

**City of Brookings  
Labor Contract  
20196-2018**

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**CITY OF BROOKINGS**  
**LABOR CONTRACT 201~~96~~-2018**

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of January, 201~~96~~, 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 and Solid Waste/Landfill, excluding all other city employees, department heads, supervisors and administrators as stipulated.

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contravention of the laws or regulations of the United States or the State of South Dakota, such provisions shall be superseded by the appropriate provisions of such regulation; so long as the same is in force and effect, but all other provisions of the Agreement shall continue in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

~~The Employer and the Union agree not to limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities, or discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, creed, sex, age, disability, or national origin, sexual orientation, political affiliation, marital or veteran status, or any other basis prohibited by state or federal law.~~

~~Any employee who feels they have been discriminated against should bring this concern to his/her supervisor, or higher authority, according to the grievance procedure specified in Section 15 of this contract.~~

**45. 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:

- ~~45A.~~ 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;
- ~~45B.~~ 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;
- ~~45C.~~ 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;
- ~~45D.~~ To provide reasonable standards and rules for employees; and
- ~~45E.~~ 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.

**56. 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.

**57. COMMITTEE FOR UNION - MANAGEMENT CO-OPERATION**

67A. 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 others 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.

67B. 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 detract from the provisions of this Agreement. In agreeing to such 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.

67C. 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.

- | ~~67~~D. 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.

#### ~~78~~. **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 and the Union.

#### ~~89~~. **BONDS**

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

#### ~~910~~. **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.

#### ~~101~~. **STEWARDS**

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

- | ~~101~~A. Investigation and presentation of grievances to Employer or the Employer representatives in accordance with the provisions of this Agreement.
- | ~~101~~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.

**112. BULLETIN BOARDS**

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

**123. BUSINESS AGENTS**

Authorized agents of the Union, after having notified the Department Head, 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.

**134. UNION BUSINESS AND REPRESENTATIVES**

134A. 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.

134B. Upon receiving forty-eight (48) 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.

**145. GRIEVANCE PROCEDURE**

145A. Grievances are herein defined to be disputes involving the interpretation of this Agreement. ~~or City policies or ordinances or changes in working conditions affecting the employees covered by this Agreement.~~

145B. Employees are encouraged to attempt to resolve grievances with his or her supervisor.

145C. Failure to resolve the grievance with the supervisor, 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.

145D. 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 or City Manager.

145E. Time limits may be extended by mutual agreement.

145F. The Union has the authority to abandon a grievance.

145G. Abandonment of a grievance shall not set a precedence.

#### **156. 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.

#### **167. DISCHARGE OR SUSPENSION**

167A. 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 is 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.

167B. 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.

167C. Discharge must be by proper written notice to the employee and the Local Union. Any employee may request an investigation of this discharge.

#### **178. 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 accuser with the steward and/or representative of the Local Union present at such meeting. The Department Head shall also be present at the meeting.

#### **189. 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, work rules and the department policy and procedure manual shall be reviewed by the City Manager and the department head 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; 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.

**20. AFFIRMATIVE ACTION PROGRAM**

~~20A. The City of Brookings unequivocally supports the principles and spirit of equal employment opportunity based upon qualifications, related experience, job pertinence, and relevant individual differences and not on the basis of non-relevant factors such as his race, gender, sexual orientation, religion, age, handicap, country of origin, or political affiliation.~~

~~20B. It is the policy of this City to provide equal employment opportunity without discrimination in order that all qualified persons are accorded an equal opportunity for employment or promotion without discrimination due to his race, gender, sexual orientation, religion, age, handicap, country of origin, or political affiliation.~~

~~20C. To ensure that we continue to adhere to the principles of equal employment opportunity as stated above, the following will remain the City's policy regarding recruitment, selection and promotion:~~

~~20C.1 Recruitment - The recruitment of persons to fill vacancies will be accomplished without regard to 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 maintain contacts with various persons, groups and organizations, and employment agencies concerning personnel resources and requirements when necessary.~~

~~20C.2 Selection - The selection of persons to fill job vacancies will be accomplished through approved procedures. Persons will be hired without regard to non-relevant factors following a completely objective appraisal of each eligible individual interested in the position.~~

~~20C.3 Promotion - Promotion will be proposed in accordance with applicable rules on a non-discriminatory basis.~~

**1921. AUTHORITY TO EMPLOY PERSONNEL**

~~1921A. 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.~~

~~1921B. Supervision - Individuals will not be assigned to a department which will require them to be supervised or evaluated by immediate family members.~~

## **202. PERSONNEL RECORDS AND REPORTS**

~~22A. A personnel file will be maintained on all employees. The file shall contain the employee's application or resume for employment and personal history sheet, a current W-4 form, insurance and retirement information, pay status, leave status, promotions, transfers or demotions, performance review information, job description, a record of the employee's current address and telephone number, and personal information necessary to assist the Human Resources Department.~~

~~22B. It is important that personnel records reflect correct information about the employee at all times. Employees are requested to report promptly to the Personnel Department any changes in status as listed below:~~

- ~~1. name;~~
- ~~2. address;~~
- ~~3. telephone number;~~
- ~~4. marital status;~~
- ~~5. beneficiary change (retirement and insurance);~~
- ~~6. legal change of name;~~
- ~~7. name, birth date, relationship, and the total number of dependents;~~
- ~~8. completion of education/training courses;~~
- ~~9. person(s) to notify in case of emergency;~~
- ~~10. physical or other limitations;~~
- ~~11. special awards or honors;~~
- ~~12. record, including serial numbers, etc., of personally assigned City-owned equipment.~~

~~202AC.~~ 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.

## **213. WORK WEEK**

~~213A.~~ 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.

~~213B.~~ Employees shall be paid for all time spent in the employ of the Employer.

~~213C.~~ 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 or his 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.

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.

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

| 213D. Overtime shall not be pyramided.

| 213E. Employees shall be allowed to trade shifts if it is approved by the shift supervisor.

| 213F. Part-time and seasonal employees shall be scheduled as needed, not to reduce full-time employees below the normal scheduled work week.

#### **224. SENIORITY**

| 224A. Seniority rights for employees shall prevail.

| 224B. 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.

| 224C. On January 1 of each year, the Employer shall post a current seniority list and shall submit a copy to the Union.

| 224D. Seniority and employment relationship shall terminate when an employee:

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

| 224E. 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.

- | 224F. A regular full-time employee who is laid off through a reduction in force, shall receive two (2) 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.
- | 224G. 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 service, and for ninety (90) days thereafter, if he/she received an honorable discharge.
- | 224H. Employees who are injured and are covered by Workers' Compensation shall continue to accumulate seniority during their absence.
- | 224I. 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.

## **235. EMPLOYEE CLASSIFICATION**

- | 235A. Regular Full-time Employees - Employees who work a minimum of thirty-two (32) 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.
- | 235B. 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 employment date.
  - | 235B.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 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 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.

235C. 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 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.

## **246. SEPARATIONS**

### **26A. General**

~~It is the policy of the City of Brookings to process all separations of personnel according to a standardized procedure for the following purposes:~~

- ~~1. to receive suggestions that terminating employees may have for improving employment conditions;~~
- ~~2. to reclaim City property such as keys and clothing;~~
- ~~3. to review the necessary forms that need to be completed such as insurance and retirement.~~

### **26B. Separations**

~~26B.1 Resignations - An employee desiring to terminate his/her employment is required to submit a written notice at least two (2) weeks prior to~~

~~his/her last day of work. Resignations are treated as a voluntary action by the employee.~~

~~246AB.2~~ 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.

~~246AB.13~~ A regular full-time employee who is laid off through a reduction in force, shall receive two (2) weeks notice of separation or shall be paid for the two (2) weeks following the notice of layoff.

## ~~257.~~ PROMOTIONS OR TRANSFERS

~~257A.~~ 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.

~~257B.~~ ~~Permanent promotions/transfers from a position or Department to a new regular full-time position in the same or different Department shall require the transferred or promoted employee to serve a new probationary period not to exceed 90 days.~~

A performance appraisal will be conducted prior to the end of ~~130~~ days in the new position. During the ~~ten~~<sup>thirty</sup> (~~130~~) day trial period, the employee shall have the opportunity to revert to his 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. ~~If the employer is unable to fill a vacancy by promoting, it may hire from outside the unit or a new employee.~~

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

~~257B.1~~ A transferred or promoted employee who is placed on a salary grade at step "A", whether an increase or decrease, will be eligible for a salary increase to step "B" upon completion of the probationary period as signified by a satisfactory, or better, rating on an employee evaluation. Employee will be eligible for an increase to the next highest step upon completion of an additional six months and will then be eligible on an annual basis for a step in grade increase through step "F". A transferred employee who is placed on a salary grade at step "B", whether an increase or decrease, will be eligible for a step in grade increase upon completion of a probationary period and will then be eligible for step in grade increases on an annual basis. A transferred



employee placed above step "B" in grade will only be eligible for step in grade increases on an annual basis.

- 257C. 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.
- 257D. Inter-departmental transfers of employees shall be made in the event of a disaster, such as an ice storm, tornado or any other emergency.
- 257E. Whenever possible, new and vacant positions will be filled from within the City by promoting qualified employees in accordance with the following:
  - ~~27E.1 Employees of a Department in which a vacancy occurs will be given priority over employees from another Department for promotion to a position in that Department;~~
  - 257E.12 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.
  - 257E.23 In accordance with this article, promotions must be approved by the City Manager.
- 257F. All regular full-time job vacancies shall be posted on City bulletin boards. 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.

~~28. APPRENTICESHIP PROGRAM — Article deleted 1/1/02.~~

**269. INTERIM PAY GRADE CHANGES**

During the term of the contract, any proposed changes within the bargaining unit that substantially affect an ~~employees~~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 grade change, and if so, establish the appropriate grade for the position.

**2730. 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 step that would allow for a rate increase above his/her current rate of pay.

**2831. ORGANIZATION/ASSOCIATION MEMBERSHIP**

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

**2932. OUTSIDE EMPLOYMENT/ACTIVITY**

**2932A.** 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.

**2932B.** 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.

**303. POLITICAL ACTIVITY**

**303A.** Employees of the City of Brookings are encouraged to exercise their right to vote. However, other political activity shall be restricted to points **303B.1**, **303B.2**, **303B.3** and **303B.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.

**303B.** Any officer or employee of the City of Brookings, whether elected or appointed, may seek any political office while employed by the City, provided:

**303B.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;

**303B.2** that said officer or employee never campaign in any manner whatsoever during hours of employment;

**303B.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

303B.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.

303C. 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.

#### **314. 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.

#### **325. 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.

#### **336. PAY PERIOD**

336A. 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.

336B. The City is required to deduct the following items from an employee's pay:

~~36C.1 Federal Withholding Income Tax - The amount deducted will depend on amount earned and the number of dependents claimed.~~

~~36C.2 Social Security (FICA) - This deduction is an amount fixed by law with a like amount contributed to the employee's account by the employer.~~

336C.13 Retirement contributions

336C.24 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

### ~~37. F.I.C.A. (SOCIAL SECURITY)~~

~~The City of Brookings is a participant in Federal Insurance Compensation System (Social Security). Participation in FICA is mandatory for all employees employed by the City.~~

### ~~348. 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.

### ~~3935. INSURANCE~~

~~359A.~~ 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 payable in the payroll month.

~~359B.~~ 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.

359C. If any employee, including Fire and Police, 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.

~~39D. New employees desiring health, vision and life insurance coverage must enroll within thirty (30) days of the first day on which they are eligible for coverage to avoid incurring an additional waiting period prior to the application of coverage. The waiting period to enroll in dental insurance is 90 days from the date of hire. New employees not enrolling within thirty days after the employee is first eligible for coverage, or current employees not currently on the Health Insurance Plan (and in the absence of a qualifying event) will be considered late applicants. Late Applicants are required to make a written request for late enrollment and will be subject to an 18 month waiting period. At the end of the 18 month waiting period, the late applicants will be eligible to join the plan with no pre-existing condition limitations. Employees who terminate their employment will terminate the group plan upon date of termination, and may transfer to an individual contract or may continue group coverage through COBRA. However, the total premium will be paid by the terminated employee. Arrangements must be made prior to employee's last day of employment.~~

359DE. Employees on leave of absence without pay may make arrangements for continued coverage.

359EF. 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.

#### **3640. 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.

#### **41. SEXUAL HARASSMENT**

~~41A. Sexual harassment is a grievable offense when it meets the following criteria: unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:~~

~~41A.1 submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;~~

~~41A.2 submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or~~

~~41A.3 such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile, or offensive working environment.~~

~~41.B If an employee feels that he/she is being sexually harassed, he/she should make his/her feelings known to the offender. If the problem is not resolved, he/she is to report the harassing behavior to his/her supervisor. If that is not practical, the employee is encouraged to report the situation to his/her Department Head, the City Manager, or the Human Resources Director.~~

~~41C. If employees have questions about sexual harassment, they are encouraged to contact the Human Resources Director or the EAP.~~

#### **3742. ALCOHOL AND DRUG ABUSE**

~~42A. Purpose This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of the municipality and employees. It is the policy of the municipality to maintain a safe, healthful and productive work environment for all employees. To that end, the municipality will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the municipality's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination, or in not being hired.~~

~~42B. Policy It is municipal policy that employees shall not report to work under the influence of alcohol or drugs, possess, while on duty or subject to being called, or utilize such substances while they are subject to municipal duty, sell or provide drugs or alcohol to any other employee or to any person while such employee is on duty or subject to being called, or have their ability to work impaired as a result of the use of alcohol or drugs.~~

~~42B.1 While use of medically prescribed medications and drugs is not per se a violation of this policy, failure by the employee to notify his/her supervisor, before beginning work, when taking medications or drugs which may interfere with the safe and effective performance of duties or operation of municipal equipment can result in discipline, up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while~~

~~using such medications or drugs, clearance from a qualified physician will be required.~~

~~42B.2 The municipality reserves the right to search, without employee consent, all areas and property in which the municipality maintains full control or joint control with the employee. Otherwise, the municipality may notify the appropriate law enforcement agency that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the municipality.~~

~~42B.3 Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be detained for a reasonable time until an authorized municipal representative or law enforcement representatives can transport the employee from the work site. An employee will submit to a portable breath test if the presence of alcohol is suspected. The employee will submit to a urine drug screen if the presence of drugs is suspected.~~

3742AB.4 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.

42C. Application

~~This policy applies to all employees of and to all applicants for positions with the municipality. This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.~~

42D. Employee Responsibilities

~~An employee must:~~

~~42D.1 Not report to work or be subject to duty while his/her ability to perform job duties is impaired due to alcohol or drug use, on or off duty;~~

~~42D.2 Not possess or use, alcohol or drugs (illegal drugs and legal drugs without a prescription) during working hours or while subject to duty, on breaks, during meal periods or at anytime while on municipal property;~~

~~42D.3 Not directly or through a third party sell or provide drugs or alcohol to any person or to any other employee while either employee or both employees are on duty or subject to being called;~~

~~42D.4 Notify his/her supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of municipal equipment;~~

~~42E. Management Responsibilities and Guidelines~~

~~Department heads and supervisors are responsible for consistent enforcement of this policy.~~

~~42E.1 Department heads and supervisors may prevent an employee from engaging in further work when a department head or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol. "Reasonable suspicion" is a belief based on objective and articulate facts sufficient to lead a reasonable prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.~~

~~42E.2 For example, any of the following, alone or in combination, may constitute reasonable suspicion:~~

- ~~a. Slurred speech;~~
- ~~b. Alcohol on breath;~~
- ~~c. Inability to walk a straight line;~~
- ~~d. An accident involving municipal property;~~
- ~~e. Physical altercation;~~
- ~~f. Verbal altercation;~~
- ~~g. Behavior which is so unusual that it warrants summoning a supervisor or anyone else with authority;~~
- ~~h. Possession of alcohol or drugs;~~
- ~~i. Information obtained from a reliable person with personal knowledge;~~

~~3742BE.3 Department Heads and supervisors shall not physically search employees.~~

~~42E.4 Department Heads and supervisors shall notify the appropriate law enforcement agency when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the municipality.~~



~~3742CE.5~~ Department Heads and supervisors shall not confiscate, without consent, prescription drugs or medications from an employee who has a prescription.

#### **3843. EMPLOYEE ASSISTANCE PROGRAM**

~~3843A. 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. Alcohol and drug abuse, behavioral problems and other mental conditions are defined as a social/medical problem in which the employee's job performance is directly impaired. The City's Employee Assistance Program (EAP) is available to be used for the purpose of helping employees resolve personal problems that adversely affect their personal lives and job performance.~~

~~43B. Any employee who is experiencing personal or medical behavioral problems (i.e., alcoholism, drug abuse, marital, legal, financial, emotional, family, etc.) is encouraged to voluntarily seek confidential and professional counseling. The Employee Assistance Program services are available to all employees and their immediate family members.~~

~~43C. The Employee Assistance Program is designed to assist employees regardless of their job title or responsibilities in obtaining the correct professional help for their needs. Employees may take advantage of the program by contacting the EAP Counselor as described in the employee orientation sessions and in the EAP information pamphlet. An EAP counselor is available to assess the employee's situation and advise the employee of available alternatives for help. Arrangements will be made for the employee to be seen by a professional who is specially trained in the problem area.~~

~~43D. When performance problems are not corrected with normal supervisory attention, an employee will be referred to the assessment and referral counselor to determine whether personal problems are causing unsatisfactory performance. The employee shall be required to cooperate with the prescribed remedial program. If performance problems are corrected, no further action will be taken. If performance problems persist, the employee will be subject to normal corrective procedures.~~

~~3843BE.~~ 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, the EAP

counselor will let the supervisor know if the employee has kept the appointment, and whether he/she has 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 has 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.

3843CF. 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.

#### **3944. SAFETY POLICY**

##### ~~44A. Safety Statement~~

~~The City of Brookings will attempt to provide the safest possible working conditions for its employees.~~

##### ~~44B. Policy Statement~~

~~44B.1 Safety will be given primary importance in planning and operating City activities in order to protect City of Brookings employees against occupational injuries and illnesses, and to protect the City against unnecessary financial burden and reduced efficiency.~~

~~44B.2 Each employee is responsible for the safety, well being, and safe work conduct of themselves and those that report to or are assigned to him/her.~~

~~44B.3 To carry out this policy, the City will:~~

~~44B.3.a Maintain safe and healthful working conditions.~~

~~44B.3.b Furnish, within reason, the best available mechanical safeguards and personal protective equipment, where in its judgment, they are needed.~~

~~44B.3.c Maintain an active and aggressive program to promote safety awareness.~~

~~44B.3.d — Insist that all employees observe established safety regulations and practices and use the safety equipment provided.~~

~~44C. — Purpose~~

~~— Employees of the City of Brookings are considered valuable assets; their safety is of vital concern. Recognizing its need and responsibility for the safety of its employees, the City considers accident prevention and safe and healthful working conditions integral parts of an efficient and well run organization.~~

~~44D. — Membership of the Safety Committee~~

~~44D.1 — Membership of the Safety Committee will be composed of one representative from each of the following departments with equal representation of management and union employees:  
Community Development, Engineering/Airport, Finance, Fire, Human Resources, Library, Liquor Store, City Clerk, Park/Recreation/Forestry, Police, Solid Waste, and Street.~~

~~44D.2 — The Human Resources representative shall be the only permanent representative and shall be chairperson of the Safety Committee.~~

~~44D.3 — All other members will serve three year terms with a staggered rotation schedule to provide continuity.~~

~~44D.4 — Each year the chairperson will submit a list of proposed candidates to fill vacated Committee seats to the City Manager for appointment. If a department does not submit a proposed candidate from their department to serve on the Safety Committee, that department will not be represented on the committee.~~

~~44E. — Duties of the Safety Committee~~

~~44E.1 — The Safety Committee will review the South Dakota First Report of Injury Reports and Minor Injury reports submitted to the Human Resources Officer during the preceding month.~~

~~44E.2 — The Safety Committee shall bring to a department management's attention the need for corrective action of any safety and housekeeping problems the Safety Committee deems necessary. It shall be management's responsibility to review and/or investigate the recommendation made and respond to the Safety Committee in writing of the disposition of the recommendation. If the Safety Committee is not satisfied with the response of management or has not received a~~

~~timely response, the issue can be referred to the City Manager for a final decision on the matter.~~

~~44E.3 The Safety Committee will investigate complaints of violations of Brookings City safety procedures and take appropriate action to remedy them.~~

3944AF.      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.

**405. STORM POLICY**

405A. Prior to the occurrence of inclement weather, the City Manager and Department Heads 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.

405B. 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.

405C. 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.

405D. Due to work load or such other conditions as may warrant, the City Manager or Department Heads may identify additional employees who were not initially identified as an essential employee. Department Heads 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.

405E. Interdepartmental transfers of employees may be made in the event of a disaster, such as an ice storm, tornado or any other emergency.

**406. HOLIDAYS**

406A. It is the policy of the City of Brookings to afford all regular full-time employees ten (10) paid holidays each year. The City recognizes the following holidays:  
New Year’s Day  
Martin Luther King, Jr. Day  
Presidents’ Day  
Memorial Day

Independence 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 employees regular rate of pay and cannot be used in less than 8 hour increments.

- | 406B. 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).
- | 406C. Employees scheduled to work on any one of the 10 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.
- | 406D. 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.
- | 406E. An employee on vacation during a holiday will receive holiday pay and will not be charged for that day as vacation.
- | 406F. 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.
- | 406G. 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.
- | 406H. 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.

406I. 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.

406J. Holiday pay shall not be used in the computation of overtime.

**417. VACATION LEAVE**

417A. 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.

417B. 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 hours payable in the payroll month.

417C. Employees have the opportunity to use vacation leave in one-fourth (1/4) hour increments at the discretion of the Department Head. 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.

417D. The accrual date for vacation is the employee's hire date.

417E. 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.

- | 4~~17~~F. Employees granted unpaid leave of absence in excess of one-half month will not accrue any leave for that month.
- | 4~~17~~G. Employees will not receive additional vacation time off due to illness or disability occurring while on vacation unless special circumstances in the opinion of the immediate supervisor would warrant a change.
- | 4~~17~~H. Requests for vacation leave must be approved by the employee's Department Head 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.
- | 4~~17~~I. Employees who are laid off or discharged, who resign or retire after giving two week's 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.
- | 4~~17~~J. 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.
- | 4~~17~~K. 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.
- | 4~~17~~L. 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 directly for such determination.

**4~~28~~. SICK LEAVE**

- | 4~~28~~A. 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.
- | 4~~28~~B. 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.
- | 4~~28~~C. 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 hours maximum accumulated sick leave.

428D. Requests for sick leave must be approved by the Department Head 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 supervisor of his/her recovery.

428E. 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 payable in the payroll month.

428F. Accrued sick leave may be used during the employee's probationary period.

428G. 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.

428H. 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.

428I. Employees shall be charged for sick leave only for absence on days when they would otherwise work.

428J. The accrual date for sick leave is the last working day of the month.

428K. Sick leave shall be granted to employees:

428K.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;

428K.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;



428K.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, 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 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.

428K.4 when, through exposure to a contagious disease, the presence of the employee at his/her 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.

428K.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.

#### **439. SPECIAL LEAVE**

##### Leave with Pay

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

##### **439A. Funeral**

The City will permit any regular full-time employee to be absent from work without loss of pay, based on his/her 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 vacation or sick leave at the discretion of the Department Head. 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.

**439B. 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.

**439C. Jury or Court**

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

**439D. 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 shall continue to be paid at his/her regular rate.

**4450. MILITARY LEAVE**

**4450A.** 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 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.

**4450B.** Medical benefits will be extended for thirty (30) days for all Military personnel called to active duty.

~~**50C.** All applications for military leave must be approved by the Department Head and City Manager. The request must be accompanied by a signed copy of the military orders.~~

~~50D. Employees having attained seniority with the City, who are compelled by Federal and/or State Law to serve in military forces during a period of war or emergency shall:~~

~~50D.1 Continue to accumulate seniority with the City during his/her absence.~~

~~50D.2 Give the City written notice within ninety (90) days after he/she is eligible for discharge from the service of his/her desire to return to work. The date he/she desires to return to work shall be contained in such written notice and shall not be later than ninety (90) days after he/she is eligible for discharge.~~

~~50D.3 After provisions in the above section 2 have been carried out, the employee shall return to work provided he/she is physically qualified to do so and the regular rules of seniority shall prevail.~~

#### **4551. MEDICAL LEAVE OF ABSENCE**

~~51A. City of Brookings employees must complete medical leave of absence paperwork for all medical related time away from work which exceeds or is expected to exceed 7 (seven) calendar days. Employees with sick leave accrual in his/her balance may use sick leave for absences with a doctor's certification of the inability to work. Employees anticipating the need for a medical leave of absence will be allowed to work until a doctor's statement is received indicating that the employee has restrictions for which the employer is unable to accommodate. If the City is unable to accommodate restrictions and/or the employee is unable to perform the essential functions of his/her position, the employee may be involuntarily placed on sick leave as a reasonable accommodation.~~

~~4551AB.~~ 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.

~~51C. Employees who have not accumulated a sufficient amount of sick leave to use during the medical leave of absence will have to utilize vacation leave. Upon exhaustion of vacation leave, a leave of absence without pay may be requested. The employee shall be allowed to take a medical leave of absence with pay until his/her sick leave is exhausted as long as the employee has a physician's certification stipulating the inability to perform job duties.~~

~~4551BD.~~ A leave of absence for the birth of a child shall be treated as any other illness or temporary disability.

#### **4652. 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.

#### **4753. INJURY LEAVE**

An employee injured while on the job must promptly notify his/her Department Head 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 was making at the time of accident, less the amount he/she 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 pay. Should the employee not elect such action or should he/she exhaust all accumulated credits, he/she 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 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 loss time requirement has been met.

#### **4854. LEAVE WITHOUT PAY**

**4854A.** 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, Human Resources Director and City Manager and providing all vacation leave and/or sick leave has been exhausted.

~~54B. — Leave without pay must be requested in writing stating the circumstances in full as to why such leave is requested. This request must be submitted to the employee's immediate supervisor prior to the leave.~~

~~54C. — The request will be considered on the basis of the present work load or anticipated work load, and the circumstances of the request.~~

~~54D. — A leave of absence without pay will not be granted to seek other employment. Leave of absence without pay is a benefit offered to employees who have exhausted their vacation and/or sick leave. Employees on a leave of absence for less than sixty (60) calendar days will continue to accrue seniority, and their job may be held for them. Employees on a leave of absence in excess of one-half month will not accrue any leave for that month and must pay for the entire cost of insurance if they wish to continue coverage. No other benefits will be provided by the City during a leave of absence without pay. An employee's anniversary date will not be affected unless the leave of absence is in excess of sixty (60) calendar days; then the anniversary date will be changed according to the number of days the employee is absent from work without pay.~~

~~54E. — Any other leave of absence that is not covered in this contract shall be determined on an individual basis by the City Manager.~~

#### **4955. ABSENTEEISM**

**4955A.** 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.

**4955B.** 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.

**4955C.** 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.

~~4955~~D. Departure from assigned work schedules must be requested and approved in advance by the employee's immediate supervisor.

## **506. TRAVEL**

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

~~56A. Authority The Department Head must approve all same day travel in the State of South Dakota. The Department Head and City Manager must approve all overnight travel and travel outside the State of South Dakota. It is the responsibility of the Department Head to request travel as far in advance as possible.~~

56 A. 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, based upon FLSA guidelines.

~~56B. Travel Route The most direct route shall be traveled, and costs thereof shall be reimbursed to the employee for pre-approved travel as provided by the City travel policy.~~

~~Any additional travel for personal convenience while enroute which interrupts the direct travel route shall be at the expense of the individual. If extra time is involved in addition to normal travel time, vacation leave must be utilized.~~

~~506BC.~~ **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.

~~56D. Travel Advance The City of Brookings employees may request and may be advanced money for reimbursement of personal expenses incurred in official City business travel prior to their departure.~~

~~56D.1 Employees must show that special circumstances such as the duration of the trip, the amount expected to be spent, etc., exists, and would pose a hardship to him/her. Approval from the City Manager must be received before an advance payment can be made.~~

~~56E. Administrative Procedure All claims for reimbursement shall be submitted on the authorized travel form after completion of travel. Receipts for lodging, incidentals, modes of travel, registration fees, etc., must be attached to the travel form.~~

~~56E.1 Reimbursement for travel by use of a private vehicle must be accompanied by the miles claimed.~~

~~56E.2 Travel claims must be filed within thirty (30) days for reimbursement.~~

**§17. 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. 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.

**§28. LICENSES AND CERTIFICATES**

528A. 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.

528B. 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.

**§39. 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.

**§460. BREAK TIME**

5460A. 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 department 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.

5460B. Rest breaks will be granted twice daily during 8 and 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.

**5561. MISCELLANEOUS**

| **5561A.** Employees may maintain residence outside the city limits.

| **5561B.** Employees may request time off without pay.

| **5561C.** Physical Fitness

It shall be the responsibility of each employee to maintain the standards of physical fitness and condition required to perform his/her job. Whenever a Department Head suspects the physical condition of an employee is endangering his/her own health or the safety of his/her fellow workers, he/she may request the employee to submit to a medical examination by his/her 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 fellow workers.

| **5561C.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.

| **5561D.** 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.

| **5561E.** 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 \$135.00
Bifocal lens & frames:	Maximum \$155.00
Trifocal lens & frames:	Maximum \$165.00
Progressive or other special need lens & frames:	Maximum \$245.00



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.

**5662. UNIFORMS AND EQUIPMENT**

**5662A.** 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.

**5662B.** For positions which have been predetermined by the Safety/Wellness Committee to require safety boots/shoes, effective January 1, 2016, an allowance of \$100.00 per calendar year will be provided to the employee for the purchase of safety boots/shoes. The \$100.00 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 job, it will be the responsibility of the employee to furnish a copy of the actual receipt to his/her department director. The receipt will be used to track the actual amount of money used each year by employees for safety boots/shoes.

**5662C.** Uniforms and equipment is a proper topic for committee for union management cooperation.

**5763. STANDBY TIME**

**5763A.** When any employee is designated to be on call or standby for a period of one (1) week, he shall receive, in addition to his 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 shall not be scheduled more often than once each month on a rotation basis, unless the employees work under another arrangement, acceptable to the department head 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.

**5763B.** 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 report for duty within thirty (30) minutes barring unforeseen circumstances not within their control.

**5763C.** 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 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.

**5864. SHIFT DIFFERENTIAL**

**5864A.** Full-time employees working between 6:00 P.M. and 7:00 A.M. shall be paid an additional ~~eighty sixty~~ cents (\$.860) for time worked between those hours.

**5864B.** Full-time employees working 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 sixty~~ cents (\$.860) per hour shift differential.

**5965. 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.

**606. 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 grappling forks; or an employee is required to work with the asphalt recycling unit, steamer, or the oilers in the Street Department, that employee shall, in addition to his 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.

**617. COMPENSATION TIME**

Employees at their discretion shall be entitled to be paid for overtime at the rate of time and one-half (1 1/2) or designate comp time upon approval of Department Head 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 and may not result in overtime needing to be paid to cover a shift.

**628. LONGEVITY**

628A. 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.

628B. 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 payable in the payroll month. Employees will be granted their new monthly longevity rate within the month that their anniversary of continuous employment falls.

628C. 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

**639. WAGES** (See Appendix A - attached)

639A. Commencing January 1, 2019~~6~~, there shall be a 2.75% increase to the City of Brookings Pay Plan.

~~69B. Commencing January 1, 2017, there shall be a 2.5% increase to the City of Brookings Pay Plan.~~

~~639B.C. Wage A full contract reopener will occur on an annual basis commencing prior to the City of Brookings budgeting process for wages commencing January 1, 2018.~~

**6470. DEFINITIONS**

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

| 6470A. 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.

| 6470B. 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.

| 6470C. 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.)

| 6470D. 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.

| 6470E. 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.

| 6470F. 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.

| 6470G. Discharge - The permanent involuntary separation of an employee from his/her position for cause.

| 6470H. 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.

| 6470I. Probationary Period - A working test period of six (6) months during which an employee is required to demonstrate his/her fitness for the duties to which he/she is appointed by actual performance of the duties of the position.

| 6470J. 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.)

6470K. 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.

6470L. 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 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.

6470M. 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 position.

6470N. 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.

6470O. 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, and Chief of Police. Also acting as Department Head is the City Librarian, who is appointed by the Library board.

#### 6571. DURATION

6571A. This Agreement shall be in full force and effect from January 1, 20196, up to and including December 31, 20198, and shall supersede any prior Agreements between the parties, and shall continue from year-to-year thereafter, unless

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written notice of desire to cancel or terminate or modify the Agreement is served by either party upon the other by July 1, 201~~9~~<sup>8</sup>.

~~657~~<sup>1</sup>B. 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  
FOR THE YEAR 2016-2018**

**Explanation of Schedule**

There are six (6) steps for each non-Department Head position in the Salary Schedule. These rates shall be the minimum and maximum rate for the position. New employees will normally be hired at Step "A" 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 ability to perform his/her duties. If employee does not satisfactorily demonstrate his/her ability to perform his/her duties by the end of the probationary period, the employee may be terminated or 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 and advance to the next higher step in grade based upon successful job performance. After completing an additional six (6) months, the employee may advance to the next higher step in grade based on satisfactory job performance and successful completion of each additional year of employment through step "F".

**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>
Sanitation Collector Supervisor	8
Forestry Supervisor-Arborist	8
Park Supervisor	8
Landfill Supervisor	9
Street Operations Supervisor	9

*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	8
Engineering & Building Services Technician	9

*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	3
Sanitation Collector	6
Solid Waster Worker	6

Airport Operations/Maintenance Technician	6
Park Technician	6
Forestry Technician	6
Street Maintenance Technician	6
Equipment Operator	6
Building Trades Technician	6
Advanced Equipment Operator	7
Building Trades Specialist	8
Shop Supervisor & Mechanic	8
Traffic Control Supervisor	8
Heavy Equipment Operator-Street	8
Heavy Equipment Operator-Landfill	8

#### *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.

<u>Title</u>	<u>Grade</u>
Municipal Liquor Store Clerk	3
Receptionist/Office Clerk	3
Office Manager – Engineering/Community Development	7
Office Manager – Landfill	7
Office Manager – Streets	7
Office Manager – Park, Rec & Forestry	7

#### *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.

#### *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 II-Technical Services Assistant	4
Interlibrary Loan Services Coordinator	4
Administrative Assistant/Library	5
Community Services Coordinator	5
Circulation Manager	6
Children's Service Coordinator	9
Young Adult Services Coordinator	9
Adult Services Librarian	11
Technology Services Librarian	11