



**BOARD OF COMMISSIONERS  
AGENDA**

**DECEMBER 27, 2021**

**5:30PM – COMMISSION ROOM – 116 W CENTER ST**

**Please join the Zoom meeting from your computer, tablet or smartphone.**

<https://us06web.zoom.us/j/85879230937>

**CALL TO ORDER**

**You can also dial in using your phone.**

+1 312 626 6799

**PLEDGE OF ALLEGIANCE**

**Meeting ID: 858 7923 0937**

**ROLL CALL**

**ADOPT AGENDA**

**APPEARANCES/ACKNOWLEDGEMENTS**

**CONSENT CALENDAR**

- 1) Minutes – December 20, 2021
- 2) Claims for Approval - December 29, 2021
- 3) Personnel
- 4) Award Bid No. 908 - Chemicals - Hawkins, Inc and Pete Lien & Sons

**UNFINISHED BUSINESS**

- 1) Hearing on Resolution No. 2021-30 - Sidewalk Improvement 2022

**NEW BUSINESS**

- 1) Adopt Resolution No. 2021-30 - Sidewalk Improvement 2022
- 2) Approve First Reading - Ordinance No. 1641 - Amend Appropriation Ordinance No. 1624 for Fiscal Year 2021
- 3) Approve Collective Bargaining Agreement -Teamsters Local Union No. 120

**PUBLIC COMMENT**

**ANNOUNCEMENTS**

**ADJOURN**

Supplementary agenda information may be accessed at [www.cityofmadisonsd.com](http://www.cityofmadisonsd.com)

**AGENDAS – CITY COMMISSION**

**If special accommodations are necessary to attend any Board of Commissioners meeting, please contact the Finance Office at (605) 256-7500 at least 24 hours before meeting time. All attempts shall be made to accommodate a request.**

**CITY OF MADISON  
BOARD OF COMMISSIONERS PROCEEDINGS  
MADISON, SD 57042**

December 20, 2021

Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 20<sup>th</sup> day of December with the following members present on roll call: Mayor Marshall Dennert and Commissioners Jeremiah Corbin (via Zoom), Kelly Dybdahl, Adam Shaw and Jerae Wire.

The Pledge of Allegiance was recited.

Motion by Commissioner Shaw to adopt the December 20<sup>th</sup> agenda. Motion seconded by Commissioner Dybdahl. Motion carried unanimously.

Motion by Commissioner Dybdahl, second by Commissioner Wire, to acknowledge a potential start date for the RD Project Phase 2 of earlier than May 10, 2022 pending the weather. Motion carried unanimously.

Motion by Commissioner Shaw, second by Commissioner Corbin, to approve the following items on the consent calendar: Minutes – December 13, 2021, Claims for Approval - December 22, 2021, Claims for Ratification - December 10, 2021, Cash Balances, Gross Salaries, Bills for Ratification - November, Building Permit Report - November, Personnel, Declare Scrap Wire/Miscellaneous as Surplus Property and Appoint Appraisers, Authorize Mayor to Sign Grant Agreement - AIP 3-46-0029-022-2022 - Airport Rescue Grant - \$32,000, Authorize Mayor to Sign Memorandum of Agreement with Laurie Bunker, Adopt Resolution No.2021-38 - Approve a Plat - Reinicke Pit Addition. Motion carried unanimously.

Claims for Approval - December 22, 2021:

AAA Collections Inc Nov Collections 55.18; Appera Mat Rentals 77.12; Axon Enterprises Body Camera Mounts 187.80; Beaner/Carson P Refund After Deposit 67.85; Big Sioux Community Water November Usage 11,549.83; Bowes Construction HWY 34 Turn Lanes Project 270,108.24; Brock White Co LLC Crack Sealer Parts 1,008.00; Carquest of Madison Heater/Hub Cap/Anti-Freeze 146.41; CenturyLink QC December Phone Bill 90.84; Core & Main GP LLC Itrons 2,951.64; Craigs Welding Service Plow Parts 42.00; Dakota State University July-Oct Elec/Natural Gas 47,842.95; Dakota State University Card Reader Fees 544.98; Dollar General Corp Plates/Cutlery/Napkins 38.40; East River Electric Nov Trans/Highland Pole Damage 34,021.74; Etterman Enterprises Shop Supplies 193.60; F & M Coop Oil Co Tire Repair/Propane 84.90; Fastenal Co Safety Glasses 15.16; First Bank & Trust Heartland Nov Trans/Whole 348,832.44; Greatland Corporation Filing Services 99.00; Hasleton/Samantha D Refund After Deposit 144.08; Hillyard Inc Dust Mop/Handle 60.31; Home Service Water Condition Salt Delivery 35.40; Hunter Publishing Inc Minutes/Resolutions/Job Ads 2,198.79; Krug Products Inc Hose 34.74; Lewis Drugs Inc Candy/Pop/Water/Stationary 62.59; Madison Ace Hardware Tools/Tarp Strap/Hardware 132.93; Mamas Maid Service Cleaning Service 2,250.00; Martin/Johnna L Refund After Deposit .39; NorthWestern Energy Utilities 1,115.31; Office Peeps Inc Batteries/Paper/Toilet Tissue 325.00; Outer World Screen Cart Decals 2,923.20; Pitney Bowes Company Meter Postage 2,000.00; Porta Pros Inc Toilet Rentals 132.00; Prostrullo Auto Plaza Switch Assembly 65.87; RC First Aid First Aid Kits 168.50; Reinicke Construction Road Gravel 916.51; Remote Systems Integration AWOS Upgrade 19,500.00; Resykle LLC Tanks/Tools 427.03; Running Supply Inc Tools/Circular Saw/Coat/Salt 985.36; Streichers Inc Citation Holder/Gun Light 191.97; Sturdevants Madison Inc Filters/Brake Cleaner/Hose 80.78; Timmer Supply Co Suction Pipe/Temp-Cart/Trim Kit 353.85; Trittech Software Systems Public Safety Software 120.00; Tyler Technologies Inc Configuration 250.00; US Dept of Energy November 2021 Services 104,629.75; Valiant Living Inc Contracted Expenses 5096.00; Williamson/McKayla M Refund After Deposit 215.61.

Claims for Ratification - December 10, 2021:

PR#25 Deductions - AFLAC 3,065.03; City of Madison - Flex One 1,608.54; Delta Dental of South Dakota 5,337.36; Health Pool of South Dakota 35,596.84; IBEW Local Union #426 434.00; Office of Child Support Enforcement 900.00; SDRS 18,684.47; SDSRP 3,625.50; Teamsters Local Union No 120 703.00.

Cash Balances - November:

General 5,805,332.98; Park & Recreation 810,682.73; Lodging & Entertainment Tax 10,213.98; Community Development 27,063.43; 2nd Cent Sales Tax 2,544,898.90; Business Improvement District 22,334.00; Special

Maintenance Fee 1,143,673.41; 2019 September Flood 39,033.89; Swimming Pool Debt Service 320,895.66; Gerry Maloney Nature Area -46,103.06; Water 1,609,532.04; Electric 4,645,797.11.Sewer 1,352,797.63; Community Center -77,819.52; Solid Waste 623,868.95; Recycling Center 192,343.84; Cafeteria Plan 8,624.24.

Gross Salaries - November:

Mayor & Commission 4,194.22; Finance 14,481.13; Engineer 8,659.20; Police 91,120.88; Fire 5,391.78; Highways & Streets 31,444.68; Restricted Use Site 1,327.50; Airport 1,676.27; Library 17,742.96; Park & Recreation 16,782.69; Water 28,005.41; Electric 53,921.32; Sewer 27,624.94; Community Center 32,738.46; Solid Waste Collection 7,267.44; Recycling 3,206.54.

Bills for Ratification - November:

Heartland Payment System Fees - Airport 99.21; CSI Fees - Community Center 96.69; Wells Fargo Bank BankCard Discnt/Interch Fees 777.46; IRS Electronic Tax Payment #23 33,896.27; Money Movers Inc Program Processing Fees 7.00; Healthy Contributions Program Processing Fees 6.05; IRS Electronic Tax Payment #24 41,701.42; SD Department of Revenue Excise Tax 48.71; SD Department of Revenue Sales Tax 41,750.13.

Personnel:

Elijah Hein 9.45/hour; Jewel Grant 14.00/hour.

Motion by Commissioner Shaw, seconded by Commissioner Corbin, to authorize the Mayor to sign Change Order No. 1 with Halme, Inc for Water System Improvements Phase 2A. The change order accounts for additional trenching, excavation, backfilling to verify utilities, emergency watermain repairs at 9<sup>th</sup> and Washington, bid items that were unintentionally omitted from the original bid for both storm and sanitary sewer, and subgrade correction work on Lincoln Ave. Total project increase is \$55,916.50 with funds to be part of the 2022 budget. Motion carried unanimously.

Motion by Commissioner Corbin, seconded by Commissioner Dybdahl, to authorize the Mayor to sign Task Order No. 10 - DGR Engineering for the 2022 Electric Distribution Conversion Project. Engineering costs will be \$79,600, with estimated total project cost of \$766,000. This is slightly higher than the 2022 budget for improvements and professional services, the remainder would come from cash. Motion carried unanimously.

Parking restrictions are now being enforced in the construction area. There are some sidewalks closed down due to the construction, please keep area clean if possible.

Commissioner Shaw thanked Attorney Jencks and his staff and Mayor Dennert for their extensive work with the FEMA home buyouts.

Motion by Commissioner Shaw, seconded by Commissioner Wire, to go into executive session pursuant to SDCL 1-25-2(1) and (4) at 5:52pm. Motion carried unanimously.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire, to leave executive session at 7:07pm.

Motion by Commissioner Shaw, seconded by Commissioner Wire, to adjourn. Motion carried unanimously.

The Board of Commissioners adjourned at 7:08pm.

/s/Sonya Wilt  
Finance Officer

CITY OF MADISON  
PERSONNEL  
DECEMBER 2021

| NAME              | EFFECTIVE<br>DATE | PRESENT<br>STATUS | RECOMMENDED<br>STATUS | PRESENT<br>RATE/SALARY | RECOMMENDED<br>RATE/SALARY | POSITION           | FUND             | DEPARTMENT     |
|-------------------|-------------------|-------------------|-----------------------|------------------------|----------------------------|--------------------|------------------|----------------|
| Jordahl, Megan    | 12/19/2021        | NA                | PT<20                 | NA                     | \$11.05                    | Fitness Instructor | Community Center | Fitness        |
| Kerhaert, Zachary | 12/19/2021        | NA                | PT<20                 | NA                     | \$9.45                     | Climbing Wall      | Community Center | Administration |



| <b>TABULATION OF BIDS RECEIVED</b><br><b>City Bid No. 908</b><br><b>Chemicals</b><br><b>For the City of Madison, SD</b><br><b>Bid Date: December 23, 2021</b><br><b>Bid Time: 10:00 o'clock A.M.</b> |                  |          |                     | Hawkins Inc. 2381<br>Rosegate<br>Roseville, MN<br>55113 | Pete Lien &<br>Sons 3401<br>Universal<br>Drive Rapid<br>City, SD 57702 | Lhoist North<br>America 20947<br>White Sands<br>Road Ste.<br>Genevieve, MO<br>63670 | Low Bid Total Cost<br>at Estimated<br>Quantities |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------|---------------------|---------------------------------------------------------|------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------|
| Schedule                                                                                                                                                                                             | Description      | Quantity | Units               | Unit Price                                              | Unit Price                                                             | Unit Price                                                                          |                                                  |
| A                                                                                                                                                                                                    | LIME             | 275      | tons                | -                                                       | <b>181.340</b>                                                         | \$382.49                                                                            | \$49,868.50                                      |
| B                                                                                                                                                                                                    | LIQUID CHLORINE  | 100      | cwt                 | <b>\$79.00</b>                                          | -                                                                      | -                                                                                   | \$7,900.00                                       |
| C                                                                                                                                                                                                    | CARBON DIOXIDE   | 15       | tons                | -                                                       | -                                                                      | -                                                                                   | \$0.00                                           |
| D                                                                                                                                                                                                    | FERRIC CHLORIDE  | 2000     | gal.                | <b>\$5.9500</b>                                         | -                                                                      | -                                                                                   | \$11,900.00                                      |
| E                                                                                                                                                                                                    | FLUOSILICIC ACID | 600      | gal.                | <b>\$5.2000</b>                                         | -                                                                      | -                                                                                   | \$3,120.00                                       |
| F                                                                                                                                                                                                    | AQUEOUS AMMONIA  | 2000     | gal.                | <b>\$3.950</b>                                          | -                                                                      | -                                                                                   | \$7,900.00                                       |
|                                                                                                                                                                                                      |                  |          | <b>Total Bid</b>    | <b>\$30,820.00</b>                                      | <b>\$49,868.50</b>                                                     | <b>\$105,184.75</b>                                                                 | <b>\$80,688.50</b>                               |
|                                                                                                                                                                                                      |                  |          | <b>Bid Security</b> | <b>10%</b>                                              | <b>10%</b>                                                             |                                                                                     |                                                  |

| Schedule | Description      | 2021<br>Prices | 2020<br>Prices | 2019 Prices | 2018<br>Prices | 2017<br>Prices | 2016<br>Prices | 2015<br>Prices | 2014<br>Prices |
|----------|------------------|----------------|----------------|-------------|----------------|----------------|----------------|----------------|----------------|
| A        | LIME             | \$166.300      | \$173.490      | \$166.120   | \$145.00       | \$158.50       | \$160.00       | \$161.00       | \$149.97       |
| B        | LIQUID CHLORINE  | \$55.000       | \$47.000       | \$48.000    | \$48.00        | \$46.50        | \$47.33        | \$48.50        | \$43.50        |
| C        | CARBON DIOXIDE   | -              | -              | -           | -              | -              | -              | \$289.41       | \$250.00       |
| D        | FERRIC CHLORIDE  | \$5.800        | \$5.569        | \$5.480     | \$5.090        | \$4.863        | \$5.220        | \$5.440        | \$5.429        |
| E        | FLUOSILICIC ACID | \$4.600        | \$4.567        | \$4.300     | \$3.55         | \$3.20         | \$3.440        | \$3.857        | \$3.95         |
| F        | AQUEOUS AMMONIA  | \$3.630        | \$3.250        | \$3.150     | \$3.050        | \$2.990        | NA             | NA             | NA             |

# prices not from bids

## **PROPOSED RESOLUTION NO. 2021-30**

### **A RESOLUTION TO DECLARE THE NECESSITY FOR SIDEWALK IMPROVEMENT 2022**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MADISON, SOUTH DAKOTA:

That the City hereby declares the necessity of constructing sidewalks within the City of Madison located adjacent to the following streets as noted with the projected locations being as follows:

A. Project 1 – NE 4<sup>th</sup> Street from N Harth Avenue to N Washington Avenue:

1. Lot 18 in Block 11 of Kennedy's Subdivision of Blocks No. Eleven (11) and Twelve (12) of Kennedy's Extension of Madison, Lake County, South Dakota; 114 linear feet of 4 inch sidewalk; 22 linear feet of 6 inch sidewalk; estimated total costs \$4363.72
2. North Forty-Five (45') of Lot One (1), Block Eleven (11), Kennedy's Subdivision of Blocks Eleven (11) and Twelve (12), Kennedy's Extension to City of Madison, Lake County, South Dakota; 112 linear feet of 4 inch sidewalk; 0 linear feet of 6 inch sidewalk; estimated total costs \$3530.24
3. Lot One (1) and the North 5 feet of Lot Two (2), except the East 72 feet of the North 5 Feet of Lot Two (2), Block Twelve (12) of Kennedy's Subdivision of Blocks Eleven (11) and Twelve (12) of Kennedy's Extension to Madison, Lake County, South Dakota; 83 linear feet of 4 inch sidewalk; 0 linear feet of 6 inch sidewalk; estimated total costs \$2616.16

B. Project 2 – N Lincoln Avenue from NE 1<sup>st</sup> Street to NE 3<sup>rd</sup> Street:

1. The North 86 feet of Lot One (1) and the North 86 feet of the East 30 feet of Lot Two (2) of Block Five (5) of Town Proprietor's Second Addition to Madison, Lake County, SD; 64 linear feet of 4 inch sidewalk; 0 linear feet of 6 inch sidewalk; estimated total costs \$2017.28
2. The South 71.75 feet of Lot Ten (10) and approximately the South 63 feet of the West Half (W ½) of Lot Nine (9) in Block Four (4) in Town Proprietor's Second Addition to the City of Madison, Lake County, SD; 72 linear feet of 4 inch sidewalk; 0 linear feet of 6 inch sidewalk; estimated total costs \$2269.44
3. Lots Six (6), Seven (7), Eight (8), and the East Half (E ½) and the North 70 feet of the West Half (W 1/2) of Lot Nine (9) and the North 70 feet of Lot Ten (10) in Block Four (4) of Town Proprietor's Second Addition to the City of Madison, Lake County, SD; 70 linear feet of 4 inch sidewalk; 0 linear feet of 6 inch sidewalk; estimated total costs \$2206.40

C. Project 3 – NE 1<sup>st</sup> Street from N Lincoln Avenue to N Grant Avenue:

1. Lot One (1), of Dingman's Resubdivision of Lots Nine (9) and Ten (10) in Block Seven (7) of Town Proprietor's Second Addition to Lake County, South Dakota; 84 linear feet of 4 inch sidewalk; 16 linear feet of 6 inch sidewalk; estimated total costs \$3208.00
2. Lots Four (4), Five (5) and Six (6) in Block Seven (7) in Town Proprietor's Second Addition, Madison, Lake County, South Dakota; 50 linear feet of 4 inch sidewalk; 15 linear feet of 6 inch sidewalk; estimated total costs \$2101.30
3. Lots One (1) and Two (2), Block Seven (7) of Town Proprietor's Second Addition to Madison, Lake County, South Dakota; 97 linear feet of 4 inch sidewalk; 0 linear feet of 6 inch sidewalk; estimated total costs \$3057.44.

4. Lots Seventeen (17), and Eighteen (18) in Block Six (6) of Town Proprietor's Second Addition to Madison, Lake County, South Dakota; 100 linear feet of 4 inch sidewalk; 0 linear feet of 6 inch sidewalk; estimated total costs \$3152.00
5. Lots Nineteen (19) and Twenty (20) Block Six (6) Town Proprietor's 2<sup>nd</sup> Addition to Madison City; 60 linear feet of 4 inch sidewalk; 35 linear feet of 6 inch sidewalk; estimated total costs \$3116.90

D. Project 4 – SE 1<sup>st</sup> Street from S Washington Avenue to S Garfield Avenue

1. The North One-Half (N ½) of Lot Nine (9), and all of Lot Ten (10), in Block Twenty-three (23), Original Plat of the City of Madison; 116 linear feet of 4 inch sidewalk; 20 linear feet of 6 inch sidewalk; estimated total costs \$4356.72
2. Lots One (1) and Two (2) in Block Twenty Three (23) of the Original Plat of Madison, Lake County, SD; 114 linear feet of 4 inch sidewalk; 22 linear feet of 6 inch sidewalk; estimated total costs \$4363.72
3. Lot Seven (7) and Lot Eight (8) in Block Fifteen (15) of Town Proprietor's Second Addition to Madison, South Dakota; 58 linear feet of 4 inch sidewalk; 10 linear feet of 6 inch sidewalk; estimated total costs \$2178.36
4. Lot Six (6) in Block Fifteen (15) of Town Proprietor's Second Addition to City of Madison, South Dakota; 35 linear feet of 4 inch sidewalk; 15 linear feet of 6 inch sidewalk; estimated total costs \$1628.50
5. Lot Five (5) in Block Fifteen (15) of Town Proprietor's Second Addition to the City of Madison, South Dakota; 40 linear feet of 4 inch sidewalk; 10 linear feet of 6 inch sidewalk; estimated total costs \$1611.00
6. Lot Four (4) of Block Fifteen (15) of Town Proprietor's Second Addition to the City of Madison, Lake County, South Dakota; 40 linear feet of 4 inch sidewalk; 10 linear feet of 6 inch sidewalk; estimated total costs \$1611.00
7. Lots One (1) and Two (2) in Block Fifteen (15) of Town Proprietor's Second Addition to Madison, Lake County, South Dakota; 97 linear feet of 4 inch sidewalk; 0 linear feet of 6 inch sidewalk; estimated total costs \$3057.44
8. Lot Nine (9) and Lot Ten (10) in Block Sixteen (16) of Town Proprietor's Second Addition to Madison, Lake County, South Dakota; 100 linear feet of 4 inch sidewalk; 0 linear feet of 6 inch sidewalk; estimated total costs \$3152.00
9. Lot Eight (8) of Block Sixteen (16) of Town Proprietor's Second Addition to Madison, Lake County, SD; 34 linear feet of 4 inch sidewalk; 16 linear feet of 6 inch sidewalk; estimated total costs \$1632.00
10. The West Half (W ½) of Lot Six (6) and all of Lot Seven (7) in Block Sixteen (16) of Town Proprietor's Second Addition to Madison, Lake County, SD; 75 linear feet of 4 inch sidewalk; 0 linear feet of 6 inch sidewalk; estimated total costs \$2364.00
11. Lot 5 and the East Half (E ½) of Lot 6 in Block 16 of Town Proprietor's Second Addition to Madison, Lake County, South Dakota; 16 linear feet of 4 inch sidewalk; 12 linear feet of 6 inch sidewalk; estimated total costs \$924.56
12. Lot 4 in Block 16 of Town Proprietor's Second Addition to Madison, Lake County, South Dakota; 40 linear feet of 4 inch sidewalk; 10 linear feet of 6 inch sidewalk; estimated total costs \$1611.00

13. Lots One (1), Two (2), and Three (3) in Block Sixteen (16) of Town Proprietor's Second Addition to Madison, Lake County, South Dakota; 137 linear feet of 4 inch sidewalk; 0 linear feet of 6 inch sidewalk; estimated total costs \$4318.24
  14. Lot 13 and Lot 14 in Block 13 of Town Proprietor's Second Addition to Madison, Lake County, South Dakota; 82 linear feet of 4 inch sidewalk; 18 linear feet of 6 inch sidewalk; estimated total costs \$3215.00
  15. Lots Fifteen (15) and Sixteen (16), Block Thirteen (13), Town Proprietor's Second Addition to the City of Madison and Lots Seventeen (17) and Eighteen (18), Block Thirteen (13), Town Proprietor's Second Addition to the City of Madison; 158 linear feet of 4 inch sidewalk; 42 linear feet of 6 inch sidewalk; estimated total costs \$6451.00
- E. Project 5 – N Union Avenue from NW 6<sup>th</sup> Street to NW 7<sup>th</sup> Street (Deferred Install)
1. The North One Hundred (N 100') Feet of the South Two Hundred Fifty (S 250') Feet except the East Seventy Six (E 76') Feet thereof in Lot Nine (9) of Block Two (2), Smith & Trow's Summit Addition to Madison, Lake County, South Dakota; 100 linear feet of 4 inch sidewalk; 0 linear feet of 6 inch sidewalk; estimated total costs \$3152.00
- F. The owners of lots set forth in projects one (1) – five (5) above shall construct sidewalk at their own expense on or before July 22, 2022. The City Commission may extend the deadline for installation of the sidewalk in the event a construction project, including sidewalk, is being undertaken during 2022.
- G. The general nature of the construction and materials to be used are as follows:
1. Sidewalks shall be 4 feet 8 inches in width and run the entire length of the real property.
  2. Concrete shall be a minimum of 4 inches thick and shall include aggregate customarily used in this locale for concrete that will be exposed to the elements.
  3. A gravel-based course with a minimum depth of 3 inches shall be used.
  4. Location and grade shall be approved by the Engineers Office.
- H. The estimated costs per linear foot for 4 inch sidewalk is \$31.52 and for 6 inch sidewalk is \$35.02.
- I. The class of lots to be assessed vary and may include each zoning district. Each lot shall benefit by having pedestrian access adjacent thereto. The assessed costs shall be apportioned at the respective linear footage length of 4 foot 8 inch wide sidewalk constructed adjacent to each lot.
- J. All work is to be constructed by licensed contractors in accordance with standard City of Madison specifications and details which are on file and can be reviewed during regular business hours at the finance office and the Engineers Office. Plans may be reviewed during regular business hours at the finance office.
- K. Exempt from the requirement to construct sidewalk are those areas which presently have sidewalk or have asphalt pavement in the areas where sidewalk will be required. Said asphalt pavement may remain provided it is marked and striped with paint or other approved material as a designated walkway and where said areas are in a condition equal to the condition standards required for sidewalk.
- L. The improvements for each affected real property may not be substantially uniform due to the need for retaining walls or other improvements/additional requirements necessary on some properties. The City shall be responsible for these additional costs if approval is given to the property owner in writing from the City Engineer prior to commencement of improvement.
- M. If a retaining wall is determined necessary by the City Engineer, the City shall pay for the initial construction of all retaining walls. Construction shall not commence until approval of the specifications, plans, details and a minimum of two (2) bids are obtained from the Office of City Engineer.

Reimbursement to the landowner of the wall shall be upon satisfactory completion of the retaining wall. No reimbursement for retaining wall construction shall be made unless, prior to construction, the specifications, plans, materials and bids are approved by the City Engineer. The City shall be responsible for the cost of installation of retaining walls if satisfactorily completed.

- N. Upon completion of construction the improvements shall become the responsibility of the landowner.
- O. If such sidewalk is not constructed in the manner and within the time prescribed hereinabove, then, pursuant to South Dakota Codified Law (SDCL) 9-46-4 the City of Madison, hereby this Resolution, shall cause the work to be done and the cost thereof to be assessed against the real property adjoining or abutting upon the sidewalks constructed as provided in SDCL 9-46-4.1.
- P. For any assessments ultimately becoming due, payments shall be payable under Plan One, as provided for in SDCL 9-43-102.
- Q. The above described improvement shall be herein referred to as Sidewalk Improvement 2022 which shall be deemed a description of the improvement as herein set forth.

Dated this \_\_ day of December, 2021.

CITY OF MADISON

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Finance Officer

## AGREEMENT

THIS AGREEMENT (hereinafter referred to as “Agreement” or “Contract”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Madison, South Dakota, hereinafter referred to as the “Employer” or the “City” and the Teamsters Local Union No. 120, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the “Union”.

### 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 employed by the City of Madison in the following Departments, to-wit: Streets, to include Solid Waste Collection and Disposal, Water and Sewer, Parks and any regular full-time Custodians within any Department, excluding all other City Employees and all Department Heads.

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

### ARTICLE 2

#### SEPARABILITY AND SAVING CLAUSE

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

### ARTICLE 3

#### NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, handicap, or national origin, nor will they limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities because of his race, color, religion, sex, age, handicap or national origin.

It is the policy of the City and the Union to prohibit discrimination and harassment. Employees should refer to the City Policy on Discrimination and Harassment.

## ARTICLE 4

### MANAGEMENT RIGHTS

The customary functions of the management for the carrying on of the business and operation are recognized and vested exclusively in the Employer. Such customary rights include the control and regulation of usages of its machinery, equipment, and other property; the determination of the number, location and continuance of use of its plants and offices; the subletting of work; the direction and control of its work force as to size and composition and assignment of employees; to make all changes, rules, policies, and practices; to hire, promote, retire, demote, transfer, layoff and recall employees to work; to determine the work schedules as to hours and shifts to be worked; to reprimand, suspend, discharge or otherwise discipline employees for just cause and otherwise generally manage and direct the work force and establish terms and conditions of employment.

Such right and power shall not be exercised arbitrarily or unfairly to any employee and shall not be exercised so as to violate any provision of this Agreement. No rule, procedure or practice of the management shall be contrary to any provision of this Agreement.

## ARTICLE 5

### BONDS

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

## ARTICLE 6

### LIABILITY COVERAGE

The Employer shall continue in affect the insurance coverage relating to claims against the City and City Employees. The Employer retains the right to change insurance carriers or otherwise provide for insurance coverage.

## ARTICLE 7

### STEWARDS

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

- (1) Investigation and presentation of grievances to Employer or the Employer Representative in accordance with the provisions of this Agreement;
- (2) Serve bargaining unit employees by explaining the purpose and content of an existing Contract. The City shall direct such inquiries by bargaining unit employees to job steward(s).

The stewards shall be permitted a reasonable time, not to exceed two (2) hours per pay period, as time permits, to conduct necessary Union business of presenting, processing and investigating grievances, during working hours without loss of pay, provided that it does not interfere with the efficient operation of the department, which determination shall be in the discretion of the Head of the Department, and provided that the department head is advised in advance of the absence. Such time on such necessary Union business during duty hours shall not be deducted in the computation of by-weekly overtime.

## ARTICLE 8

### BULLETIN BOARDS

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

## ARTICLE 9

### MILITARY LEAVE

Regular full-time employees serving in the Military Reserve, S.D. Army National Guard, Air National Guard, or Naval Militia, will be granted unpaid leave of absence when they are called out for active service.

However, there will be no loss of seniority, and employees may utilize vacation leave.

## ARTICLE 10

### GRIEVANCE PROCEDURE

A grievance is defined as any dispute involving the application or alleged violation of any provision of City policy, or work activity, or dispute involving the interpretation of a Union Agreement with the City that cannot be satisfactorily resolved as a result of a discussion between the aggrieved employee and his/her immediate supervisor.

Section 1: An employee shall reduce in writing and submit to his department head the grievance within ten (10) calendar days following the day on which the grievance occurred or when the employee should have had reasonable knowledge of the occurrence. The written grievance shall contain a statement of the facts, the revision or provisions of the Agreement or working condition of employment which the employee believes may be a basis for corrective action by the aggrieved employee or Union Representative. An employee may have the Local Union Steward and/or the Local Business Representative present at the time of discussion with the Employer, who in the first instance shall be his/her department head. All grievances shall be answered in writing within ten (10) calendar days of the receipt of the grievance.

Section 2: Should the parties fail to agree upon a satisfactory disposition of the grievance, the matter may be referred within ten (10) calendar days by the employee to a conference between the Union and the Commissioner in charge of the department. A written

answer to the grievance shall be submitted within ten (10) calendar days of the conference. An employee shall be allowed to be present at all steps of the grievance procedure.

Section 3: In the event the grievance is not resolved under the procedures of Section 2, the employee may request, in writing, a hearing with the City Commission within ten (10) calendar days of the decision being received by the employee under Section 2. The Commission at its next regular scheduled meeting, in executive session shall set the hearing date. The hearing shall be scheduled within the following two (2) weeks and be conducted in an executive session under procedure to be established by the commission and submitted to the Union.

Section 4: Any grievance not resolved as a result of the hearing described in Section 3 may be referred, by either party, to the Department of Labor Management pursuant to SDCL 3-18-5.2. The appeal must be initiated within thirty (30) calendar days following notification of the decision by the City Commission. No grievance shall be entertained or processed unless it is submitted in accordance herewith. Failure of either party to abide by the time limits set forth in this procedure shall mean that the grievance is resolved according to the remedy sought or deemed not to exist.

Section 5: Any time limits under any section may be extended by mutual written agreement by the City and the Employee or the Union.

Section 6: This system is intended to protect the employee and give them a means of appeal in matters of importance. For example: A discharge of an employee for what is felt by him/her to be a lack of just cause.

Section 7: At any time the employee or Union may dismiss or drop a grievance. The dismissal of the grievance shall not be viewed as precedent for a grievance on identical topic matter of another employee.

## ARTICLE 11

### DISCHARGE OR SUSPENSION

The Employer shall not discharge, suspend, or discipline any employee without just cause.

All City employees are responsible for carrying out City Policy for the good of the City and its citizens. When disciplinary action is necessary, it is the responsibility of the supervisor to initiate, administrate and carry through the proper action.

The causes for which an employee may receive progressive disciplinary action include the following but not limited to:

- (1) Incompetence or inefficiency;
- (2) Violation of safety rules;
- (3) Disregard for authority and willful failure to obey lawful orders;
- (4) Deceit or falsification of records;

- (5) Disclosure of confidential information;
- (6) Theft or other acts of turpitude tending to discredit the City;
- (7) Use of or under the influence of intoxicating liquor or drugs on the job or in or on City property;
- (8) Abuse of sick leave privilege;
- (9) Continued tardiness;
- (10) Any action which is detrimental to the efficiency or effectiveness of the operation of the City;
- (11) Any action which is detrimental to or discredits the City;
- (12) Any action which threatens the safety and security of the City Employees or the general public;
- (13) A violation of a departmental rule or procedure.

Whenever the City determines the disciplinary action is to be imposed upon an employee, Steps 1 - 5 will be followed when appropriate, however a department head may at his or her discretion choose any level of discipline provided it is commensurate with the severity of the action.

- (1) For first offense, depending upon severity, a verbal reprimand or written reprimand;
- (2) For second offense, depending upon severity, a written reprimand or up to or including suspension without pay or demotion;
- (3) For third offense, depending upon severity of the offense, up to or including suspension without pay, demotion or discharge;
- (4) No reprimand shall be needed to discharge an employee for being under the influence of alcohol or drugs while on duty (subject to the City's work rules relating to chemical dependency on drugs and alcohol), theft or other acts of moral turpitude or in any other manner converting Employer's property, disregard for authority and willful failure to obey lawful orders, assaulting a City Officer, Supervisor or Employee on the premises of any conduct which threatens the safety and security of City Employees or the general public;
- (5) A reprimand or other disciplinary action shall remain as a part of the employee's regular record for a period of twenty-four (24) months.

## ARTICLE 12

### CITIZEN'S COMPLAINT

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

## ARTICLE 13

### REPRIMAND

Any reprimand that can become part of an employee's official record or result in suspension or discharge shall be given in writing to the employee affected. The employee shall have the right for union representation.

## ARTICLE 14

### COMMITTEE FOR UNION - MANAGEMENT COOPERATION

The parties recognize that during the period in which this Agreement is in effect, problems of administration of this Agreement may arise which are not anticipated by either party. They also recognize that during such period more mutually constructive and productive relationships are likely to exist between the City and the Union and among the management and non-management employees, if both the City and the Union continue to enlarge their respective efforts to gain a better appreciation and understanding of each other's problems and objectives. They recognize that frequently what first appears to be problems or areas of conflict and disagreements are actually the result of misunderstanding which are cleared away upon a complete and frank exchange of viewpoints and ideas. They believe that even though limitations are being placed upon formal collective bargaining negotiations through the extended period of this Agreement, a better atmosphere in which they both desire, can be created through meetings of the kind described below:

As needed, meetings may be held during the term of this Agreement of the committee formed as part of this Article. It is understood that such meetings will be held for the purpose of appraising and discussing the problems, if any, which arise concerning administration, interpretation or application of the Agreement or other matters which either party believes will contribute to the improvement in the relations between them within the framework of this Agreement. It is understood that such meetings shall not be for the purpose of handling grievances or conducting collective bargaining negotiations nor for any purpose which in any way will modify, add to, or detract from the provisions of this Agreement. In agreeing to such meetings, the parties are providing concrete evidence of their sincere desire to encourage friendly, cooperative relationships between all employees covered by this Agreement and to find ways to overcome difficulties, influences, or attitudes which interfere with such relationships.

Meetings shall be limited to one (1) hour per pay period unless otherwise mutually agreed to.

This committee shall also consider handling problems concerning the safety of working conditions. Each of the parties recognize the importance of protecting the health, life, and limb of

employees and the City will make every reasonable effort to improve conditions that promote health and safety among City employees. This committee may make recommendations respecting conditions which in its opinion would make working conditions safer.

The committee shall be composed of two (2) members designated by the Union and two (2) members designated by the City. Any recommendations must be adopted by a majority of the committee.

## ARTICLE 15

### SENIORITY

Qualifications, experience and physical fitness being relatively equal, seniority rights for employees shall prevail.

Seniority shall be defined as the total length of continuous service with the Employer since the last date of hire with the City of Madison as a regular full-time employee.

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

On January 1 of each year, the City shall post a copy of seniority list. Also submit a copy of said list to the Union.

Seniority and employment relationship shall terminate when an employee:

- (1) Quits;
- (2) Retires;
- (3) Is discharged by just cause.

Call-in for all departments will be performed in a manner consistent with a rotational schedule utilizing a qualified employee.

In the event of a lay-off, employees shall be laid off in accordance with this Article and recalled in the reverse order.

Job openings within the bargaining unit shall be posted on City bulletin boards for five (5) working days and be awarded to the senior qualified employee within the department who bid on such position if such person is determined to possess the skills and ability and qualifications necessary to perform the duties in a satisfactory manner. Thereafter, the positions will be open to the remainder of the bargaining unit employees in accordance to Article 15 of this Agreement.

Employees shall be classified as full-time or part-time. Full-time employees shall not be laid off if part-time employees are working.

## ARTICLE 16

### PROMOTIONS AND TRANSFERS

Section 1: Whenever possible, new and vacant positions will be filled from within the City by promoting qualified employees in accordance with the following:

- (A) All employees covered under the Teamster Contract are eligible to apply for open positions in which a vacancy occurs. Employees covered under the Teamster Contract will be given priority over employees from other Departments not covered under the Teamster Contract for promotion to a position covered under the Teamster Contract. The city shall post open positions covered under the Teamster Contract internally for 5 days.
- (B) Promotions/transfers shall be made on the basis of seniority, skills, ability and qualifications and job performance. If skills, ability, qualifications and job performance are relatively equal, then seniority shall be the determining factor.

Section 2: Transfers. An employee may request a transfer from a position or department to another position or department within the bargaining unit. In the event an employee wishes to transfer from within the bargaining unit to a position outside the bargaining unit or in reverse, the procedures of the policy covering the department to which the employee is transferring into would prevail, i.e. the City Personnel Policy or the Union Contract.

Such a request to transfer must first be made to the employee's immediate supervisor and department head and thereafter to the department head of the new department to determine his/her suitability for transfer in accordance to Article 14 of this Agreement.

Regular transfers shall require the transferred employee to serve a training period in accordance to Section 4 of this Article.

Accumulated benefits to include insurance, vacation, retirement and sick leave for a transferred employee will be based upon total time of service to the City. Seniority for all other purposes for a transferred employee is based upon the employment date in the new department.

Short term transfers for City convenience may be made at any time at the discretion of the department head, providing the employee is informed of the need and expected duration of the transfer and it does not affect pay in a negative manner.

Section 3: Promotions: Promotions may be considered on the basis of seniority, skills, ability, qualifications and job performance. Any promoted employee will be subject to the requirements of the training period but will retain all accumulated benefits including seniority.

Section 4: During the training period the employee will be granted a ten (10) workday trial period to determine, water treatment employee will be granted fifteen (15) workday trial period;

- (A) His or her ability to perform the job.
- (B) His or her desire to remain on that job.

During the ten (10) or fifteen (15) workday period an employee may elect to revert back to his/her previous position at the rate of pay the employee was receiving when he/she left the position, without penalty or prejudice. If the City determines the employee cannot meet the requirements of the job during the ten (10) or fifteen (15) workday period, the employee shall revert back to his/her previous position at the rate of pay the employee was receiving when he/she left the position, without penalty or prejudice. At the end of the ten (10) or fifteen (15) workday period the employee shall continue to serve the five (5) month remainder of the training period. Transferred employees would be able to sign a waiver before the ten (10) or fifteen (15) days have expired to waive the remaining time and stay in the new position.

An employee serving a training period under such transfers or promotions, shall be subject to layoff, discipline and discharge in accordance to this Agreement.

## ARTICLE 17

### EMPLOYEE CLASSIFICATION

Regular Full-Time Employees - Employees who work not less than sixty-four (64) hours bi-weekly on a year round basis, completed a six (6) month training period and as a result has received a satisfactory rating by his/her supervisor. Time served on training period status will be considered as regular full-time when the employee is so classified.

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

Part-Time Employees - Employees who work less than sixty-four (64) hours in a two (2) week period on average (one (1) year time frame). Part-time employees are eligible for those benefits associated with this classification.

Temporary Employees - Employees hired for either a defined period of time, seasonal work, or until completion of a specific project. Temporary employees are eligible for no benefits.

## ARTICLE 18

### SICK LEAVE

The City policy with reference to sick leave is as follows:

- (1) Training period and regular employees will receive sick leave credits at the rate of one-half (1/2) day per pay period (twenty-six (26) pay periods per year) or thirteen (13) days per year. In the event of illness an employee will receive eight (8) hours of regular pay for each regular workday he/she is absent from work to the extent of his/her earned sick leave credit.

- (2) Temporary employees do not receive any sick leave credits.
- (3) Employees shall be charged for sick leave only for absence on days when they would otherwise work and receive pay.
- (4) Holiday hours and sick leave hours paid for but not worked in excess of one (1) full pay period shall not be used for the purpose of computing any sick leave.
- (5) Sick leave shall be granted to employees:
  - (A) When they are incapacitated for the performance of their duties due to illness, injury or pregnancy and confinement.
  - (B) For medical, dental or optical examination or treatment.
  - (C) When a member of the immediate family or the employee is afflicted with an illness and requires the care and attendance of the employee. Immediate family is defined as per Article 29, Section 1 of this Agreement.
  - (D) When, through exposure to illness, the presence of the employee at his/her post of duty would jeopardize the health of others.
  - (E) Any employee who is the father of a newborn child shall be granted two (2) days of sick leave, one (1) of which may be taken at the time of delivery and one (1) at the time of the release from the hospital.
  - (F) The department supervisor may require a doctor's certification to establish the employee's illness.
  - (G) When an employee's sick leave extends beyond three (3) work days, the City may require a doctor's certification clearing the employee for a return to work.
  - (H) An employee who is unable to work because of illness is expected to notify his/her supervisor as soon as possible.
  - (I) Employees are expected to employ the sick leave provisions only in the event of actual illness.

Abuse of the privilege by an employee and deliberate deceit in connection with the use of this privilege will result in discharge of the employee.

(J) Procedures:

- (a) When an employee is ill and unable to work, he/she shall call his/her supervisor.
- (b) The number of hours of sick leave will be noted on the employee's time sheet and charged against his/her accumulated sick leave by the Finance Officer.

(c) An employee who abuses the sick leave privilege may expect disciplinary action pursuant to City policy.

(K) Twenty-five percent (25%) of base wage for accrued sick leave will be reimbursed to employee upon resignation for all employees hired prior to January 1, 2005. All employees hired after January 1, 2005 shall be paid twenty-five percent (25%) up to a total of four hundred eighty (480) hours.

## ARTICLE 19

### WORKERS COMPENSATION

Workers Compensation shall be administered in accordance with State guidelines.

Employees qualifying for worker's compensation may use sick leave and/or vacation leave credit to supplement work comp payments up to their average bi-weekly net pay.

## ARTICLE 20

### PENSIONS

Retirement benefits shall remain as provided by South Dakota Law, but they shall not be in any manner reduced or lessened during the period of this Contract, unless the changes are beyond the control of the City.

It is the intent of the City and the Union to provide the Special Pay Plan for its employees. SDRS provides a special pay plan for all eligible employees. The City will follow the SDRS rules and policies where it relates to the Special Pay Plan. For more information, please see the City Policy.

Upon termination of employment, employees who have served the City five (5) years or more will receive severance pay, one (1) week's pay at the employee's then current pay for each five (5) years of continuous service, or prorated amount thereof.

## ARTICLE 21

### INSURANCE

Section 1: The City shall make available a dental, group hospitalization and surgical insurance plan, including major medical coverage, for all full-time employees in the bargaining unit and their dependents electing to be covered by such insurance. The insurance policy is to be similar to what is currently provided or as reasonably close as possible considering coverage and premium.

The City will pay a monthly benefit of \$582.34/month for single coverage, \$1014.06/month for employee + one coverage \$1146.22/month for employee + children and \$1191.86/ month for family coverage for calendar year 2022.

The City shall continue to pay the premium for the current life insurance benefits.

Insurance coverage shall begin the first due date following the date of hire.

Upon receipt of notification by the insurance carrier that changes are needed, the City will in turn notify the Union for purposes of soliciting comments and suggestions

In the spirit of working toward a partnership between management and employees, the City has created an insurance committee that is designed to review the current plan, schedule of benefits, service, utilization, rates, and any new proposals. This committee will consist of both non-voting and voting members and the following positions included are:

Non-voting:

Human Resources Director (nonvoting member)

Union Stewards from represented bargaining units – (nonvoting members)

Voting:

Finance Officer

2 employees from the Teamsters departments

1 employee from the Electric

1 employee from Public Safety (either Fire or Police)

3 employees At-Large

1 Finance Commissioner

1 Department Head

This committee will work together to provide recommendations to the City Commission prior to the renewal of the insurance currently implemented. The Commission will take recommendations under consideration and negotiate with the union any proposed changes. The committee is not a decision-making committee but rather a committee comprised of recommending insurance proposed changes.

## ARTICLE 22

### PAY PERIODS

All employees covered by this Agreement shall be paid every two (2) weeks.

## ARTICLE 23

### WORK WEEK

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

The department head shall set the working hours for each employee due to operational needs based on seniority within the job classification.

Employees shall be paid overtime at the rate of time and one half (1 ½) their regular rate of pay for any hours worked in excess forty (40) hours per week.

At the discretion of the department head employees may be scheduled in advance to work four (4) ten hour shifts within a Monday through Friday workweek for special projects. Within these guidelines, employees shall be paid overtime at the rate of time and one half (1 ½) their regular rate of pay for any hours worked in excess forty (40) hours per week.

The work week shall consist of 40 hours in 5 consecutive days Monday through Friday. The normal workday shall consist of 8 hours between 7 a.m. and 4 p.m. with 1 hour of for lunch. This daily schedule maybe altered by no more than 1 hour for some or all employees, by mutual agreement between the City and the Union. Department Head may modify work hours in cases of emergencies.

## ARTICLE 24

### STAND-BY

Employees of the water treatment facilities shall be placed on stand-by on a weekly rotating schedule from Friday at 4:00 p.m. until the following Friday at 4:00 p.m. Employees serving under such stand-by week provision shall be compensated forty dollars (\$40.00) per day for each day on stand-by. Operations consisting of up to one (1) hour of work daily shall be included in the compensated stand-by pay. Employees will be required to respond to any call-in within 20 minutes and will be expected to make necessary accommodations to meet that response time. Failure to adhere will result in disciplinary action.

## ARTICLE 25

### CALL-IN

Employees who are requested to report for work during hours when they are scheduled to be off shall receive either comp time or overtime at one and one-half (1 ½) times the regular rate of pay for a minimum of two (2) hours. This minimum shall not apply to work performed immediately before or immediately after an employee's work shift.

When needed, street department employees will be placed on call on a weekly rotational schedule. This rotation shall be under the supervision of the street superintendent on a voluntary basis.

When employees are required to work more than 3 hours past their normal quitting time on a regular day, an in-state meal per diem will be paid. If employee is called into work 2 hours before the start of their regular workday, an in-state breakfast per diem will be paid. If unusual or emergency conditions exist, a sit-down hot meal may be provided at the city's expense, with or without compensation, per the department head.

## ARTICLE 26

### SAFETY AND EQUIPMENT

The City will furnish safety equipment needed for various jobs to include hard hats, florescent vests, safety goggles, ear plugs, back braces, prescription safety glasses and gloves as designated by the Department Head. Employees will receive prescription safety glasses once

every two (2) years unless there is damage to the glasses by performing work for the City. Supervisor must approve additional safety glasses within that two (2) year period. It is required that the employees utilize the equipment when provided. It is recommended that each department head conduct safety meetings once each month.

Employees engaged in jobs that involve the use of chemicals, tar, paint, oil, and substances that may cause deterioration of clothing shall have access to a protective outer garment to be provided by the City.

The drill used to mix paint in the Street Department will be an approved non-spark producing tool for employee safety and protection of City property.

All employees shall be allowed regularly scheduled immunizations for tetanus, hepatitis and any others needed for job safety and health protection at the expense of the City.

An annual boot allowance of \$150.00 will be paid each year with payroll #1. Only employees on the payroll on that date will receive the stipend. Employees will be expected to wear and maintain work appropriate boots/shoes.

## ARTICLE 27

### BREAK TIME

All employees shall be granted a fifteen (15) minute paid break during the first four (4) hours, and a fifteen (15) minute paid break during the second four (4) hours of their shift. If an employee(s) scheduled shift is extended by two and one-half (2 ½) hours or more, an additional fifteen (15) minute paid break will be granted.

Part-time employees shall be permitted two (2) fifteen (15) minute breaks in an eight (8) hour period to be scheduled with the senior supervisor on duty.

## ARTICLE 28

### MISCELLANEOUS

- (1) The City shall reimburse employees for all fees associated with any license or certification required by the City.

## ARTICLE 29

### SPECIAL LEAVE

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

- (1) Funerals - The City will permit any regular full-time employee to be absent from work without loss of pay, based on his/her regular straight time pay for three (3)

basic work days to arrange for and attend the funeral for a member of the immediate family. Two (2) additional days may be charged to sick leave and if more time is needed the additional time may be charged to vacation. In the event of a funeral of a relative outside the immediate family, an employee may take two (2) days off with pay to be charged to sick leave and if additional days are needed these days may be charged to vacation. In the case of the death of an immediate family member, two (2) additional days shall be granted where travel (at least 200 miles one way) is necessary, provided the same is proved by the Department Head. These travel days will be charged to sick leave or vacation leave, if neither is available they may be taken as unpaid leave. In the case of a relative not named, two (2) days travel (must be at least 200 miles one way) leave shall be given to attend the funeral to be deducted from the employee's sick leave, with prior approval of the Department Head.

Immediate family shall include spouse, parents, step-father, step-mother, father-in-law, mother-in-law, children, to include step-children, siblings, siblings of a spouse, grandparents, great grandparents to include spouses, grandchildren and brother and sister-in-law to include step.

- (2) Voting - Any employee eligible to vote at any election held within the State of South Dakota shall, on the day of such election, be granted time to go to the polls if his/her duties on that day would otherwise prevent him/her from voting before or after regular working hours.
- (3) Jury or Court - If any employee is called for jury duty, he/she shall continue to be paid at his/her regular rate. Upon returning to work, he/she shall reimburse the City for the amount received for jury duty for each day to accrue for the time that is spent on jury duty.

## ARTICLE 30

### HOLIDAYS

It is the policy of the City of Madison to afford all regular full-time employees twelve (12) paid holidays each year. The City recognizes the following holidays:

|                        |                                    |
|------------------------|------------------------------------|
| New Year's Day         | Veteran's Day                      |
| Thanksgiving Day       | President's Day                    |
| Memorial Day           | Christmas Day                      |
| Independence Day       | Labor Day                          |
| Good Friday            | Columbus Day (Native American Day) |
| Martin Luther King Day | Juneteenth                         |

"Holiday pay" shall be defined as eight (8) times the straight time hourly rate.

An additional four (4) hours of holiday pay will be awarded each December 24<sup>th</sup> if that date falls on a regular work day.

Employees who are scheduled to work the holiday will be compensated for holiday pay and eight (8) hours of premium pay at time and one-half (1 ½).

Employees called out on Thanksgiving Day or Christmas Day shall receive holiday pay and in addition be paid at two (2) times their hourly rate of pay.

Employees on vacation during a holiday will receive holiday pay or an additional day off at the employee's discretion.

Holidays shall be observed on the day of observance. If a holiday falls on Saturday, Friday will be observed. If on Sunday, Monday will be observed.

If an employee is scheduled to work a holiday and that holiday falls on a Saturday or Sunday. The employee scheduled to work will observe the holiday on the actual day.

## ARTICLE 31

### VACATIONS

Vacation leave for all eligible employees for each vacation year is based upon length of service. Until such time vacations are bid, vacations will be granted on a first come first serve basis.

Employees will accrue vacation in accordance with the following schedule:

|                              |                          |
|------------------------------|--------------------------|
| Date of hire through 5 years | 10 working days per year |
| After 5 years of service     | 15 working days per year |
| After 13 years of service    | 20 working days per year |
| After 25 years of service    | 25 working days per year |

Employees have the opportunity to use vacation leave in one fourth (1/4) hour increments upon request of the employee.

The maximum number of hours of vacation time that an employee may accumulate shall be limited to an amount equal to two (2) times the employee's current annual accrual rate. When an employee reaches the maximum limit, no further vacation time may be accrued until the total amount is reduced below the maximum. In the event of injury, sickness, or an emergency working condition the City may, on an individual basis, extend the maximum. Employees will be allowed to accumulate an extra forty (40) hours of vacation leave during their retirement year only.

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

Request for vacation leave must be approved by the employee's department head prior to that time of departure and vacation will be paid at the employee's regular hourly rate. Leave requests shall not exceed the amount of leave accumulated unless there is a waiver granted by the department head. Vacation leave will normally be granted at the time requested by the employee, unless operational necessity requires full staff.

Employees who are laid off or discharged, who resign or retire after giving two (2) weeks notice to the City, or who are called to military service, shall receive payment of such vacation

time as is due them, computed on a pro rata basis according to the time worked during the current vacation year. Cash payments in place of vacation privileges are not permitted.

Vacation leave can be taken during foul and dangerous weather, travel during which, is hazardous or not recommended by local authorities. This leave will be granted with the approval of the department head.

Employees requesting vacation leave shall be notified that their request has been granted or denied in a timely manner.

## ARTICLE 32

### CHECK OFF

Effective March 1, 1990, the Employer agrees that upon receiving written authorization by the employee from the Union, the Employer will deduct all dues, initiation fees and assessments designated by the Local Union. Such deductions shall be remitted by the Employer to the Local Union at a time mutually agreed to between the City and the Union.

An employee desiring to revoke his/her check off authorization shall be allowed to do so by giving written notice to the City and the Union between sixty (60) and seventy-five (75) days prior to the expiration date of the Contract. Upon receiving proper and timely written notice revoking the check off authorization, the employee's dues shall be stopped on the last day of the Contract.

## ARTICLE 33

### UNION BUSINESS AND REPRESENTATIVES

The Employer agrees to grant the necessary time off, without discrimination and without pay, to Union officers and stewards to attend a labor convention, and to any one person the necessary time off, without discrimination and without pay, to serve up to one (1) year in any official Union business. Fifteen (15) calendar days written notice of such absence will be given by the Union to the Employer.

Upon receiving forty-eight (48) hours' notice, the City shall excuse all employees in the bargaining unit, to attend Union meetings, provided that during the term of the Contract, such Union meetings shall not exceed four (4) with each having a maximum duration of two (2) hours. All employees attending such Union meetings shall be available to handle calls in the same manner as are handled during meetings called by the City. Off duty employees attending such meetings shall do so on their own time. The City agrees to provide a private place for such meetings so as to have easy access to those employees on duty.

## ARTICLE 34

### BUSINESS AGENTS

Authorized agents of the Union, upon receiving permission from the supervisor, shall have reasonable access to the City's establishment and be permitted to visit and converse with employees during regular on-duty hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no significant effect on the City's responsibilities toward the general public.

## ARTICLE 35

### SEVERANCE PAY

Upon termination of employment, employees who have served the city for 5 or more years will receive severance pay, 40 hours pay at the employee's current rate of pay for each 5 years of continuous service, or prorated amount thereof. Any employee who is discharged with cause by the city shall not be entitled to receive severance pay.

## ARTICLE 36

### WAGES

Effective with the first payroll of 2022, the grade and step scale will be adjusted by 3% plus employees will move one step on the scale (additional 1.50%) providing satisfactory work performance as determined and recommended by their department supervisor.

All new job postings subject to this bargaining agreement shall be negotiated between the City and the Union, prior to any such jobs being posted or published.

## ARTICLE 37

### COMPENSATION TIME

Employees may request comp time in lieu of pay at one and one-half (1 ½) times their hourly rate of pay. All comp time not used by December 31<sup>st</sup> of each year shall be paid as overtime at the rate of pay it was earned.

## ARTICLE 38

### MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in the individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the standards in effect at the time of the signing of this Agreement, to the extent that the Employer is reasonably able. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error. Any disagreement between the Local Union and employee and the Employer with respect to this matter shall be subject to the grievance procedure.

## ARTICLE 39

### FAMILY MEDICAL LEAVE

The Family and Medical Leave Act of 1993 (FMLA) guarantees the right of eligible employees to take up to a total of twelve (12) weeks of leave per year as defined by the Federal Law and City Policy. The City of Madison intends to comply fully with the FMLA. Employees are referred to their copy of the City Policy Manual for a complete outline of the FMLA detailing the guidelines of the City policy.

## ARTICLE 40

### RE-OPENER

In the event the general city salary increase for those employees not represented by this Contract, excluding management, exceeds the negotiated increase within this Contract for the same year, the City agrees to re-open negotiations within sixty (60) days of the official approval of said increase for the purpose of negotiations on salaries only. However, in the event that any disparity in increases is based on and in accordance with information received in a market study, this language shall be null and void. In addition, this Contract maybe reopened for negotiations specific to Article 21- Insurance and Appendix A- Grade Assignment, Grade and Step Scale. Either party may request the re-opener prior to July 1<sup>st</sup> of the contract year.

## ARTICLE 41

### DURATION

This Agreement shall be in full force and effect from January 1, 2022, to and including December 31, 2022, (PR#1 of 2022 through PR#26 of 2022) and shall supersede any prior Agreements between the parties.

When no cancellation or termination is served and the parties desire to continue said Agreement but also desires to negotiate changes or revisions in the Agreement, either party may serve upon the other a notice prior to the 1<sup>st</sup> day of July of the final contract year, advising that said party desires to revise or change terms or conditions of said Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF MADISON

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

TEAMSTERS LOCAL UNION NO. 120

\_\_\_\_\_

President /Principal Officer

\_\_\_\_\_

James Heeren, Business Agent

AGREEMENT BY AND BETWEEN  
TEAMSTERS LOCAL UNION NO. 120  
AFFILIATED WITH  
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
and  
THE CITY OF MADISON  
(CITY EMPLOYEES BARGAINING UNIT)  
For the period of January 1, 2022 - December 31, 2022  
(PR#1 of 2022 through PR#26 of 2022)



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## APPENDIX A

Teamsters Local 120/City of Madison Contract

### OFFICIAL POSITION GRADE ASSIGNMENT

| <u>Streets, Parks, Solid Waste &amp; Recycling</u> | <u>Grade</u>     |
|----------------------------------------------------|------------------|
| Building Maintenance Operator                      | 16               |
| Administrative Coordinator                         | 16               |
| Mechanic                                           | 14               |
| Lead Heavy Equipment Operator                      | 15               |
| Heavy Equipment Operator                           | 13               |
| Heavy Equipment with Spraying Certification        | 14               |
| Park Technician                                    | 13               |
| Park Technician with Spraying Certification        | 14               |
| General Laborer - Recycling                        | 10               |
| <br><u>Utilities</u>                               | <br><u>Grade</u> |
| Distribution & Collection Operator II              | 15               |
| Water & Wastewater Operator II                     | 15               |
| Distribution & Collection Operator I               | 14               |
| Water & Wastewater Operator I                      | 14               |
| Distribution and Collection Operator               | 13               |
| Water & Wastewater Operator                        | 13               |

All employees that are moving a grade will be moved to their current step on the scale.  
Employees providing satisfactory work performance as determined and recommended by their department supervisor shall move to their next step.

Administrative Coordinator will be moved two extra steps January 1<sup>st</sup> 2022.