

2014 - 2018

Agreement

Between

Hutchinson County, South Dakota

and

Hutchinson County Highway Department Employees

AFSCME Local 1743 B

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AGREEMENT

This Agreement entered into this _____ day of _____, 2013, by and between Hutchinson County, a political subdivision of the State of South Dakota, hereinafter referred to as the "County" and Local 1743B, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 1 RECOGNITION

1.0 The County recognizes the Union as the sole and exclusive bargaining agent for all regular and part-time employees of the Hutchinson County Highway Department, excluding the Highway Superintendent and/or any other statutory exclusions.

1.1 The County will not make any agreement with any individual which is in conflict with this Agreement.

ARTICLE 2 HOLIDAYS

2.0 The following holidays shall be recognized and observed as paid holidays for permanent, full-time employees:

New Years Day; Martin Luther King, Jr. Day; President's Day;
Memorial Day; Independence Day; Labor Day; Pioneer Day;
Veterans Day; Thanksgiving Day; and Christmas Day.

2.1 Eligible full time employees shall receive one day's pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on a Friday or Saturday, the preceding Thursday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.

2.2 Employees shall be eligible for pay for the holiday falling within a pay period for which they have received compensation, provided, however, that they have worked the day before and the day after the holiday unless otherwise excused or unless the time is credited to either accrued vacation leave or sick leave.

2.3 Employees entitled to holiday pay shall be paid their hourly rate of pay times the number of hours per day regularly scheduled for the week in which the holiday occurs.

2.4 If any employee works on any of the holidays, he shall be paid time and one-half for all hours worked on such holiday, and shall receive the holiday pay in addition thereto.

2.5 If the holiday falls within the vacation period selected by the employee, the holiday shall not be considered as a part of the vacation period and the employee shall receive in addition to his vacation pay, the pay for the holiday.

2.6 In the event the President of the United States, the Governor of the State of South Dakota, or the Board of Commissioners of Hutchinson County should declare a holiday in addition to those days set forth in Section 2.0, then such holiday shall be celebrated as a paid holiday in addition to those days set forth in Section 2.0 of this article.

ARTICLE 3 VACATIONS

3.0 Eligible full time employees shall begin to earn vacation leave immediately upon employment; however, unless otherwise authorized by the County Commission, no employee shall be able to take vacation leave until they have reached their first annual employment anniversary date (AEA).

3.1 All full time employees shall accrue annual paid vacation at the rate specified below:

Each full time employee (40 hrs/week) shall earn annual leave at a rate of one and one-fourth (1 1/4) days per month (15 working days) for each full year. Each full time employee with ten (10) or more years of continuous service shall earn one and one-half (1 1/2) days per month (18 working days) of annual leave for each full year.

3.2 No employee shall be entitled to take any vacation until the employee has completed one full year of employment with the County, and the employee shall then take the vacation days before the next anniversary date. Anniversary dates shall be used similarly for computing vacation time for subsequent years.

3.3 The rate of vacation pay shall be the employee's regular rate of pay for a forty hour week and shall be taken in increments of no less than one-half (1/2) hour.

3.4 Any employee who is separated from his employment with the County for any reason, shall be compensated in cash for the unused vacation that was accumulated at the time of separation.

3.5 Vacation leave may be carried over beyond the employee's AEA date but not in excess of 250 hours.

3.6 If any employee is on vacation and called in to work for weather related emergency purposes, the vacation time will be extended as needed and this will be detailed on the employee's time sheet but the employee must use the extended vacation time as soon thereafter as possible. This extension must have the approval of the Department Head.

3.7 Regardless of any other provision in this section, no employee will be charged vacation pay in excess of 40 hours for one full week of vacation.

3.8 Vacation may be taken in one-half (1/2) hour increments. The Department Head may grant vacation leave in case of emergency or unforeseen event without prior approval; however, the vacation form must be completed as soon as possible and forwarded to the Auditor's Office.

ARTICLE 4 SICK LEAVE

4.0 Sick leave is to be used only for illness or injury which prevents the employee from performing his regular duties, and for medical, dental or optical examinations or treatment for the employee, the employee's spouse and minor children and handicapped children living in the home, as well as dependent children living in the home up until age 23 and the employee may use such sick leave in any increments needed or required to meet such medical needs or requirements.

4.1 Employees shall from their date of hire accumulate sick leave at the rate of one day per month. The employees shall be limited to a sick leave accumulation of 1,000 hours.

4.2 Employees shall notify their department head, or his representative, as soon as possible when using sick leave. A doctor's certificate shall be required for sick leave in excess of three days. The employee must notify the superintendent within the first hour of his scheduled work day unless physically unable to do so.

4.3 Sick leave may not be accumulated for use as annual leave. Upon retirement, upon his or her death, upon his or her separation in good standing after five years of continuous service, an employee will be paid for 1/3 of his or her accumulated sick leave. An employee terminated for cause will not be entitled to collect accumulated sick leave. Sick leave will be paid at the employee's current hourly rate.

4.4 Sick leave pay will be granted to supplement pay received under Worker's Compensation laws. If an employee is injured on the job and receives Worker's Compensation pay, the County will allow accrued sick leave to be used for this purpose. Sick leave pay will be paid at the employee's straight time rate, but shall be reduced by the amount of compensation received by the employee each day from Worker's Compensation. When sick leave pay is used to supplement Worker's Compensation benefits to provide the employee with the normal daily wage, the sick leave hours used will be deducted from the accrued sick leave hours, until the accrued hours are exhausted.

4.5 Maternity leave will be granted as set out in the employee handbook, revised June 1, 1993.

ARTICLE 5 ACCIDENT LEAVE

5.0 Employees are eligible for an additional maximum of 40 hours of "accident leave pay" at the regular hourly rate because of an accident that happens under the following conditions:

- A. The accident must occur while the employee is on the job or is operating in County owned equipment while traveling directly to or from work.
- B. The accident must be immediately reported to the department head.
- C. The additional accident leave pay must be authorized by the department head.
- D. During any period of time when accident leave is being used, there shall be no claim for any other type of paid leave including Worker's Compensation except if the accident leave allowance in a particular day does not result in the employee being paid for a full day's work.

**ARTICLE 6
INSURANCE AND PENSION**

6.0 Regular full-time employees are eligible to participate in the Hutchinson County Hospitalization plan. The County will pay up to \$470 per month for employee coverage. Premium costs in excess of that amount will be paid by the employee. Dependent coverage premium costs will be paid by the employee. All insurance applications are effective the first working day of employment.

6.1 If there is any change made by the County employees as to the carrier of either insurance or pension benefits that results or would result in any reduction of benefits presently enjoyed by the employees, shall have the right to drop out of such plan on the next premium anniversary date.

**ARTICLE 7
LEAVES OF ABSENCE**

7.0 Employees shall be allowed a leave of absence for up to one month's duration for personal or medical reasons with the prior approval of the department head. Any leave of absence longer than one month shall require the prior approval of the County Commission, who retains the right to deny leave if, in the County's opinion, the leave is unjustified or would cause an undue hardship on the County's operations. All leaves of absence must be requested in writing. Requests for leaves due to medical reasons must be accompanied by a physician's note. All such leaves will be unpaid. However, if an employee has accrued sick or vacation leave, that time must be used as part of the leave of absence.

7.1 Employees, while on any leave of absence not exceeding one month, paid or unpaid, shall continue to accrue seniority as though they were working and shall be returned to the position held at the time the leave of absence started when they return if the employee is still physically qualified and able to perform the work. Employees on leaves of absence longer than one month will not continue to accrue seniority.

7.2 Seniority will normally terminate and the employee will be discharged from employment if he or she has not returned from leave after six months or the length of the employee's employment, whichever is less.

7.3 Three days' paid leave of absence shall be given to employees in the event of the death, or serious illness, of an immediate family member, such as a spouse, parent, child, brother, sister, or grandparent. The employee shall notify the department head of the intended leave as soon as possible. With the permission of the department head, vacation time may be used to supplement leave of absence for death or serious illness of the family members.

7.4 Employees who are summoned for jury duty shall receive their regularly scheduled pay, but any money received for serving on the jury will be immediately returned to the County, except any mileage or expenses reimbursement may be retained by the employee.

7.5 The County will comply with all applicable state and federal laws concerning military leave.

ARTICLE 8 HOURS OF WORK

8.0 The work week shall consist of four consecutive ten hour days, Monday through Thursday, starting at 7:00 a.m. to 5:30 p.m.

8.1 In an emergency, work schedules can be changed by the highway superintendent in a manner that, in the superintendent's judgment, will cause the least inconvenience to the employees involved.

8.2 The regular hours of work each day shall be consecutive except that they shall be interrupted by a lunch period of one half hour, and two 15 minute breaks, one in the morning and one in the afternoon.

ARTICLE 9 WAGES

9.0 Each employee shall be given a raise of one dollar per hour (\$1.00) per hour effective as of January 1, 2014, added to the employee's present wage rate.

ARTICLE 10 CALL IN PAY

10.0 Any employee called to work outside of the employee's regularly scheduled work hours shall be paid at one and one-half times their regular rate of pay, with a minimum of two hours pay.

**ARTICLE 11
OVERTIME**

11.0 In accordance with the Fair Labor Standards Act, county employees, with the exception of executive, administrative, or professional workers, will receive either overtime pay or compensatory time for hours worked in excess of 40 hours per week. Overtime pay will be equal to one and one-half times an employee's current hourly wage. Compensatory time will be equal to one and one-half times the number of hours worked over 40 hours in a week. The decision to authorize compensatory time will be made by the department head but shall then be used only at the election of the employee.

11.1 At no time may an employee accumulate more than 36 hours of compensatory time off (or 24 hours of overtime worked at time and a half). Unless otherwise authorized by the department head, compensatory time shall be used within 30 calendar days from the date the overtime occurred. At the end of each calendar month, an employee with unused compensatory time will be reimbursed for the time at the overtime pay rate.

11.2 Overtime shall be distributed as equally as possible.

11.3 There shall be no pyramiding of overtime by any employee for any time worked, regardless of any other provision herein contained.

**ARTICLE 12
LONGEVITY PAY**

12.0 Length of service shall be the full number of years of service as of January 1st, (or the first working day of the new year), annually. Fractions of a year of service shall not be considered. Years of service shall be continuous years of service. Any questions of eligibility shall be determined by the department supervisor.

12.1 Longevity pay shall be paid annually in a separate check issued about the first of December. This shall apply to permanent full-time employees only.

12.2 The amount of the longevity payment shall be according to the following formula:

YEARS OF SERVICE	ANNUAL PAYMENT
0 - 5	None
6 - 10	\$ 50.00
11 - 15	\$100.00
16 - 20	\$150.00
21 - 25	\$200.00
26 - 30	\$250.00
Over 31	\$300.00

**ARTICLE 13
TARDINESS AND TIME CARDS**

13.0 All employees shall personally punch in and punch out on a time clock provided at the place of employment. The county time clocks shall be the "official time", which shall be used to determine when the workday begins and ends. Any employee who reports late to work is considered tardy. Absences or tardiness will authorize leave without pay. The following time intervals shall be used to determine dockage in pay:

0 to 7 minutes inclusive	no dockage
8 to 22 minutes inclusive	1/4 hour docked
23 to 37 minutes inclusive	1/2 hour docked
38 to 52 minutes inclusive	3/4 hour docked
53 to 60 minutes inclusive	1 hour docked

13.1 Employees' time will be rounded to the nearest quarter hour on a daily basis. Unless approved by the Department Head, employees are not to clock in or begin working more than seven (7) minutes prior to the beginning of the work day or punch out or continue working more than seven (7) minutes after the end of their work day.

13.2 Handwritten time because of a failure to punch in or out will result in discipline up to or including termination if such errors become excessive.

13.3 Employees should notify the department head if he or she finds he or she will be late.

13.4 Employees shall punch in no sooner than seven (7) minutes prior to the beginning of the workday.

13.5 Employees are required to sign their time cards at the end of each pay period. All department heads are required to review and sign their employees' time cards prior to submitting them to the County Auditor.

**ARTICLE 14
FAMILY AND MEDICAL LEAVE**

14.0 Eligible employees, as defined in the most current copy of the County's Employee Handbook, will be allowed leave under the Family and Medical Leave Act.

14.1 The employee shall have the right to use any paid leave that he has to gain compensation during a period of time in which he is absent under the Family and Medical Leave Act.

14.2 During the FMLA leave, the employee shall remain on the seniority list and continue to accrue seniority.

**ARTICLE 15
SENIORITY**

15.0 Each employee of the County shall be hired on a temporary basis for a probationary period of 180 calendar days. On completion of this period of probation, the employee shall be considered a regular employee.

15.1 Whenever the term "seniority" is used in this Agreement, it is understood the term also includes the employee having the ability and qualifications to perform the job assigned.

15.2 All full-time employees hired by the County, even though on a probationary status, shall be entitled to receive the County health insurance plan, County retirement plan, sick leave and paid holidays from the date of hire.

15.3 The County shall keep a seniority list up to date at all times and will post an up to date seniority list on the bulletin board on regular occasions.

15.4 A "probationary employee" shall be subject to lay off or termination without notice. The probationary employee shall not have the right to use the grievance procedure for any purpose, including lay off or termination.

15.5 After probation, employee's seniority shall be computed from the first day of the employee's hiring.

**ARTICLE 16
LAY OFFS**

16.0 In the event of a lay off, all part time and/or seasonal employees shall be laid off before any permanent employee is laid off if the remaining employees are able to perform the job assignments.

16.1 In the event of a lay off, an employee with the least seniority shall be laid off first, unless the remaining senior employee or employees do not possess the ability and fitness to perform that employee's job, with minimal instruction. Recalls shall be in the reverse order of lay offs with the same qualification. No new employees shall be hired until all laid off employees are recalled in the position of any laid off employees, if any laid off employee had previously performed the open job or had the ability and fitness to perform the open job with minimal instruction. The employee to be laid off shall be given 10 working days written notice of the lay off.

**ARTICLE 17
GRIEVANCE PROCEDURE**

17.0 Definitions. As used in this regulation, the following words shall mean the described meaning:

- A.** Grievance - an alleged violation, misrepresentation, or inequitable regulation, of the County Commissioners or any county office, application of an existing agreement, contract, resolution, policy, or rule.
- B.** Grievance Procedure - the procedures set out by this regulation.
- C.** County Office - any office under the supervision of the County Commissioners or of any elected county officer.
- D.** Department Head - the county officer in charge of the employee's office. Where applicable, it also refers to the Board of County Commissioners.

17.1 Procedures. Effective January 1, 1996, all employees' grievances will be handled in the manner set out by this regulation. Failure to follow this grievance procedure will result in the grievance being dismissed with prejudice.

Step One: The employee will discuss the grievance with his department head. If the grievance is of a non-recurring nature, this step must be taken within 20 calendar days of the event leading to the grievance unless the employee is physically or mentally unable to meet this deadline.

Step Two: If the grievance cannot be reconciled through Step One to the employee's satisfaction within seven calendar days from the time the grievance is originally presented to his/her department head, the employee shall present him/her with a written grievance which shall state specifically the event(s) causing the grievance, all actions taken by the employee to resolve it, and the action the employee desires the employer to take.

Step Three: The Department Head shall resolve the grievances if he/she is able to and if he/she feels it is justified. If the department head cannot resolve it within seven calendar days from receipt of the written grievance statement, he/she shall present it to the Board of County Commissioners for discussion at its next regularly scheduled meeting.

Step Four: The Commissioners shall render a decision on the grievance at the meeting in which it is presented. The Commissioners may postpone a decision to the next regularly scheduled meeting if additional information, discussion or legal advice is needed. This step shall be completed in 31 calendar days, or less.

Step Five: In the event the matter is still not settled, either party may, within 30 days after the reply of the Commissioners in Step Four, submit the matter to the South Dakota Department of Labor, Division of Labor and Management for resolution pursuant to the provisions of SDCL 3-18-15.2.

17.2 The burden of proof in this procedure shall be on the grievant, as well as the burden of proceeding except in discharge cases. The grievant will have to furnish the evidence necessary to prove any contested facts except in discharge cases.

17.3 This procedure is for the benefit of the individual employees only. It may not be used by a non-employee (including former employees who have resigned, retired, or have been dismissed), nor by employee associations or by labor unions, although employee associations and/or labor representatives may participate on behalf of the grieving employee.

17.4 An employee who has been dismissed, shall be entitled to a hearing at the next regular Commissioners meeting following dismissal. Written notice of a request for a hearing shall be given to the Auditor at least three working days prior to the meeting. Such hearing shall be conducted in executive session with the dismissed employee; the department head; and at the option of the Commissioners, the States Attorney present. The hearing may be adjourned from time to time. If the employee wishes to have a union representative present, or an attorney, the employee must notify the Commissioners, who may then reschedule the hearing to a time when the States Attorney can be present to advise the Board. Both sides may call sworn witnesses. The Commissioners' final decision shall be entered into the minutes of the meeting.

ARTICLE 18 DISCIPLINARY ACTIONS

18.0 **Disciplinary Action - Cause.** Any positive action which brings public discredit upon the County or is a direct hindrance to the effective performance of Hutchinson County functions may be considered cause for disciplinary action. However, disciplinary action may be based upon cause other than these listed herein:

- A. Use of narcotics or alcoholic beverages on the job or habitual use off the job to the point of causing the employee to be incapable of properly performing job duties.
- B. Conviction of a felony or misdemeanor involving moral turpitude.
- C. Insubordination or any refusal to follow direct orders or established procedures.
- D. Demonstrated incompetence or inability to perform the duties of the job after warning by supervisor.
- E. Gross negligence in the use, care and/or handling of county property which causes damage to the property or to the employee or another individual.
- F. Willful, not inadvertent violation of any published and in force Hutchinson County rule of conduct or regulation.
- G. Conviction of attempting to induce any employee of the County to commit an illegal act or to commit a willful violation of official regulation.
- H. Solicitation or receipt of any fee, gift, or thing of value in the course of work when such fee, gift, or valuable item is given in the hope of expectation of receiving a favor or special treatment.

- I. Use of attempted use of political influence or bribery to secure an advantage in a position appointment or a promotion.
- J. Absence from duty without leave: failure to report after leave of absence had ended or been disapproved or revoked and canceled by the department head.
- K. Habitual unexcused lateness in reporting to work.
- L. Bringing non-prescriptive prohibited drugs or narcotics and/or alcoholic beverages, including open beer and wine containers, onto county property during working hours.

18.1 **Disciplinary Action - Reprimand:** The department head may reprimand an employee for willful violation of work rules or other conduct prohibited herein. Such reprimand will be in writing and addressed to the employee. A signed copy will be placed in his/her personnel folder.

18.2 **Probation:** The department head may place an employee on probation for a period of time not to exceed 60 calendar days for failure to perform job duties adequately. A written notice of such action will be issued from the department head, but may be removed from the employee's personnel file after one year.

18.3 **Suspension:** The department head may suspend an employee without pay, for cause, for a period or periods not to exceed 60 calendar days in any 12 month period; no suspension will be for more than 30 calendar days. The department head will notify the employee in writing no later than one day prior to the day suspension is to be made effective. A copy of the written notification will be placed in the employee's folder and will also be submitted to the County Commission. The employee may address a written appeal to the department head within 10 days. A copy of the appeal and the decision on the appeal will be made in three days and placed in the employee's personnel folder.

18.4 **Dismissal:** The highway superintendent may dismiss for cause of any employee by delivering a written statement of reasons to the employee concerned, with a copy to be placed in the personnel file and a copy given to the County Commission.

ARTICLE 19 DISCRIMINATION

19.0 There shall be no discrimination by the County or by the Union against any employee or applicant for employment because of race, sex, color, national origin, religion, age, any other protected characteristic under applicable local, state or federal law or because of union activity or membership, or because of an employee's non-union status or refusal to engage in union activity.

19.1 Both parties fully subscribe to and will actively cooperate with the intent of all applicable presidential executive orders relating to discrimination.

ARTICLE 20 SAFETY

20.0 The County shall attempt to provide a safe workplace for all employees at all times. Nothing shall imply that the Union has undertaken or assumed any portion of that responsibility.

20.1 No employee shall be required to operate equipment when that equipment might cause injury to the employee or a third party. No employee shall be subject to disciplinary action by reason of the employee's failure or refusal to operate or handle any unsafe piece of equipment or work in any unsafe work situation. If it is later proven that the employee's objection was not legitimate, then this paragraph would not prevent the employee from being disciplined for insubordination.

20.2 It is the obligation of any employee to immediately contact the Superintendent, or in his absence, the County Commissioner, to report any equipment or condition that appears to be unsafe for authorization to proceed with operations.

ARTICLE 21 SEXUAL HARASSMENT POLICY

21.1 It is and has been the policy of Hutchinson County to prohibit all sexual harassment, verbal or physical, of our employees by their fellow employees, supervisors and non-employees (such as vendors). The purpose of this policy is not to regulate our employees' personal morality; rather, it is simply to ensure that no employee of this country is ever forced to endure unwelcome sexual advances of any kind.

21.2 While Hutchinson County recognizes that it is not easy to define precisely what constitutes sexual harassment in all cases, the county does recognize the following activities as forms of sexual harassment:

- A. Unwelcome sexual advances;**
- B. Requests for sexual favors;**
- C. Other verbal or physical conduct of a sexual nature such as uninvited touching or sexually-related comments.**

21.3 Hutchinson County also recognizes that there is little we can do to remedy sexual harassment if we do not know it is taking place. The County urges victims to bring any instances of sexual harassment to the immediate attention of the Board of County Commissioners. The Board will take appropriate disciplinary action, up to and including discharge, in cases where the investigation concludes that a violation of this policy has occurred. The Board also assures all employees freedom from retribution in such cases, and every attempt will be made to keep any such complaints strictly confidential.

ARTICLE 22 DRUG-FREE WORKPLACE POLICY

22.0 It is the policy of Hutchinson County to create and maintain a drug-free environment in the workplace, as required by the Drug-Free Workplace Act of 1988. The use of controlled substances, as identified in Schedules I through V of Section 202 of the Federal Controlled Substance Act, subjects all employees and visitors to our facilities to an unacceptable safety risk, undermines the County's abilities to operate effectively and efficiently, and is inconsistent with the professional and responsible behavior we expect of employees. Therefore, the employees of Hutchinson County are strictly prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, sale and/or use of a controlled substance in the workplace or while conducting county business off the county's premises. Such unlawful conduct is also prohibited during nonworking time to the extent that it impairs, by objective criteria, the employee's ability to perform his or her job.

22.1 In order to educate the employee about the dangers of drug abuse, the county has established a drug-free awareness program. Periodically, employees will be required to attend informational sessions during which the dangers of drug abuse, the county's policy regarding drugs, the availability of counseling and the county's employee assistance plan will be discussed.

22.2 Employees, who are convicted of offenses involving controlled substances in the workplace, including employees who plead guilty resulting in a suspended imposition of sentence, must inform their department head (who will in turn inform the Personnel Office) within five days of their conviction or plea. Employees, who violate any aspect of this policy, are subject to disciplinary action, upon to and including termination. Such employees may be required, at the discretion of the County, to participate in and successfully complete a drug abuse treatment or rehabilitation program as a condition of continued employment.

**ARTICLE 23
OUTSIDE EMPLOYMENT**

23.0 Employees shall not engage in any outside employment activity or enterprise which is inconsistent or incompatible with employment by the Hutchinson County and their particular department or which has the effect of reducing their work efficiency.

**ARTICLE 24
TRAVEL**

24.0 An expense account is provided by Hutchinson County for use of authorized personnel to carry on the business of Hutchinson County. Travel shall be done pursuant to the regulation found in the Hutchinson County Personnel Practice and Procedures Handbook, dated May 18, 1993.

**ARTICLE 25
CONDUCT OF UNION AFFAIRS**

25.0 The County agrees that during non-working time Union members shall be allowed to post Union notices and stewards shall be allowed to process grievances with employees during the employee's non-working time.

25.1 The County agrees that a bargaining representative of the Union shall have reasonable access to the premises of the County to meet with the members of the bargaining unit at non-working times, and in such manner as not to interfere in any manner with their work schedule.

25.2 The County will provide a bulletin board in each county shop which may be used for notice of Union election and appointments, results of elections and notices of Union meetings. All other Union notices or any other material that the Union wishes to post upon the board must be submitted first to management for written approval prior to being posted.

25.3 Members of the Union elected to attend a function of the Union, such as an educational conference and convention, shall be granted vacation, comp-time or unpaid leave of absence if the employee so desires in order to attend such convention if it does not interfere with the operation of the Department.

**ARTICLE 26
ALTERATION OF AGREEMENT**

26.0 No agreement alteration, understanding, variation, waiver or modification or any terms or conditions or covenants contained herein shall be made by any employee or group of employees with the County, unless such agreement is made and executed in writing between the parties to this contract.

26.1 Any and all rights and privileges enjoyed by the employee prior to this agreement will not be denied to them because of the execution of this agreement, unless the parties, through collective bargaining, mutually agree to change or have specifically waived any of these privileges, except as contained in Article 25.

26.2 A. Except as otherwise provided in this Agreement, nothing shall be deemed to limit the County, in any way, in the exercise of its customary functions of management, including the right to make such rules and regulations as the County considers necessary for the orderly and efficient conduct of its business, provided they do not conflict with any provision in the contract between the parties.

B. The County shall continue to have the right to determine job content, the number of employees needed for any particular job, and any job duties required to be performed by employees in any particular job.

C. The County may continue to work share with other counties or subcontract work on a temporary basis, as in the past.

D. Upon the decision by the South Dakota Supreme Court in the matter of *AFSCME Local 1743 v. BonHomme County* and *AFSCME Local 169 v. Kingsbury County* on Management Rights, either party has the right to reopen the contract within sixty (60) days of that decision to negotiate new Management Rights language consistent with that decision.

**ARTICLE 27
SAVINGS CLAUSE**

27.0 If any section, paragraph, sentence, clause, phrase, or other part of this Agreement is determined, or declared to be contrary to, or in violation of, any State or Federal Law, the remainder of this Agreement shall not thereby affected or invalidated and the invalidated section shall be renegotiated for amendment to this contract if legally possible.

**ARTICLE 28
ZIPPER CLAUSE**

28.0 Any prior, oral or written understanding, whether by past custom and practice which violates this contract is null and void.

**ARTICLE 29
WAIVER**

29.0 The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties for the life of this Agreement, waive the right and each party agrees that the other shall not be obligated, except as provided in this Agreement, to bargain collectively with respect to any subject or any matter referred to or covered in this Agreement. Further, each agrees that the other shall not be obligated to bargain collectively with respect to any agreement or matter not specifically referred to and covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any of the parties at the time this Agreement was negotiated and signed.

**ARTICLE 30
COUNTY EMPLOYEE HANDBOOK**

30.0 Except as added, excluded or modified herein, all of the provisions of the Hutchinson County employee handbook shall apply to and be binding upon the parties to this Agreement.

**ARTICLE 31
CHECKOFF**

31.0 Upon written request to the County Auditor of Hutchinson County, by employees, payroll deductions for monthly Union members' dues shall be made by the County once each month. This provision shall remain in affect during the term of this agreement and any employee desiring to withdraw his authorization for payroll deductions must do so within fifteen (15) days notice in advance of the anniversary date of this agreement, or its termination date, by written notice sent to the Hutchinson County Auditor and the Union.

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

31.2 Any changes in the amount of dues to be withheld by the County shall be furnished to the Hutchinson County Auditor, in writing, by the Union. This notice shall be submitted to the County Auditor at least fifteen (15) days in advance of such change.

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

ARTICLE 32
DURATION

32.0 This Agreement shall be effective the 1st day of January, 2014 and shall remain in full force and effect until December 31, 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than June 1 that it desires to modify, or renegotiate this Agreement. In the event that such notice is given, negotiations shall begin not later than July 1. This Agreement shall remain in full force and effect during the period of negotiations or until otherwise mutually terminated thereafter, in writing, by the parties.

32.1 This Agreement may be reopened in years two, three, four, and five for insurance, wages, and one other subject. Such re-opener must be made in writing, to the other party, no later than June 1st, of the respective years.

Dated this 3rd day of Sept., 2013.

HUTCHINSON COUNTY

By: Jerome E Hoff

LOCAL 1743B, AMERICAN
FEDERATION OF STATE,
COUNTY and MUNICIPAL
EMPLOYEES, AFL-CIO

By: Robert Hob