

Agreement

between

Minnehaha County

and

Highway Union

Local 2561, Council 65

of the

American Federation of State, County, and Municipal Employees (AFSCME)

2017-2019

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AGREEMENT

This Agreement is hereby made and entered into this ____ day of November 2016, by and between Minnehaha County, a political subdivision of the State of South Dakota, hereinafter referred to as the "Employer" and Local 2561, Council 65 of the American Federation of State, County and Municipal Employees ("AFSCME"), hereinafter referred to as the "Union". This Agreement supersedes and replaces all prior Agreements between these two parties.

The parties agree that each has had the full and unrestricted right and opportunity to make, advance and discuss all matters properly within the province of collective bargaining. This Agreement constitutes the full and complete agreement of the parties and there are no others, oral or written, except as herein contained. For the term of this Agreement, absent mutual agreement, each party waives the right to demand or petition for changes in the Agreement or to bargain over any subject during the term of this Agreement, even though the subject matter may or may not have been within the knowledge or contemplation of either party.

All references to employees in this agreement designate both sexes, and wherever the male gender is used it shall be construed to include both male and female employees.

ARTICLE 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 of the Minnehaha County Highway Department in the following positions: Mechanic Team Leader, Mechanic Team Member, Road Maintenance Team Leader, Senior Road Maintenance Team Member, Road Maintenance Team Member, Bridge Maintenance Team Leader, Senior Bridge Maintenance Team Member, Bridge Maintenance Team Member, Sign Maintenance Team Leader, Senior Sign Maintenance Team Member, and Sign Maintenance Team Member.

ARTICLE 2
DEFINITIONS

Regular full-time employee: a person hired by the Employer in a position authorized by the Minnehaha County Commission as a forty hour per week position within the bargaining unit.

Employee: a regular full-time employee.

Highway Superintendent: the duly appointed Highway Superintendent of Minnehaha County pursuant to SDCL 31-11 or, in the case of the administration of this Agreement, the person designated by the Highway Superintendent.

ARTICLE 3
WAGES AND EMPLOYMENT POSITIONS

Wages due and payable under this Agreement shall be governed by the following:

3.1 - Employees within the bargaining unit agree to be part of the County pay plan as it may change from time to time. General increases will be provided at the level approved by the County Commission during the annual budget process. For the 2017 contract year only, the County will increase the pay matrix by 2%. For the 2018 contract year, the County will increase the pay matrix by 1% or the pay matrix increase approved for general (non-Union and non-elected) County employees for 2018, whichever is greater. For the 2019 contract year, the County will again increase the pay matrix by 1% or the pay matrix increase approved for general (non-Union and non-elected) County employees for 2019, whichever is greater.

3.2 - Current positions within the bargaining unit will be placed on the pay schedule in the following grades:

Mechanic Team Leader – Grade 16
Mechanic Team Member – Grade 14

Road Maintenance Team Leader – Grade 16
Senior Road Maintenance Team Member – Grade 14
Road Maintenance Team Member – Grade 12

Bridge Maintenance Team Leader – Grade 16
Senior Bridge Maintenance Team Member – Grade 14
Bridge Maintenance Team Member – Grade 12

Sign Maintenance Team Leader – Grade 16
Senior Sign Maintenance Team Member – Grade 14
Sign Maintenance Team Member – Grade 12

3.3 - Temporary Job Assignments. Even though an employee may be primarily assigned to work a specific job description, that employee may be temporarily required to work another job description from time to time as directed by the Highway Superintendent. If the employee is required to perform work in a higher pay grade, then the employee shall be paid at the higher rate except:

- a) in cases where the assignment does not exceed eight consecutive hours per week;
or
- b) in cases of an emergency.

An employee may be temporarily assigned to work in a lower paid classification, but without reduction in pay. Temporary job assignments are not to be used for denial or circumvention of legitimate promotional opportunities. Temporary job assignments may not be longer than 90 days in duration.

ARTICLE 4
HOURS OF WORK

4.1 – Work week: For Wage and Hour purposes, the work week shall begin at 12:01 a.m. on Saturday.

4.2 – Winter/Summer Hours: The normal "winter" work week shall consist of five consecutive eight hour days, Monday through Friday beginning no later than November 15th. The normal "summer" work week shall consist of four consecutive 10 hour days, Monday through Thursday beginning no sooner than March 22nd. The normal "winter" work shift shall be scheduled to work starting at 7:30 a.m. and finishing at 4:00 p.m., and the normal "summer" work shift shall be scheduled to work starting at 7:00 a.m. and finishing at 5:30 p.m.

4.3 – Work Schedules: Work schedules showing the employee's shifts, work days, and hours will be posted on Department bulletin boards provided however as follows:

- a) The Highway Superintendent shall give one week's advance notice prior to commencement of the four day "summer" work weeks and prior to the return to the five day "winter" work weeks.

4.4 - Breaks and Lunch: A fifteen minute paid rest break shall be allowed once in the morning and once in the afternoon for each employee. The specific time shall be designated by the Highway Superintendent.

Employees whose work requires it shall be allowed a paid cleanup period prior to the end of the work day. This period will be up to, but no more than 15 minutes, for the purpose of work-related personal or equipment cleaning.

All employees shall be allowed a single unpaid lunch period per work shift. Such period shall be one half hour in duration and shall be taken between 11:00 a.m. and 1:30 p.m. at the discretion of the Highway Superintendent. If their work does not permit a lunch break, they will be paid for the lunch hour or their immediate supervisor may let them off work one-half hour early.

If an employee works beyond the normal work shift, that employee shall be allowed paid rest breaks and an unpaid lunch period in the same proportions and under the same circumstances as would be allowed during a normal work shift.

4.5 – Early Shift: The Highway Superintendent may require an early shift at any time upon consideration of the weather giving rise to the need for the early shift. When an early shift is needed, the Highway Superintendent shall give notice no later than 4:30 p.m. the previous day, by posting or by phone.

The hours of work for the early shift will be as determined by the Highway Superintendent. Early shifts will not start before 4:00 a.m. To the extent possible, the early shift assignment will be rotated amongst all appropriate employees of the bargaining unit on an equitable basis.

4.6 - Maximum Shift Hours: No employee shall be required to work more than sixteen (16) consecutive hours.

4.7 - Failure to Give Notice of Work Cancellation: If the County determines that it is impossible to assign work as scheduled, then the County shall call the employee at least one hour prior to the scheduled report time. It shall be the responsibility of the employee to leave a telephone number with the Highway Superintendent at which the employee may be notified. Failure on the part of the County to give notice shall obligate the County to pay the employee for at least four hours of work, even if a part or all of that work is not-assigned or is later excused. Failure on the part of the employee to advise the Highway Superintendent shall relieve the County from any obligation to pay.

4.8 - Call Time: Any employee called to work outside of his regularly scheduled shift shall be paid for a minimum of two hours at his regular rate of pay. If the call time work assignment and the employee's regular shift overlap, the employee shall be entitled to work his regular shift.

4.9 - Shift Premium: A shift premium of \$1.00 per hour, for the hours worked between 8:00 p.m. and the normal shift start time, shall be paid to employees for all hours worked during that timeframe, regardless of whether the work is scheduled or on a call-in basis.

ARTICLE 5
OVERTIME

Overtime will be assigned as deemed necessary in the sole discretion of the Highway Superintendent. No overtime shall be worked by any employee without the approval of the Highway Superintendent. Where overtime is allowed, it shall be distributed as equitably as possible among qualified employees.

Time and one-half the regular rate of pay shall be paid to any employee working:

- a) Saturday or a Sunday;
- b) in excess of eight hours during a work day or, in excess of ten consecutive hours during a summer schedule of four ten-hour days, once such schedule has been invoked by the Highway Superintendent; or
- c) in excess of forty hours per work week.

Only hours physically worked will be considered for purposes of calculating overtime.

When required by the Highway Superintendent to work overtime, employees are entitled to either: 1) compensation at 1 ½ times their regular rate of pay for each hour worked that is eligible for overtime pay, or 2) compensatory time off at 1 ½ times the hour for every hour worked that is eligible for overtime pay.

The decision to compensate with overtime pay or time off is left to the discretion of the employee. At no time may an employee accumulate more than 90 hours of compensatory time off (60 hours of overtime worked at time and a half). Use of compensatory time will be scheduled and approved by the Highway Superintendent. At the end of each payroll year an employee with unused compensatory time may be reimbursed for the time or roll over the unused time, subject to the 90 hour limit.

ARTICLE 6
EQUIPMENT & UNIFORMS

Employees shall be furnished at the Department's discretion, the following equipment: hard hats, safety vests, welding helmets, aprons, gloves, goggles, insulated gloves, patches, ear muffs for sound protection and such other protective gear which, in the opinion of the Highway Superintendent, is needed to properly perform highway workers' duties.

The County will provide each employee a clothing allowance of \$425 per year, payable in lump sum during the second pay period in January of each year, toward the purchase of standardized clothing. Standardized clothing is that clothing that is suited for work purposes only. The Highway Superintendent shall designate standardized clothing. Such clothing will include coveralls, work jeans, shirts, T-shirts, hooded sweatshirts, work boots and jackets. Clothing must have the employee's name and the Minnehaha County Highway Department patch affixed or, in the case of T-shirts, a silk screen of the patch is authorized. The color of clothing is to be approved by the Highway Superintendent. Each employee shall receive uniform patches to be worn on clothing identifying the employee as a Minnehaha County employee. The employee may purchase standardized clothing from a vendor of their choice.

New employees will be issued standardized clothing including one parka with liner, 10 shirts and 2 hooded sweatshirts. Any staff hired before July 1st will be eligible for the \$425 clothing allowance the following January.

Any employee who reports to work not properly dressed in appropriate attire may be required to return home at a loss of pay.

Employees who terminate during the year will have a prorated portion of the uniform allowance deducted from their final pay check. For proration purposes, the total clothing allowance is divided by 26 equal parts.

Equipment worn out through normal use will be replaced at County expense. Equipment lost or destroyed by gross negligence or willful intention on the part of the employee will be replaced by the employee at the employee's expense.

Each employee upon termination of service to the County shall be required to return all County equipment and clothing with County logo or markings regardless of condition.

ARTICLE 7
SENIORITY

7.1 - Seniority shall be deemed to be the employee's total length of continuous service with the Employer in the Union's bargaining unit.

7.2 - A list of employee seniority shall be posted by the Union on Department bulletin boards at least once every six months. At the Union's request, the County shall provide a list of Employee hire dates. Any employee who deems that his seniority date has been incorrectly designated in any official County record, shall, within 20 work days, from the date of posting, ask for a correction or resort to the grievance procedure.

7.3 - Employees' seniority may be broken only for the following reasons:

- a) The employee quits or retires.
- b) The employee is discharged and the discharge is not reversed by the grievance procedure.
- c) The employee is laid off for a period of more than one year. If an employee is rehired within the year seniority will accumulate from the date of re-hire with no loss of previous seniority.
- d) An employee's seniority shall be interrupted by reason of his inability to obtain from a physician, or physicians, after twelve (12) weeks of time off, a certificate stating that the employee is able to return to his former position. At this time, the employee may receive a written notice from the County stating that his employment is terminated.

7.4 - Among employees who are otherwise equal, seniority shall be the determining factor with regard to conditions of employment such as:

- a) Promotion and transfer;
- b) Layoffs;
- c) Recalls or rehires; and
- d) Training opportunities.

ARTICLE 8
CONDITIONS OF EMPLOYMENT

8.1 - All new County Employees will be considered probationary employees for a period of 6 months from the date of hire and during that period of time they can be discharged, summarily, at the discretion of the Highway Superintendent.

8.2 - Whenever a job opening occurs, or a promotional opportunity exists, the Employer shall post notice of such opening on the Department bulletin boards for five work days. During such period, any employee who wishes to do so may apply to be considered for such opening.

When new job openings are posted, the Highway Superintendent will designate and post the work crew in which the opening occurs. An employee's primary work assignment will be to one of the work crews listed below. For a brief description of duties performed within the assignment, refer to Appendix B. The Highway Superintendent shall have the right to make changes to an employee's primary work crew assignment based on the requirements of the department, to include temporary assignments/promotions due to the absence of an employee.

Fleet
Road Maintenance
Bridge & Sign Maintenance

The County agrees to staff a minimum of four Team Leaders in the Highway Department.

8.3 - Step Increases: Step increases are horizontal moves on the County pay scale. Employees will receive step increases in accordance with the County compensation plan if: 1) they are approved by the County Commission as part of the annual budget process and 2) if the employee's evaluation for the year reflects satisfactory performance. A copy of the evaluation should be submitted to Human Resources along with a personnel action form in order to process the step increase. When approved, step increases are effective on the first day of the biweekly pay period which is nearest to the employee's step date.

No one shall be denied a step increase without written explanation. Employees retain the right to grieve this decision.

8.4 - A promotion is the movement of an individual to a higher position on the pay scale at a higher pay grade at an assigned step determined in accordance with general County personnel policies. Any promotion shall be initiated by the Highway Superintendent and approved by the County Commission. To be eligible for a promotion the employee must meet the minimum qualifications of the higher position.

Employees may be promoted by one of two methods:

- 1) Employees may be promoted without an initial training period. Employees who are promoted without the initial training period may be required to serve a probationary trial period, not to exceed 20 work days immediately following the promotion. If the employee fails to complete the probationary trial period successfully, then the employee may revert to the former position. In the event the former position has been filled, the reverting employee, at the discretion of the Highway Superintendent, shall be likewise returned to original position or placed in any other position of equivalent pay in which the employee meets minimum

qualifications. Beyond the period of probation, the reverting employee shall have no right to return to the prior position, except upon the agreement of the employee succeeding to that position.

- 2) An employee may be considered for promotion by being placed in a temporary training capacity not to exceed 90 days. Employees placed in a training capacity for possible promotion will be paid at the promotional rate during the training period. Actual promotion at the end of the 90 day training period will be based upon the employee's successful completion of the training period.

Promotions to fill a vacancy or to advance on a position ladder will move the employee to a step on the new grade that is at least 5% but not more than 12% above the previous salary. Placement will be made at the first step if the difference between the original salary and the beginning of the new grade exceeds 12%. If placement higher than the first step is made, the employee will move to the next step when the interval between steps is complete.

If it should become necessary in making a promotion to bypass an employee's seniority, reasons for said denial shall be given in writing to the employee upon request with a copy to the Union. Employees retain the right to grieve this decision.

8.5 - Provided an opening exists, employees may, upon approval of the Highway Superintendent, transfer from one job assignment to another job assignment within the same pay grade.

8.6 - Layoff: Employees may be laid off or demoted whenever, in the opinion of the Highway Superintendent, there is need to reduce the work force. The employer shall not layoff employees because of Union activity or affiliation. If an equal or lower paying position than the one from which an employee is laid off is vacant at the time of the layoff, the laid off employee shall receive preference in filling that position as long as otherwise qualified.

Seasonal, part-time and probationary employees shall be laid off first. Regular employees shall be given thirty (30) calendar days' notice of layoff and employees who are otherwise equal shall be laid off in the reverse order of their seniority provided the remaining employees can do the available work.

8.7 - Recall: Employees laid off shall be returned to work according to their seniority, provided they can perform the available work. Employees being returned to work shall be notified in writing at their last reported address and must report within five working days of such notification. Failure to report within the specified time shall be considered as a voluntary resignation.

8.8 - In cases of layoff, absent disciplinary action, no employee's rate or receipt of pay shall be altered until that employee has been given at least thirty (30) calendar days' notice of the change. In the event of layoff the pay received by the employee during the thirty (30) calendar day period shall be considered the total sum of any "severance pay" which may be claimed by that employee. At the discretion of the Highway Superintendent, the employee's actual presence at the job site, after said notice is given, may be waived.

8.9 - Cell Phone Usage While Driving: All Employees shall follow applicable local, state, and federal laws or regulations regarding the use of cell phones at all times.

Employees shall refrain from using phones to text, receive or place calls, surf the web, email, instant message, take pictures or video, or any other action while driving or operating equipment.

Regardless of the circumstances, including slow or stopped traffic, Employees are required to pull into a rest area or parking lot and safely stop the vehicle before placing or accepting a call. Special care should be taken in situations where there is traffic or inclement weather.

Hands-free equipment may be used to place or receive calls while driving when allowed by local, state, and federal laws or regulations and provided that it is safe for the Employee to do so. Hands-free equipment will be provided, at the Employee's request, with County issued phones to facilitate the provisions of this policy.

Employees who are charged with traffic violations and issued a citation resulting from the use of a phone while driving will be solely responsible for all fines and may be subject to disciplinary action.

ARTICLE 9
EMPLOYEE EVALUATION

Each employee will be evaluated annually at the time of his position anniversary. Evaluations will be completed by the immediate supervisor or Highway Superintendent. Each employee will be given an opportunity to review his own evaluation, agree or disagree, and to submit additional comments.

ARTICLE 10
EMPLOYEE TRAINING

10.1 - The Highway Superintendent shall determine the specific training needs of all employees within the Highway Department.

- a) The Highway Superintendent will post on the bulletin board the need for a training program of a new job skill, or the need for more employees in a present job skill.
- b) Employees wishing to participate in a training program may apply to the Highway Superintendent in writing stating the employee's request to participate in the training program.
- c) The training program will be determined by the Highway Superintendent.

10.2 - Training may include any or all of the following:

- a) Classroom or a study program. (Programs conducted by a qualified employee or representative determined by the Highway Superintendent or Programs conducted within the Highway Department, through other governmental programs and with private industry and business.) Tuition and fees shall be paid by Minnehaha County, if necessary.
- b) On the job training and actual performance of the job in a working situation. Training may include safety practices, servicing, and minor repairs of equipment used in performing the job.
- c) CDL Hazardous Materials Endorsement (Hazmat). If the Employer requires Hazmat training and licensing for an Employee, the County shall pay the fees for the training and licensing.

10.3 - Completed training programs shall be considered in evaluations of job performances and in promotions and job assignments.

ARTICLE 11
SAFETY COMMITTEE

11.1 - The Union may designate one representative to sit on the County's safety committee as a full member. This representative shall be entitled to the same notice of the meetings and the same rights of participation as the other committee members receive.

11.2 - The County shall provide employees with necessary safety equipment. Questions on equipment necessity may be referred to the Safety Committee.

11.3 - Although the Union agrees to cooperate with the County to promote employee safety on the workplace, the Union shall have no obligation or liability in that regard. County agrees to provide a safe and healthful workplace for all employees and Union shall have no obligation in that regard.

11.4 - Any recommendation from the Safety Committee not adopted by the Highway Superintendent may be grieved directly to the Board of County Commissioners at the request of any member of the Safety Committee.

ARTICLE 12
DISCIPLINARY ACTION & DISMISSAL

12.1 - Disciplinary action may be imposed upon any employee either for acts of omission (i.e., failure to fulfill the responsibility of being an employee) or for acts of commission (i.e. wrongdoing); provided however no employee shall be disciplined without just cause. Just cause shall include, but not be limited to, any cause/standard of conduct set forth in the County Manual or Employee Handbook.

If just cause is determined, disciplinary action may include any or all of the following:

- a) **Reprimand:** The County may reprimand any employee for just cause. Such reprimand will be in writing and addressed to the employee. The reprimand shall be signed by the County official(s) issuing the reprimand. A copy of the reprimand shall be signed by the employee acknowledging receipt and shall be maintained in the employee's personnel file.
- b) **Probation:** Upon finding just cause the employer may place the employee on probation for any period not more than six months in length. A written notice of such action will be issued, from the Highway Superintendent to the employee. A copy of the notice shall be signed by the employee, acknowledging receipt, and shall be maintained in the employee's personnel folder. During any term of probation imposed under this provision, the employee's employment may be terminated for any reason that does not discriminate against a person in a legally protected class.
- c) **Suspension:** The employer may suspend without pay any employee for just cause for a period or periods not to exceed 45 work days in a twelve month period. No single suspension will be for more than forty consecutive work hours. The Highway Superintendent will notify the employee concerned in writing no later than one work day after the suspension is made effective. A copy of the written notification which will include the reasons for and the duration of the suspension will be maintained in the employee's personnel file, signed acknowledging receipt.
- d) **Demotion:** Upon finding of just cause, the employer may place the employee in a lower position on the step and grade pay scale provided the employee chooses to accept such position as an alternative to the disciplinary action of dismissal.
- e) **Dismissal:** The Employer shall not dismiss any employee without just cause. The employee involved will first be notified of the Employer's intent to take disciplinary action, up to and including dismissal, and will be given an opportunity to be heard on the issue prior to the Employer making a final decision. In the event of dismissal, the employee shall not be entitled to any severance pay. The employee shall have the right to receive a written statement of the reasons for the dismissal. The Highway Superintendent shall provide such a statement to the employee at the time of the dismissal, or as promptly thereafter as possible. A copy of the dismissal action and the statement of reasons shall be maintained in the employee's personnel file.

12.2 - The official personnel file for all employees shall be maintained by the Minnehaha County Human Resources Office. Employees have the right to view their official personnel files.

Records of disciplinary actions, if written, will be maintained in the personnel file. No other types of disciplinary information shall be kept in the official personnel files. An employee may, within fourteen calendar days after receipt of notice of disciplinary action, submit a written rebuttal to any disciplinary or adverse document placed in the personnel file. Employees may file a grievance requesting the removal of any disciplinary item they were unaware was in their personnel file.

12.3 - Any disciplinary action may be the subject of a grievance as set forth in the following section.

ARTICLE 13
GRIEVANCE PROCEDURE

13.1 - Grievances are herein defined to be any disagreement between the parties to this Contract relating to the application of the Contract or any other County policy impacting wages, benefits, and other terms of employment that is applicable to covered employees.

13.2 - Employees may employ the following grievance procedure and shall have the right of appeal provided in SDCL 3-18. The sole grievance procedure allowed under this Agreement is listed below. Any failure of the Employee to meet the time deadlines for submitting grievances or appeals pursuant to this section shall constitute an abandonment of the grievance by the Employee and shall bar any further consideration of the subject of the grievance pursuant to this section. Any failure of the Employer or its representatives to meet the time deadlines for responses to Employees' timely grievances or appeals pursuant to this section shall result in the grievance or appeal being considered denied at that stage only and shall immediately allow the employee to timely appeal the matter to the next stage in the grievance process.

- a) The employee shall reduce to writing and submit to the Highway Superintendent the grievance within 14 calendar days from when it occurred. The Highway Superintendent shall give the employee a written decision within 14 calendar days from the time of presentment.
- b) Failing to settle the matter at the Superintendent level, the employee may submit a written grievance to the Minnehaha County Commission within 14 calendar days of receiving the Superintendent's response. A hearing with the Commission will be scheduled within 30 calendar days of the Commission's receipt of the request. The Chairperson of the County Commission shall respond in writing to the employee and the President of the Union within 14 calendar days of the hearing.
- c) Failing to settle the matter at that level, the employee may pursue any remedy permitted by SDCL 3-18.

13.3 - During the course of the foregoing grievance procedure, the employee, if desired, may be accompanied and represented by a representative of the Union from the meeting indicated in Section 13.2(b) forward.

13.4 - Grievances may be processed during the employees' working hours without penalty of loss of pay.

13.5 - Any claim of discrimination or harassment based on any federal or State law shall be presented to the employer through this grievance procedure for resolution before being presented to any outside agency or entity, including the courts.

ARTICLE 14
MANAGEMENT'S RIGHTS

The Employer reserves the sole and exclusive rights that have historically and traditionally been the province of management, except as specifically modified in this contract, including, but not being limited to, the following:

- a) The right to determine the size and composition of the work force.
- b) The right to allocate, assign work among personnel both within and without the bargaining unit, and set work schedules and shifts as deemed appropriate.
- c) The right to conduct employee evaluations.
- d) The right to fix the standards of quality and quantity for work to be done.
- e) The right to introduce efficient and economical production methods and facilities and the right to eliminate those which are not.
- f) The right to set up safety rules and enforce penalties for their violation.
- g) The right to reasonably limit union activity on the employer's premises during assigned work hours.
- h) The right to determine the necessary qualifications for all positions within the bargaining unit.
- i) The right to contract or subcontract out any work as the Highway Superintendent deems necessary.

By agreeing to the provisions of this Article, the Union is not waiving its rights to bargain rates of pay, wages, hours of employment, or other conditions of employment.

ARTICLE 15
EMPLOYEE/UNION RIGHTS

The Employer agrees not to interfere with the rights of employees to become members of the Union or not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or employees against the employee because of any union membership or lack of union membership.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

15.1 - The Employer agrees that during working hours, on the Employer's premises, without loss of pay, Union Representatives shall be allowed to:

- a) Post Union Notices
- b) Attend monthly labor management meetings
- c) Transmit communications, authorized by the local union or its officers to the Employer
- d) Consult with the Employer concerning the enforcement of any provisions disagreement

15.2 - The Employer agrees that an accredited representative of the American Federation of State, County and Municipal Employees (AFSCME) shall have access to the premises of the Employer during working hours to conduct Union business with the permission of the immediate supervisor of the job or Highway Superintendent.

ARTICLE 16
EMPLOYEE BENEFITS

16.1 - Holidays

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

New Year's Day	First Day in January
Martin Luther King, Jr. Day	Third Monday in January
Memorial Day	Fourth Monday in May
Independence Day	Fourth Day in July
Labor Day	First Monday in September
Native American Day	Second Monday in October
Veteran's Day	Eleventh Day in November
Thanksgiving Day	Fourth Thursday in November
The Day after Thanksgiving	The Friday following Thanksgiving
Christmas Day	Twenty-Fifth Day in December

The County may grant any other day declared a holiday by the County Commission.

- a) The Minnehaha County Highway Department will be open regular hours on New Year's Eve day, but will close at 12:00 noon on Christmas Eve Day. If Christmas Eve falls on a weekday, except Friday, all regular full time employees will receive four (4) hours of holiday pay.

If any holiday occurs on a Saturday, the preceding Friday will be observed as the holiday. If any holiday is on a Sunday, the following Monday will be observed as the holiday.

- b) During the summer, upon election of a four-ten work shift as allowed in Article 4.2 above, if the employee is scheduled to work Monday through Thursday and the holiday occurs on the prior Sunday, then the employee will be allowed that Monday as the holiday; and if the holiday occurs on the following Friday or Saturday, then the employee will be allowed that Thursday as the holiday.
- c) Eligible employees shall receive their regular rate of pay for each of the holidays listed above on which they perform no work.
- d) If the work is performed on such recognized holidays, employees shall receive their regular holiday pay and in addition shall be paid for all hours worked at one and one half (1-1/2) times the regular rate of pay. For work that is performed on Thanksgiving and Christmas Day holidays, employees shall be paid at 2-1/2 times their pay for all hours worked in lieu of receiving holiday pay. Employees working less than 8 hours on Thanksgiving or Christmas Day holidays shall receive, in addition to 2-1/2 times their pay for all hours actually worked, partial holiday pay equal to 8 hours minus the number of hours worked.
- e) To be eligible for holiday pay, the employee must have worked or have been on paid leave of absence on the last shift prior to the holiday and the first shift after the holiday.
- f) If the holiday falls during an employee's vacation, the employee shall be paid for the holiday in lieu of vacation.

16.2 - Paid Time Off (PTO)

Each permanent, full time, employee will receive PTO in accordance with County policy at a rate governed by the employee's continuous employment. PTO may be used for vacations, sick time (for self or family), doctor or dental appointments (self or family), personal reasons, funerals, etc. If the nature of the work makes it necessary to limit the number of employees on PTO at the same time for vacation purposes, the employee with the greatest seniority shall be given first choice of vacation period. A PTO calendar shall be posted in January so that employees can indicate their choice of dates for paid time off.

PTO shall be granted at the time requested by the employee provided however that the Highway Superintendent shall determine whether or not that time can be granted within the scheduled work program of the Highway Department.

PTO may be accumulated, but not in excess of that which may be earned in a period of time not exceeding two years of regular and continuous employment. Any employee who resigns or is separated from employment is entitled to cash compensation for any unused PTO. In the event of an employee's death, any accrued PTO will be paid in cash compensation to the decedent's estate.

PTO will be accrued at the end of each two (2) week pay period according to the following schedule:

Year Completed	Hours/Pay Period	Apprx. Hours/Year
0	4.92	128
1	4.92	128
2	4.92	128
3	4.92	128
4	5.23	136
5	5.54	144
6	5.54	144
7	5.85	152
8	6.15	160
9	6.46	168
10	6.46	168
11	6.46	168
12	6.77	176
13	6.77	176
14	6.77	176
15	7.08	184
16	7.08	184
17	7.38	192
18	7.69	200
19	8	208
20	8	208

Employees will not accrue PTO during leaves of absence without pay.

The Highway Superintendent, when planning work schedules, may require an employee to utilize PTO consistent with such plans.

It is the responsibility of each employee to call the Highway Department on a daily basis when the employee is too ill to report to work. This means calling within the first half hour before the start of the assigned work shift, except in case of hospitalization. Use of PTO for illnesses/injury in excess of three (3) work days of absence shall, at the discretion of the Highway Superintendent, require the employee to procure a doctor's certificate.

In the event the employee makes a request to use PTO for illness/injury, the employee must notify the Highway Superintendent at least one half hour before the start of their shift.

The Highway Superintendent reserves the right to require proof in the form of a physician's statement of illness, injury, or disability.

Failure to fulfill these policy requirements may result in the denial of PTO. Abuse of these leave policies may result in disciplinary action at the discretion of the Highway Superintendent.

16.3 - Extended Sick Leave

Extended sick leave is earned from the date of hire by all full-time, permanent employees at the rate of 1.85 hours per pay period. ESL will be administered in accordance with County policy, and it can be used for serious health conditions of self or immediate family member as defined by FMLA for either continuous or intermittent leave. Employees must use 24 hours of PTO before accessing ESL each year for each unrelated FMLA qualifying absence. If there is not enough PTO to cover the waiting period, unpaid leave may be granted.

Employees may also use any accrued ESL during the three weeks immediately following the birth or adoption of their child *after* utilizing 24 hours of PTO.

Employees may accumulate extended sick leave without an upper limit of hours. Employees who separate from employment in good standing after 20 years of consecutive service or who qualify for immediate receipt of state retirement benefits will be paid for one-third (1/3) of accumulated extended sick leave up to a maximum of three hundred twenty (320) hours. In the event of the death of an employee, all unused and accrued extended sick leave, up to nine-hundred and sixty (960) hours shall be paid to the decedent's estate.

16.4 - PTO Donation

Covered employees may participate in the County's PTO Donation program in the same way as other County employees.

16.5 - Family and Medical Leave

Employer will comply with the federal requirements of the Family and Medical Leave Act. Terms and conditions of leave will follow Minnehaha County's Family and Medical Leave policy.

16.6 - Inclement Weather Day

Employees who are required to work on a day where the County closes its administrative offices for four or more consecutive hours on one day due to weather conditions shall be granted ten (10) hours of paid time away from work. The time will be granted effective the pay period following the closure, and the employee may use this time off at a later date as long as the Highway Superintendent determines it is possible given the scheduled work program for the department. Inclement Weather Days must be used within one year. No

more than ten (10) hours will be granted during any one calendar year regardless of the number of times County facilities are closed due to weather.

16.7 - Jury Duty

Any employee who cannot report for work due to jury service shall not suffer any loss of regular base pay; however, upon the termination of jury duty, the employee shall remit to the Employer any juror fees received for serving including mileage reimbursement. Employees who report for jury duty, but who are not selected must report to work the balance of their shift.

16.8 - Military Training Leave

Minnehaha County will follow all federal and state laws regarding military leave and re-employment rights. In addition, the County will pay the difference between military pay and base pay during annual military training for up to 120 hours each year for employees in the National Guard or the Reserves.

16.9 - Leave of Absence Without Pay

Employees may be allowed to be absent from County duty without pay if the Highway Superintendent approves such "leave without pay" in advance of the leave. Such leave may be granted to suit the employee's personal needs or the need to conduct union affairs. Leave for the purpose of attending Union functions must be requested five work days in advance and must not adversely affect the County's work load. Any leave of absence without pay over one week in duration requires the prior approval of the County Commission.

16.10 - Worker's Compensation

All Minnehaha County Highway employees shall be covered by the County's Worker's Compensation policy.

Employees who are injured on the job must report their injuries to a supervisor or department head immediately upon the occurrence of an injury or as soon thereafter as practicable, but no later than, within three business days. A First Report of Injury will be completed by the employee and supervisor/department head and it will be submitted to the insurance company through the Human Resources Office. For billing purposes, the service provider should be told by the employee that this is a work-related or worker's compensation injury. All bills received by the employee should be submitted directly to the Human Resources Office. They are not payable under the County's regular group health insurance plan.

If an employee changes doctors without a referral from the doctor providing initial treatment, the insurance company is not obliged to pay for the subsequent services.

Compensation for loss of time at work is payable only if the employee is completely disabled for 7 consecutive days. When payable, two-thirds (2/3) the normal rate of pay is covered by worker's compensation. Other types of accrued leave may be used for shorter periods of time or to supplement up to the full normal rate of pay. In no case will Minnehaha County and the insurance company make duplicate payments for the same time.

No compensation will be paid for willful misconduct, intentional self-inflicted injury, injury related to intoxication, or willful failure or refusal to use a safety appliance or procedure. Injuries received as a result of conduct outside the scope of assigned County duties are not covered by Worker's Compensation.

16.11 - Retirement

All full-time, regular County employees participate in the South Dakota Retirement System. Retirement benefits are funded by employee contributions and matched by equal contributions from the County.

All retirement and employee and survivor disability benefits are established by the South Dakota Retirement System and may be subject to change during the term of this Agreement. County agrees to continue participation in the South Dakota Retirement System and to make all employer contributions as may be required during the term of this Agreement.

16.12 - Group Health and Life Insurance

All full-time, regular employees are eligible to participate in Minnehaha County’s Group Health Plan. The condition of eligibility for coverage of employees and their dependents for health/dental insurance programs are outlined in the respective summary plan description. The Employer and employees will pay the following percentage of the total premium cost of health and dental insurance:

Employer Contribution	Employee Contribution
70%	30%

Employer will comply with all applicable health care reform, Health Insurance Portability and Accountability Act, and summary plan description requirements.

The Employer reserves the right to make program modifications to the health and dental insurance plans. However, if during the term of this agreement the County discusses changing any benefits in which Local 2561 participates, a member of Local 2561 shall be a member of any study committee established to review the proposed changes in benefits. Any changes made by the employer to the group health plan that result in an increase in benefits will automatically apply to this contract.

County agrees to provide any eligible employee who retires from employment with the ability for employees and his or her dependents to participate in the County’s group health insurance plan. Eligibility for this benefit requires 15 continuous years of service with the County by the employee and participation in the County’s group health insurance plan for at least five years immediately preceding retirement by the employee and the dependent for whom coverage is sought. Any such employee shall be able to purchase health insurance coverage from the County group plan at the COBRA rate that is in effect for such health coverage. The right to purchase health coverage shall terminate when the employee or dependent becomes covered under any other group plan or is eligible for Medicare coverage. Dependents may not stay on the plan without the employee also having coverage except under COBRA continuation rights.

Employer will also provide group term life insurance of \$15,000 for all full-time employees. The premium for the group term life insurance is to be paid by the County.

ARTICLE 17
EQUAL OPPORTUNITY AND NON-DISCRIMINATION

Employer will provide equal employment opportunities to all persons irrespective of race, color, creed, religion, national origin, citizenship, ancestry, gender, gender identity, pregnancy, sexual orientation, age, disability, veteran's status, genetic information, or any other legally protected group. Employer will comply with all equal opportunity and non-discrimination requirements in accordance with state and federal law as well as Minnehaha County policy. In addition, the employer agrees not to discriminate against any individual because of Association affiliation or lack of Association affiliation.

ARTICLE 18
DRUG FREE WORKPLACE POLICY

It is the policy of Minnehaha County to create and maintain a drug-free environment in the workplace, as required by the Drug- Free Workplace Act of 1988. Employer and Union agree to comply with all aspects of this legislation, federal and state requirements for CDL drug testing, and Minnehaha County policy.

ARTICLE 19
DURATION

This Agreement shall be effective as of December 17, 2016, and shall remain in full force and in effect until the last pay period paid in 2019.

This contract shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing prior to March 1st of the year in which the contract expires that it desires to modify, or renegotiate this agreement for the successor contract. 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.

APPROVED
BY THE COUNTY:

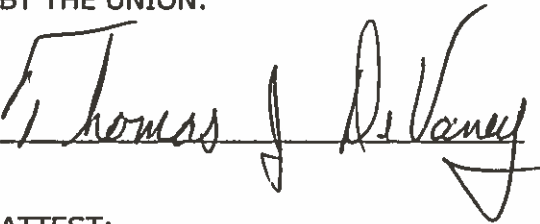


ATTEST: Bob Litz, Auditor

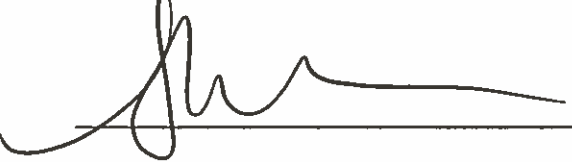


Deputy Auditor

APPROVED
BY THE UNION:



ATTEST:



2017 Pay Matrix
Highway Union Contract
(Effective December 17, 2016)

Step Grid	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1	10,097.20	10,347.20	10,607.20	10,867.20	11,127.20	11,387.20	11,647.20	11,907.20	12,167.20	12,427.20	12,687.20	12,947.20	13,207.20	13,467.20	13,727.20	13,987.20
2	20,987.20	21,507.20	22,027.20	22,547.20	23,067.20	23,587.20	24,107.20	24,627.20	25,147.20	25,667.20	26,187.20	26,707.20	27,227.20	27,747.20	28,267.20	28,787.20
3	848.00	868.00	888.00	908.00	928.00	948.00	968.00	988.00	1,008.00	1,028.00	1,048.00	1,068.00	1,088.00	1,108.00	1,128.00	1,148.00
4	936.00	960.00	984.00	1,008.00	1,032.00	1,056.00	1,080.00	1,104.00	1,128.00	1,152.00	1,176.00	1,200.00	1,224.00	1,248.00	1,272.00	1,296.00
5	1,086.00	1,112.00	1,138.00	1,164.00	1,190.00	1,216.00	1,242.00	1,268.00	1,294.00	1,320.00	1,346.00	1,372.00	1,398.00	1,424.00	1,450.00	1,476.00
6	1,322.00	1,356.00	1,390.00	1,424.00	1,458.00	1,492.00	1,526.00	1,560.00	1,594.00	1,628.00	1,662.00	1,696.00	1,730.00	1,764.00	1,798.00	1,832.00
7	1,889.60	1,989.60	2,089.60	2,189.60	2,289.60	2,389.60	2,489.60	2,589.60	2,689.60	2,789.60	2,889.60	2,989.60	3,089.60	3,189.60	3,289.60	3,389.60
8	3,489.60	3,689.60	3,889.60	4,089.60	4,289.60	4,489.60	4,689.60	4,889.60	5,089.60	5,289.60	5,489.60	5,689.60	5,889.60	6,089.60	6,289.60	6,489.60
9	6,489.60	6,889.60	7,289.60	7,689.60	8,089.60	8,489.60	8,889.60	9,289.60	9,689.60	10,089.60	10,489.60	10,889.60	11,289.60	11,689.60	12,089.60	12,489.60
10	12,889.60	13,689.60	14,489.60	15,289.60	16,089.60	16,889.60	17,689.60	18,489.60	19,289.60	20,089.60	20,889.60	21,689.60	22,489.60	23,289.60	24,089.60	24,889.60
11	24,889.60	26,489.60	28,089.60	29,689.60	31,289.60	32,889.60	34,489.60	36,089.60	37,689.60	39,289.60	40,889.60	42,489.60	44,089.60	45,689.60	47,289.60	48,889.60
12	48,889.60	52,489.60	56,089.60	59,689.60	63,289.60	66,889.60	70,489.60	74,089.60	77,689.60	81,289.60	84,889.60	88,489.60	92,089.60	95,689.60	99,289.60	102,889.60
13	102,889.60	108,489.60	114,089.60	119,689.60	125,289.60	130,889.60	136,489.60	142,089.60	147,689.60	153,289.60	158,889.60	164,489.60	170,089.60	175,689.60	181,289.60	186,889.60
14	186,889.60	194,489.60	202,089.60	209,689.60	217,289.60	224,889.60	232,489.60	240,089.60	247,689.60	255,289.60	262,889.60	270,489.60	278,089.60	285,689.60	293,289.60	300,889.60
15	300,889.60	310,489.60	320,089.60	329,689.60	339,289.60	348,889.60	358,489.60	368,089.60	377,689.60	387,289.60	396,889.60	406,489.60	416,089.60	425,689.60	435,289.60	444,889.60
16	444,889.60	456,489.60	468,089.60	479,689.60	491,289.60	502,889.60	514,489.60	526,089.60	537,689.60	549,289.60	560,889.60	572,489.60	584,089.60	595,689.60	607,289.60	618,889.60
17	618,889.60	632,489.60	646,089.60	659,689.60	673,289.60	686,889.60	700,489.60	714,089.60	727,689.60	741,289.60	754,889.60	768,489.60	782,089.60	795,689.60	809,289.60	822,889.60
18	822,889.60	838,489.60	854,089.60	869,689.60	885,289.60	900,889.60	916,489.60	932,089.60	947,689.60	963,289.60	978,889.60	994,489.60	1,010,089.60	1,025,689.60	1,041,289.60	1,056,889.60

