

2017

AGREEMENT

BETWEEN

AFSCME LOCAL 2488 A
CODINGTON COUNTY
HIGHWAY DEPARTMENT EMPLOYEES

AND

CODINGTON COUNTY, SOUTH DAKOTA

INDEX

	Page
ALTERATION OF AGREEMENT	19
APPENDIX A (Watertown Rec Center)	22
CALL IN PAY	13
CHECKOFF	19
CONDUCT OF UNION AFFAIRS	20
DISCIPLINARY ACTIONS	17
DISCRIMINATION	18
DURATION	21
FAMILY AND MEDICAL LEAVE	12
FUNERAL AND EMERGENCY LEAVE	7
GRIEVANCE PROCEDURE	15
HOLIDAYS.....	3
HOURS OF WORK.....	10
INSURANCE AND PENSION	7
LEAVES OF ABSENCE	8
MANAGEMENT/EMPLOYEE RIGHTS	3
OUT OF CLASS PAY	13
OVERTIME	14
RECOGNITION	3
SAFETY	18
SAVINGS CLAUSE.....	19
SENIORITY	15
SICK LEAVE	5
STANDBY	13
VACATIONS	4
WAGES	10

AGREEMENT

This agreement entered into this ____ day of _____, 2016 but effective January 1, 2017, by and between Codington County, a political subdivision of the State of South Dakota, hereinafter referred to as the "County", and Local 2488 A, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I RECOGNITION

Section 1.0 The County recognizes the Union as the sole and exclusive bargaining agent for all employees of the Codington County Highway Department, excluding the Highway Superintendent, Assistant Superintendent and Office Coordinator.

Section 1.1 The County will not aid, promote or finance any other group or organization which purports to engage in collective bargaining or make any agreement with any individual, group or organization for the purpose of undermining the Union or which is in conflict with this agreement.

ARTICLE II MANAGEMENT RIGHTS/EMPLOYEE RIGHTS

Section 2.0 It is understood and agreed by the parties that the Employer possesses the sole right to operate the agency so as to carry out its statutory mandates and all management rights repose in the Employer unless specifically modified by this agreement; likewise, all rights guaranteed to the employee and union by law are retained unless specifically modified by this agreement.

Section 2.1 The exercise of management rights shall not be used for the purpose of undermining the Union or discriminating against any employee.

ARTICLE III HOLIDAYS/PERSONAL LEAVE

Section 3.0 The following holidays shall be recognized and observed as paid holidays:

New Years Day; Martin Luther King, Jr. Day (third Monday in January); President's Day; Memorial Day; Independence Day; Labor Day; Native Americans Day (second Monday in October); Veterans' Day; Thanksgiving Day; and Christmas Day.

Section 3.1 Eligible employees shall receive eight (8) hours 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 Saturday, the preceding Friday shall be observed as the holiday. During the four ten hour day schedule, when a holiday falls 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.

Section 3.2 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, sick leave or workers compensation leave.

Section 3.3 When a holiday occurs during the four day, ten hour per day work schedule, employees shall be allowed to use two hours vacation, two hours comp time, or work two extra hours in the same week to supplement holiday pay.

Section 3.4 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.

Section 3.5 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 or an additional day off with pay.

Section 3.6 In the event the President of the United States, the Governor of the State of South Dakota, or the Board of Commissioners of Codington 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.

Section 3.7 Eligible employees shall receive eight (8) hours of personal leave per calendar year. The leave shall not carry over nor be turned in for cash pay out at the end of the year. Personal Leave may be used at the discretion of the employee in one (1) hour increments with authorization of the supervisor. Personal Leave shall be prorated for new hires during the calendar year.

ARTICLE IV
VACATIONS

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

First year	4 hours per month
After one year of employment	8 hours per month
After ten years of employment	12 hours per month

No employee shall be entitled to take any vacation until he has completed six (6) full months with the County.

Section 4.1 The rate of vacation pay shall be the employee's regular rate of pay times the number of hours that would have been worked had the employee not been on vacation.

Section 4.2 Vacation shall be granted at the time requested by the employee. Vacation leave must be scheduled with the highway superintendent at the earliest possible time prior to the use of such leave. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority shall be given his choice of vacation period. Vacations may be taken in one-half (1/2) hour increments.

Section 4.3 Any employee who is separated from the service of the County for any reason prior to the taking of his vacation shall be compensated in cash for the unused vacation he had accumulated at the time of separation. Reimbursement for vacation leave will be at the employees' salary rate per their last day of employment.

Section 4.4 Vacation hours not used during the calendar year in which they are earned may be carried over into successive years. Employees with under 10 years seniority may accrue a maximum of 192 hours vacation leave. Employees with 10 years or more seniority may accrue a maximum of 288 hours vacation leave.

Section 4.5 Any hours above the maximum accrual allowed will be lost if not used on a timely basis.

Section 4.6 When an employee's vacation time falls on a holiday, such time is not to be subtracted from the employee's vacation leave balance.

ARTICLE V
SICK LEAVE

Section 5.0 Sick leave is to be used only for illness or injury which prevent the

employee from performing his regular duties, or under any provisions of the Family and Medical Leave Act, and for medical, dental or optical examinations or treatment, and may use such sick leave in one-half (1/2) hour increments needed or required to meet such medical needs or requirements.

Section 5.1 Employees shall from their date of hire accumulate sick leave at the rate of eight (8) hours per month. Sick leave benefits not used during the calendar year in which they are earned may be carried over and used during the succeeding calendar years. Employees may accumulate up to 960 hours of sick leave.

Section 5.2 Employees shall notify their department head, or his representative, as soon as possible when using sick leave. A doctor's certificate may be required for sick leave in excess of five (5) continuous days. However, the supervisor may require a physician's statement after one day with sufficient cause.

Section 5.3 During the term of this agreement there shall be established a sick leave bank which will be administered as follows:

- (a) Participation in the sick leave bank shall be voluntary.
- (b) Only those people who contributed to the bank may draw from the bank.
- (c) That no employee may become a member of the bank until they have completed one (1) month of employment at which time they may draw a maximum of two (2) days from the bank. After one (1) year's employment an employee may draw the maximum.
- (d) Each Highway Department Employee will contribute one (1) day to the bank each year.
- (e) No one individual may receive more than eighty (80) hours from the bank in any calendar year.
- (f) All time granted from the bank must be approved by a panel made up of two (2) Highway Department employees and two (2) County Commissioners or their designees. A physician's statement may be requested.
- (g) Before any employee may draw from the bank, he must use up all of his sick leave.
- (h) Once an employee contributes a day to the bank, that day will be removed from his record and become the property of the sick leave

bank.

- (i) Sick leave bank total shall accumulate to eight hundred (800) hours. No more hours shall be added until the bank is depleted to four hundred (400) hours except for new participants who shall contribute for four years regardless of the total number of hours in the bank.

Section 5.4 Sick leave pay will be granted to supplement pay received under Worker's Compensation laws. If an employee, injured on the job, qualifies for Worker's Compensation pay, the County will allow sick leave for the extent of the injury up to the maximum number of days accrued to the employee. Sick leave pay will be at the employee's straight time rate, forty (40) hours per week, less the amount received by the employee per week from Worker's Compensation. When sick leave pay is used to supplement Worker's Compensation benefits, the County will deduct the number of hours of sick leave necessary to proportionately pay the difference between salary and worker's compensation benefits.

Section 5.5 The County shall treat Maternity Leave the same as any other temporary disability.

Section 5.6 In the event the employee retires or terminates employment at a time when they would be eligible, by age 60 or under the provisions of the SDRS, he/she is eligible for pay out of ten per cent (10%) of accumulated sick leave up to a maximum of eighty (80) hours.

ARTICLE VI FUNERAL AND EMERGENCY LEAVE

Section 6.0 Employees will be granted up to five (5) days off with pay in case of a death in the employee's immediate family. The immediate family is identified as spouse, child, step child, parent (for employee and employee's spouse), sibling (for employee and employee's spouse) and grandchildren. Employees will be granted three (3) days off with pay for the death of a grandparent (for employee and employee's spouse), in-laws, nieces and nephews (for employee and employee's spouse), aunts and uncles (for employee and employee's spouse). Employees will be granted one (1) day of paid funeral leave if the deceased was a member of the family, but not listed above, such as anybody that lived in the family household and a significant other.

Section 6.1 Employees shall be granted one (1) day funeral leave to be a participant in a funeral.

Section 6.2 Employees may use accrued sick leave up to forty (40) hours per year to be used in case of emergency illness or surgery in the immediate family. For the purpose of this section immediate family shall be: spouse, children,

mother, father, brother or sister.

ARTICLE VII
INSURANCE AND PENSION

Section 7.0 The County and the Union agree to the continuation of the present health insurance benefit plan and the present County retirement plan. As to the retirement plan the County and the Union agree that their present ratio of contribution to such plan shall continue as is. As to the health insurance benefit plan the County and the Union agree that the County shall pay one hundred per cent (100%) of the premium for employee coverage and fifty per cent (50%) for employee dependent coverage.

Section 7.1 The County will not make any change in the health insurance carrier or coverage without negotiations with the Union. If during the term of this agreement, the health insurance premium increases 15% or more in a year, the County or the Union may open negotiations on health insurance only.

Section 7.2 Any employee who leaves the employ of the County due to layoff shall receive the benefits prescribed in sections 6.0, 6.3 and 6.4 for the period of three (3) months from the day in which the leave occurs. Thereafter if the employee chooses to remain under the County coverage they will be required to pay the full premium cost of the insurance coverage, and may participate up to the maximum limits allowable by law.

Section 7.3 The County shall provide each employee with a \$25,000.00 life insurance policy at no cost to the employee.

Section 7.4 The County shall provide dental insurance with benefits that are equal to or greater than those now in effect. The County shall pay one hundred per cent (100%) of the premium for employee coverage and fifty percent (50%) of the premium for employee dependent coverage.

Section 7.5 To promote and encourage savings for retirement, the County agrees that if an employee desires to participate in the South Dakota Retirement System Supplemental Retirement Fund or PEBSICO, the County will make a contribution as follows:

Employee Contribution	County Contribution
\$20.00 or more	\$10.00
\$30.00 or more	\$15.00
\$40.00 or more	\$20.00

ARTICLE VIII
LEAVES OF ABSENCE

Section 8.0 Employees shall be eligible for leave of absence without pay for up to one month duration with prior approval from the Department Head. Any leave of absence longer than one month shall require the prior approval of the County Commission. Leaves of absence shall not be denied without good cause.

Section 8.1 Employees while on leave of absence shall accrue seniority and benefits and employees shall be returned to the position they held at the time the leave of absence was granted when they return from the leave of absence for leaves of thirty (30) days or less. Leaves longer than thirty (30) days shall be decided on a case by case basis.

Section 8.2 Employees who are summoned for jury duty or if subpoenaed to testify in court during assigned work hours shall receive their regular pay. Any juror fees received for serving on the jury will be returned to the county. Mileage and expenses reimbursement shall be retained by the employee.

Section 8.3 Any employee who is a duly qualified member of any Reserve Component of the United States Armed Forces shall be entitled to receive military training with the armed forces of the United States and shall be entitled to a leave of absence from county work for a period not to exceed ten (10) work days, in any one military fiscal year. At the conclusion of such service, the employee shall be entitled to return to county employment without loss of status, pay, or seniority, provided the employee is still able to perform the duties of the county position. The employee shall give the Department Head at least thirty (30) work days notice of the need for Military Training Leave prior to the time of the leave. The employee must return to the county position immediately upon being relieved from such military service and not later than the time herein limited for such unless prevented from so returning by physical or mental disability or other such cause not due to the employee's own fault, or unless the employee is required by proper authority to continue in such military service beyond the time herein limited for military training leave. The employee will not be paid by the county during the military service period. The period of military service will be counted as full service with the County for the purpose of accruing leave.

Section 8.4 Any employee who enlists or is called into Active Duty for the military service or the United States or who, in time of national emergency, voluntarily enlists for active duty shall be granted military leave for the time necessary to permit completion of the military service.

In order to have re-employment rights, a person leaving active duty in the military service of the United States must apply to the county for re-employment within 90 days after his/her separation from active duty, or within 90 days after his/her release from hospitalization continuing after such separation for not more than

one year. This applies to inductees and enlistees, as well as to reservists and National Guard members performing full active duty, as opposed to initial duty for training, or active or inactive duty training, or other active duty where different re-employment rights are defined by Federal Statute.

Section 8.5 Any employee who requests a leave of absence because of official Union business shall receive an unpaid leave of absence not to exceed one (1) month per year.

ARTICLE IX
HOURS OF WORK

Section 9.0 The work week shall begin at 12:00 A.M. Monday and end at 11:59 P.M. Sunday. From November 1 to April 30 the work week shall consist of five (5) consecutive eight hour days, Monday through Friday, 7:30 A.M. to 4 P.M. From May 1 to October 31 the work week shall consist of four (4) consecutive ten hour days, Monday through Thursday, 7 A.M. to 5:30 P.M.

Section 9.1 The regular hours of work each day shall be consecutive except that they shall be interrupted by a lunch period of one-half (1/2) hour, and two paid fifteen (15) minute breaks, one in the a.m. and one in the p.m. The lunch period may be unpaid.

Section 9.2 Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the County.

ARTICLE X
WAGES

Section 10.0 The following Wage Rates shall be effective January 1, 2017:

Highway Maintenance Worker II (Straight Truck Driver)

	Hourly Rate
Entry Level	\$17.47
6 Months	\$18.04
1st Anniversary	\$18.57
2nd Anniversary	\$19.20
3rd Anniversary	\$19.82
4th Anniversary	\$20.45
5th Anniversary	\$21.14
6th Anniversary	\$21.46
7th Anniversary	\$21.78
8th Anniversary	\$22.10
9th Anniversary	\$22.43

10th Anniversary \$22.77

Highway Maintenance Worker III (Heavy Equipment & Blade Operators)

	Hourly Rate
Entry Level	\$18.04
6 Months	\$18.57
1st Anniversary	\$19.20
2nd Anniversary	\$19.82
3rd Anniversary	\$20.45
4th Anniversary	\$21.14
5th Anniversary	\$21.85
6th Anniversary	\$22.18
7th Anniversary	\$22.51
8th Anniversary	\$22.85
9th Anniversary	\$23.19
10th Anniversary	\$23.54

Mechanic

	Hourly Rate
Entry Level	\$18.04
6 Months	\$18.57
1st Anniversary	\$19.20
2nd Anniversary	\$19.82
3rd Anniversary	\$20.45
4th Anniversary	\$21.14
5th Anniversary	\$21.85
6th Anniversary	\$22.18
7th Anniversary	\$22.51
8th Anniversary	\$22.85
9th Anniversary	\$23.19
10th Anniversary	\$23.54

Section 10.1 If a general county-wide wage increase greater than provided herein is granted to Codrington County department heads, assistant department heads, or elected officials during the term of this agreement, the Highway Department employees shall receive the same increase. Wage adjustments made as a result of salary surveys, labor availability, legal mandates, or increases provided to a specific position classification shall not be considered a general wage increase.

Section 10.2 It is agreed that if the U.S. City Average of the Consumer Price

Index as determined by the U.S. Department of Labor, Bureau of Labor Statistics exceeds 4% for the twelve month period ending each June 30 of this agreement, then the Union may request that the contract be reopened for negotiations on wages only.

Section 10.3 In addition to the above wage rates the employee shall receive longevity pay annually paid in the month of December according to the following schedule:

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>	<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
6	\$100.00	16	\$240.00
7	\$100.00	17	\$255.00
8	\$100.00	18	\$270.00
9	\$100.00	19	\$285.00
10	\$100.00	20	\$400.00
11	\$110.00	21	\$420.00
12	\$120.00	22	\$440.00
13	\$130.00	23	\$460.00
14	\$140.00	24	\$480.00
15	\$225.00	25+	\$625.00

Section 10.4 The County shall reimburse employees for the use of their personal vehicles for County business at the State maximum allowable rate.

Section 10.5 In lieu of a clothing allowance, the County shall budget \$2200.00 each year for personal protective equipment for the employees. This shall be in addition to anything that is now provided. Items to be purchased shall be agreed to by the Superintendent and the Union. In 2011, the County shall provide four (4) safety t-shirts and one (1) safety hooded sweatshirt per employee, with total cost not to exceed \$1000.00.

Section 10.6 Employees shall be paid one time per month. However, employees shall, at their option, be paid an amount not to exceed one-half of their normal monthly net salary at mid-month. Said amount must be selected prior to the 10th of January each year and shall remain the same for that calendar year.

Section 10.7 An employee who has successfully completed a two or four year advanced degree program from a recognized and accredited institution will receive a ten cents an hour increase in pay beginning in 2017. The employee must provide to his/her department head a document showing they have successfully completed the course of study. That document will be placed in the employee's personnel file.

ARTICLE XI
FAMILY AND MEDICAL LEAVE

Section 11.0 The Family and Medical Leave Act of 1993 (FMLA) guarantees the right of employees to take up to a total of twelve (12) weeks of leave per year, either in one continuous absence or on an intermittent basis, for one or more of the following reasons:

- (a) Upon the birth of the employee's child;
- (b) Upon the placement of a child with the employee for adoption or foster care;
- (c) When the employee is needed to care for a child, spouse, or parent who has a serious health condition; or,
- (d) When the employee is unable to perform the functions of their position because of a serious health condition.

Section 11.1 If the employee has accrued vacation leave, paid personal leave, or paid sick leave, the employee may elect that the paid leave be taken as any or all of the 12 week leave guaranteed by law.

Section 11.2 During the term of family or medical leave, the employee shall receive any group health, life and dental benefits that were in effect at the time of the commencement of such leave or new benefits which are provided by the employer during the FMLA leave. Group health, life and dental insurance shall be continued in force for the duration of family or medical leave and the County shall continue to pay that portion of benefits normally paid by the employer.

Section 11.3 During the FMLA leave, the employee shall remain on the seniority list and continue to accrue seniority.

Section 11.4 Upon expiration of an absence under this article, the employee shall be reinstated to the same position held at the time such leave commenced. No employee shall be interfered with, discriminated against, disciplined, or otherwise restrained from exercising their rights under the Family and Medical Leave Act.

Section 11.5 Steps: Employees shall move annually to the next highest step on their hiring anniversary. An employee must receive a satisfactory annual evaluation for advancement to a higher step. Advancement may be withheld for Just Cause upon recommendation of employee supervisor. This is subject to the grievance procedure.

ARTICLE XII
OUT OF CLASS PAY

Section 12.0 In the event a Highway Maintenance Worker II performs functions in any one of the listed heavy equipment for a minimum of one hour then the said employee shall be compensated at the commensurate step of the Highway Maintenance III. For example, if a Maintenance II is currently at a step 5 and is asked to operate a Loader for 2 hours, said employee will be paid at a step 5 in the Maintenance III level.

Section 12.1 Heavy Equipment shall be defined as including only the following equipment: Loader, Motor Grader, Dozer, Scraper, Crane, Backhoe and Chip Spreader.

ARTICLE XIII STANDBY

Section 13.0 When necessary, two employees shall be assigned to standby duty. These standby duty assignments shall be rotated equally between employees. They shall be available for work on short notice by their supervisor.

Section 13.1 For safety purposes, a minimum of two employees shall be called by the Supervisor to do any hazardous work.

Section 13.2 Satellite shops shall be excluded from this provision.

ARTICLE XIV CALL IN PAY

Section 14.0 Any employee called to work outside of their regularly scheduled work shift shall be paid for a minimum of two (2) hours work at one and one-half (1 1/2) times their regular rate of pay. In the event that the employee is required to work longer than two hours such employee shall be paid one and one-half (1 1/2) times their regular rate of pay for all hours worked which are outside of their regularly scheduled work shift.

Section 14.1 If the call time assignment and the employee's regular shift overlap, the employee shall be entitled to work his regular shift. If the call-in is within two hours of the employees regular starting time the time would not be paid as call-in.

ARTICLE XV OVERTIME

Section 15.0 Time and one-half the employee's regular rate of pay shall be paid for all work performed in excess of forty (40) hours in any workweek.

Paid leaves of absence, excluding vacation and compensatory time but including holidays, emergency leave, funeral leave and sick leave, shall be considered as hours worked when computing overtime.

Section 15.1 When the courthouse is closed on a regular business day due to inclement weather, employees not reporting for work or dismissed for the day, will be paid at their normal rate for the time missed. Employees who continue to work, shall be credited comp time for the number of hours worked between the hours of 8 a.m. and 5 p.m. Monday through Friday. For employees whose work schedule extends beyond the courthouse hours, only the time worked when the courthouse would normally be open shall be eligible for comp time credit. For the purposes of this section, comp time credit will be at the rate of 1 hour of comp time for each hour worked when the courthouse was closed during normal working hours.

Section 15.2 If an employee works overtime, the employee may, with the approval of the Superintendent, choose to take compensatory time instead of overtime pay. Compensatory time shall be awarded at the rate of one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. The days to be taken off shall be at the option of the employee, with the approval of the Superintendent. An employee may not accumulate more than eighty (80) hours of compensatory time. Once the 80 hour maximum is reached, all overtime worked shall be paid at the overtime rate.

Section 15.3 Overtime is to be distributed equally to all employees of the department. (Outside blade operators excluded) If an employee is requested to work overtime and because of other conditions and commitments cannot perform the overtime work assigned, then the Superintendent will attempt to find a qualified employee to work the overtime. The employee scheduled to work the overtime shall immediately notify the Superintendent of any conflict so that the Superintendent may select and obtain a qualified employee to perform the overtime work prior to the conclusion of the workday.

ARTICLE XVI SENIORITY

Section 16.0 Seniority shall mean an employee's length of continuous service with the Codrington County Highway Department since their last date of hire. The principal of seniority shall govern and control in all conditions of employment. An employee's continuous service shall be broken by voluntary resignation, discharge for just cause, and retirement. There shall be no deduction from continuous service for any time lost which does not constitute a break in service.

Section 16.1 No employee shall be added to the seniority list until they have completed six (6) months of service with the County. All employees hired by the County shall for the first six (6) months be on probationary status but shall be

entitled to receive the County health insurance plan, County retirement plan, sick leave, and paid holidays from the date of hire.

Section 16.2 The employer shall keep the seniority list up to date at all times and will post an up to date seniority list on the bulletin board. A copy of the seniority list shall be furnished to the Union when it is posted.

Section 16.3 In the event the County determines that it is necessary to decrease the work force, they shall notify the effected employees and the Union three (3) months prior to the intended action. Layoffs shall be in order of seniority, with the last hired being the first laid off. Probationary, part-time and seasonal employees shall be laid off first. When the work force is increased after a layoff, employees shall be recalled according to seniority. No new employees shall be hired until all employees on lay off status desiring to return to work have been recalled.

ARTICLE XVII GRIEVANCE PROCEDURE

Section 17.0 Definitions:

A. Grievance: A complaint by an employee, or a group of employees, based on an alleged violation, misinterpretation or inequitable application of any existing agreement, contract, resolution, policy, rule, regulation or law.

B. Employee: An employee of the Codington County Highway Department and may include an individual or group of employees who are similarly affected by a grievance.

C. Days: All days referred to shall be calendar days.

Section 17.1 Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this agreement, contract, resolution, policy, rules, regulations and laws, may be processed during working hours without loss of pay and shall be settled as hereinafter set forth.

Section 17.2 Step One: The employee, and/or his Union representative, who feels that he has a dispute or grievance shall discuss the matter with the Highway Superintendent within twenty-one (21) days of the event leading to the dispute or grievance, or the employee's knowledge of its occurrence. The Highway Superintendent shall attempt to resolve the matter within fourteen (14) days.

Section 17.3 Step Two: If the matter is not resolved at Step One, the Union representative, or his designee, with or without the employee, shall present in writing the grievance or dispute to the Highway Superintendent within fourteen

(14) days of the meeting with the Superintendent. The Superintendent shall attempt to adjust the matter and shall respond, in writing, to the Union representative and the employee within fourteen (14) days.

Section 17.4 Step Three: If the matter is not resolved at Step Two, it shall be presented to the Board of County Commissioners within fourteen (14) days from the date of the written response of the Superintendent. The Board shall hold a hearing to investigate and resolve the matter within fourteen (14) days of receipt of the grievance. The Board shall respond in writing, to the Union and the employee within fourteen (14) days of the hearing.

Section 17.5 Step Four: If the matter is still unsettled, either party may, within thirty (30) days after the reply of the Board, submit the matter to the South Dakota Department of Labor, Division of Labor and Management for resolution.

Section 17.6 An employee who has been dismissed or suspended may submit a grievance starting at Step Three of the grievance procedure.

Section 17.7 In the event the employee filing the grievance, or alleging and asserting that a dispute exists, or in the event that the Union files a grievance or alleges a dispute, fails to comply with any time limitation herein such failure shall constitute a withdrawal of the grievance or claimed dispute. The failure of the County to comply with any time limitation shall constitute a settlement of the grievance in accordance with the requested remedy. Time limitations may be extended by mutual agreement of the parties in writing.

Section 17.8 No employee or group of employees shall be reprimanded, disciplined, or discriminated against for exercising their rights under this Article.

ARTICLE XVIII DISCIPLINARY ACTIONS

Section 18.0 No employee shall be disciplined or discharged without just cause. If just cause is determined, disciplinary action shall be progressive and reasonably related to the seriousness of the offense and the past record. Rules, orders, and penalties shall be reasonable and applied evenly and without discrimination.

Section 18.1 If just cause is determined, disciplinary action may include any of the following:

1. Reprimand: The Superintendent may reprimand any employee for just cause. Such reprimand will be in writing and addressed to the employee. A signed copy will be placed in the employee's personnel folder with a copy to the Union.

2. Probation: Upon finding just cause, the employer may place an employee on probation for a period of not more than six (6) months. A written notice of such action will be issued by the Superintendent to the employee with a copy to the Union.

3. Suspension: The Employer may suspend without pay any employee for just cause for a period or periods not to exceed forty work days in a twelve month period; no single suspension will be more than ten (10) working days. The Superintendent will notify the employee concerned in writing no later than one (1) day after the suspension is made effective. A copy of the written notification, which will include reasons for and the duration of the suspension, will be placed in the employee's file. A copy of the written notification shall be given to the Union.

4. Dismissal: The Employer shall not dismiss any employee without just cause. The employee involved will first be suspended without pay for a period of three (3) working days. The employee shall have the right to receive a written statement of the reasons for dismissal, which shall be provided to the employee at the time of the dismissal. A copy of the statement will be placed in the employee's personnel file and a copy to the Union.

Section 18.2 Records of disciplinary action shall be maintained in the employee's personnel folder for a period of not more than two (2) years, after which time the records shall be removed from the employee's folder.

Section 18.3 Any disciplinary action may be the subject of the grievance procedure as set forth in Article XIV of this contract.

ARTICLE XIX DISCRIMINATION

Section 19.0 The County will not interfere with, restrain or coerce the employees covered by this agreement because of membership in or activity on behalf of the Union. The County will not discriminate in respect to: hire, tenure of employment or any term or condition of employment against any employees covered by this agreement because of membership or activity on behalf of the Union, nor will it discourage or attempt to encourage membership in another Union. Neither the County nor the Union will engage in any discriminatory practices contrary to any existing federal law or regulation or any amendment of the same, or any state law or regulation or any amendment to the same, and the County and the Union will not discriminate against any employee on account of race, color, national origin, sex, creed, age or disability.

Section 19.1 The County shall not show favoritism to any employee with respect to their employment with the County.

ARTICLE XX SAFETY

Section 20.0 The County shall provide a safe and healthful workplace for all employees and correct all hazards. Nothing shall imply that the Union has undertaken or assumed any portion of that responsibility.

Section 20.1 No employee shall be required to operate equipment or do work that any reasonable employee in the exercise of ordinary care would know might cause injury to the employee or anyone else. An employee shall not be subject to disciplinary action by reason of their failure or refusal to operate or handle any unsafe piece of equipment or work in any unsafe work situation.

Section 20.2 The County and the Union shall establish and maintain a joint Safety Committee composed of two (2) members of the Board of Commissioners or their designee and two (2) members of the Union. The Safety Committee shall assure that proper safety and health standards are maintained. They shall identify workplace health and safety problems and make recommendations to the Highway Superintendent for corrective action. This committee shall meet at least every other month, or at the call of either party.

Section 20.3 The County shall provide employees with all necessary safety equipment. Questions on equipment necessity shall be referred to the Safety Committee.

Section 20.4 Employees and the Union may exercise all legal rights to secure a safe and healthful workplace without threats, loss of pay, or other reprisals of any kind.

Section 20.5 The County shall provide four (4) safety t-shirts and one (1) safety hooded sweatshirt per employee.

ARTICLE XXI ALTERATION OF AGREEMENT

Section 21.0 No agreement, alteration, understanding, variation, waiver or modification of any terms or conditions or covenants contained herein shall be made by any employee or group of employees with the County, and in no case shall be binding upon the parties of this contract unless such agreement is made and executed in writing between the parties of this contract.

Section 21.1 Any and all 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.

ARTICLE XXII
SAVINGS CLAUSE

Section 22.0 If any section, paragraph, sentence, clause, phrase, or other part of this agreement is determined, or declared to be contrary to, or in violation of, any State or Federal Law, the remainder of this agreement shall not thereby be affected or invalidated. Such section declared invalid shall be renegotiated for amendment to this contract.

Section 22.1 The terms and conditions of this agreement shall supersede ordinances and resolutions wherein there is a conflict with the terms of this agreement.

ARTICLE XXIII
CHECKOFF

Section 23.0 Upon written request to the County Auditor of Codington County, by employees, payroll deductions for monthly Union members' dues shall be made by the County once each month. This provision shall remain in effect during the term of this agreement and any employee desiring to withdraw his authorization for payroll deductions must do so within twenty (20) days notice in advance of the anniversary date of this agreement, or its termination date, by written notice sent by registered mail, return receipt requested, to the Codington County Auditor and the Union.

Section 23.1 A list of those employees signing such authorization, and the amount withheld, will be furnished to the Union at the time of the remittance of such union dues.

Section 23.2 Any changes in the amount of dues to be withheld by the County shall be furnished to the Codington County Auditor, in writing, by the Union. This notice shall be submitted to the County Auditor at least twenty (20) days in advance of such change.

Section 23.3 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 XXIV
CONDUCT OF UNION AFFAIRS

Section 24.0 The employer agrees that during working hours on the employer's premises and without loss of pay, Union representatives shall be allowed to spend a reasonable amount of time to perform the following:

1. Post union notices.

2. Distribute union literature.
3. Solicit union membership.
4. Attend negotiating meetings.
5. Transmit communications authorized by the Union or its officers to the employer or its representative.
6. Consult with the employer, its representative, Union officers or other Union representatives, concerning the enforcement of any provisions of this agreement.

Section 24.1 The employer agrees that the accredited representatives of the Union shall have full and free access to the premises of the employer to meet with members of the bargaining unit.

Section 24.2 The employer will provide a bulletin board in the Codington County Shop, which may be used by the Union.

Section 24.3 Members of the Union elected to attend a function of the Union such as educational conferences and conventions shall be granted leave of absence with or without pay, to attend such conferences or convention. This leave may be denied in emergency situations.

ARTICLE XXV
DURATION

Section 25.0 This agreement shall be effective as of the 1st day of January, 2017, and shall remain in full force and effect until December 31, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than July 1 that it desires to modify, or renegotiate this agreement. In the event that such notice is given, negotiations shall begin not later than August 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.

IN WITNESS WHEREOF, the parties below have set their hands this _____ day of _____, 2016.

FOR AFSCME LOCAL 2488A:

FOR CODINGTON COUNTY:

APPENDIX A

WATERTOWN RECREATION CENTER PROGRAM

Codington County will pay for the entry level single membership to the Watertown Rec Center for those employees who choose to participate based upon the following individual attendance record of the employee.

1. The employee will pay the up front membership costs upon joining the Rec Center.
2. The County will reimburse one third (1/3) of the membership costs for an average attendance of once a week (52 times) during 2009.
3. The County will reimburse two thirds (2/3) of the membership costs for an average of twice weekly attendance (104) times.
4. The County will reimburse on hundred percent (100%) of the membership costs for an average of three times weekly (156 times) attendance.
5. Employees who qualify will be reimbursed at the end of the 2009 calendar year.

Appendix B
Wage Scale

(City shall attach upon completion)

1% COLA will be added to the base wage as of Jan. 1st, 2017

Total of 12 steps – Steps 7-12 shall be 1 yr steps at 1.5%

Employees at the top of their current scale shall move to the next step upon their anniversary date.