminated or the probationary period extended up to an additional six (6) months with a determination of pay increase held until the expiration of that extension. In accordance to this agreement and upon completion of the probationary period, the probationary employee may be reclassified to regular full-time.

Covered Positions and Occupational List of Class Titles

Management Supervisory Series

This series consists of those positions having a combination of assigned management tasks and the responsibility of supervising full-time personnel.

<u>Title</u>	<u>Grade</u>
Forestry Supervisor	25
Park Supervisor	25
Street Supervisor	25

Professional Series

The positions in this series are distinguished by special requirements of education or training. They may be assigned management tasks and typically have a high degree of public contact.

<u>Title</u>	<u>Grade</u>
Code Enforcement Officer	22
Building Inspector	24
Engineering and Storm Water Technician	24

Maintenance and Equipment Operator Series

Positions allocated to this series have classifications and duties involving the maintenance of public streets, parks and require the operation and/or repair of specialized equipment. The series also includes Apprenticeship positions.

<u>Title</u>	<u>Grade</u>
General Laborer	17
Sanitation/Solid Waste Collector	20
Airport Operations/Maintenance Technician	20

Park Technician	20
Forestry Technician	20
Street Maintenance Technician	20
Building Trades Technician	20
Advanced Equipment Operator- Streets, Landfill	21
Building Trades Specialist	23
Shop Supervisor/Mechanic	25
Heavy Equipment Operator- Streets, Landfill	23

Clerical Series

This series consists of positions which involve office and clerical work with experience in typing, basic bookkeeping and record maintenance. Employees occupying these classifications generally assist the public either directly or over the phone and operate standard office equipment.

Position Allocation and Classification Plan

Job Descriptions have been prepared and are on file with the Human Resources Director for each of the above titles. Every full-time employee is classified by these Job Descriptions. Movement from one classification to another requires the approval of the City Manager and must be consistent with the provisions to this agreement.

<u>Title</u>	<u>Grade</u>
Municipal Liquor Store Clerk	17
Receptionist/Office Clerk	17
Office Manager-Eng/Comm Develop, Landfill, Streets, PRF	22

Library

The Brookings Library Board has the authority to appoint and employ all Library personnel. The class codes, class titles and job descriptions are uniform with the City Occupational Classifications and pay grades.

<u>Title</u>	<u>Grade</u>
Circulation Assistant/Tech Services	17
Circulation Assistant/ILL	17
Administrative Assistant-Library	19
Community Services Coordinator	19
Circulation Manager	20
Children's Service Coordinator	23
Young Adult Services Coordinator	23
Adult Services Librarian	26
Technology Services Librarian	26