



BOARD OF COMMISSIONERS AGENDA
Monday, December 4, 2023
4:45 PM – COMMISSION ROOM – 116 W CENTER ST

CALL TO ORDER

Please join the Zoom meeting from your computer, tablet or smartphone.
<https://us06web.zoom.us/j/85321945080>

EXECUTIVE SESSION

- 1) Pursuant to SDCL 1-25-2(1)
- 2) Exit Executive Session at approximately 5:30 pm

Meeting ID: 853 2194 5080
You can also dial in using your phone.
+1 312 626 6799

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPT AGENDA

CONSENT CALENDAR

- 1) Minutes – November 20, 2023
- 2) Bills for Approval – December 6, 2023
- 3) Bills for Ratification – November 29, 2023
- 4) Payroll Bills for Ratification – November 24, 2023
- 5) Personnel
- 6) Approve 2024 Alcoholic Beverage License Application Renewals – Liquor/Wine
- 7) Authorize Mayor to Sign FAA Project Closeout Report – AIP 3-46-0029-023-2022 – Design of Hangar Taxilanes, Airport Access Road and Parking Lot Reconstruction.

UNFINISHED BUSINESS

NEW BUSINESS

- 1) Set Hearing on December 18th, 2023 at 5:30 pm for Approval of Resolution 2023-32 – Declare Necessity for Sidewalk Improvement 2024
- 2) Discussion of preliminary operations for First Bank & Trust Sportsplex
- 3) Discussion of Egan Avenue Reconstruction Preliminary Engineering Report (PER)
- 4) Approve Update to Teamsters 2023-2025 Collective Bargaining Agreement
- 5) Approve Update to IBEW 2023-2025 Collective Bargaining Agreement
- 6) Direct staff to prepare a Request for Proposal (RFP) process for sale of City Hall/Police Station at 116 W Center Street

PUBLIC COMMENT

ANNOUNCEMENTS

- 1) Board opening – Two positions on Community Center Advisory Committee, 3-year term, starting January 2024
- 2) Next Regular Commission Meeting – Monday, December 18, 2023 at 5:30pm

ADJOURN

Anyone wishing to speak to an item on the agenda must be acknowledged by the chair and come to the podium to address the Mayor and City Commission. Addressing other audience members will not be permitted.

Supplementary agenda information may be accessed at www.cityofmadisonsd.com

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**

November 20, 2023
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 20th day of November with the following members present on roll call: Commissioners Kelly Dybdahl, Jeremiah Corbin, Jerae Wire, and Mayor Lindsay. The following members were absent: Adam Shaw

The Pledge of Allegiance was recited.

Motion by Commissioner Corbin, seconded by Commissioner Dybdahl to adopt the November 20, 2023, agenda. Motion carried unanimously.

Motion by Commissioner Dybdahl, seconded by Commissioner Corbin to approve the following items on the consent calendar: Minutes – November 6, 2023, Bills for Approval – November 22, 2023, Bills for Ratification – November 9 – November 15, 2023, Payroll Bills for Ratification – November 9, 2023, Approve 2024 Alcoholic Beverage License Application Renewals – Liquor/Wine.

Bills for Approval – November 22, 2023

APPEARA, Entry Mats - MMU, \$151.54, ASPHALT SURFACE TECHNOLOGIES CORP, 2023 Multi-Community Asphalt Surface Treatment, \$221,425.88, BAKER & TAYLOR, Books, \$130.20, BANNER ASSOCIATES INC, ARPA Project Segment 3, \$71,271.00, BIG SIOUX COMMUNITY WATER SYS, October Services, \$12,437.03, BLACKSTONE PUBLISHING, Books, \$1,013.65, BLESSINGER/JUSTIN, Public Speaking, \$135.00, BORDER STATES ELECTRIC SUPPLY, Duct Seal, \$63.70, BUILDERS FIRSTSOURCE, Hardware, \$115.93, CENTURYLINK QC, Phone Bill, \$90.58, CLAIMS ASSOCIATES INC, Deductible - Claim #GC2023115747, \$500.00, CLASSIC CONVENIENCE INC, Fuel, \$97.01, CORE & MAIN GP LLC, Ball Corp Stop, \$106.59, DAKOTA STATE UNIVERSITY, Workstudy & Student Labor Wages June - Oct 2023, \$6,726.52, DAVE'S CONSTRUCTION INC, Hydrant Deposit, \$500.00, DEMCO INC, Educational Sets, \$12,844.76, DGR ENGINEERING, SE Substation Conversion, \$7,060.50, EAST RIVER ELECTRIC POWER COOP, October Transmission Services, \$23,267.00, ETTERMAN ENTERPRISES INC, Retaining Ring, Brake Cleaner, \$92.36, F & M COOP OIL CO, Fuel, \$778.42, FASTENAL CO, Hardware, \$172.86, FIRST BANK & TRUST - HEARTLAND ENERGY, Heartland Energy, \$478,902.05, GALE CENGAGE LEARNING, Books, \$189.54, HEIMAN INC, First Responder Bag, \$241.22, HUSMAN HEATING & PLUMBING LLC, A/C Units, \$5,500.00, INTOXIMETERS INC, Mouthpieces, \$100.00, J H LARSON ELECTRICAL CO, Bulbs - Welcome Sign, \$211.05, JIM HAWK TRUCK TRAILERS - SIOUX FALLS, Brakleen, Brake Cleaner, \$39.12, JOURNEY GROUP COMPANIES, City Admin Bldg - Pymt #3, \$1,314,912.45, KIBBLE EQUIPMENT LLC OR JOHN DEERE FINANCIAL, Hydraulic Cylinder Kit, \$95.41, KIESLERS POLICE SUPPLY INC, Shipping Charge for Trade, \$45.00, KLJ ENGINEERING LLC, MDS Taxilane/Road/Parking - Construction, \$44,984.70, KOLORWORKS, Paint, \$41.49, LAKE COUNTY INTERNATIONAL INC, Filters/ Belts, \$664.52, LEWIS DRUGS INC, Christmas Lights, \$567.15, MADISON ACE HARDWARE, Couplings, \$73.94, MADISON DAILY LEADER, Yearly Subscription - MMU Acct #9421, \$134.40, MATERESE/JAMES, Drivers License Renewal, \$35.00, MATHESON TRI GAS INC, Carbon Dioxide, \$62.90, MICROMARKETING LLC, Books, \$17.99, MIDCONTINENT COMMUNICATIONS, Business Internet, \$173.92, NARTEC INC, Meth Testing Kit, \$188.24, NORTHWESTERN ENERGY, Utilities - WTP - 2544052-0, \$748.78, OFFICE PEEPS INC, Soap, \$149.38, PENGUIN RANDOM HOUSE LLC, Books, \$30.00, PETE LIEN & SONS INC, Chemical, \$5,292.01, RUNNINGS SUPPLY INC, Hardware, \$329.35, RURAL ELECTRIC SUPPLY COOP, Meter Disconnect Tabs/Seals, \$813.72, SD MUNICIPAL LEAGUE, 2024 Municipal Membership Dues, \$4,332.51, SD WATER AND WASTEWATER ASSOC, R. Nighbert #558, \$100.00, SDN COMMUNICATIONS, Internet, \$516.79, STURDEVANTS MADISON INC, Parts, \$38.08, SWEETMAN CONSTRUCTION CO DBA KNIFE RIVER, G-2 Asfalt, \$1,212.00, TIMMER SUPPLY CO, PVC Cement, Primer, \$73.29, TRANSWEST - SIOUX FALLS, Parts, \$2,169.24, TRUIST GOVERNMENTAL FINANCE, Sales Tax Revenue Bond Series 2022, \$299,153.69, US BANK, Gen Plant Loan - #64-3310029233, \$111,902.42, US DEPT OF ENERGY, Monthly WAPA Bill, \$108,186.24, USA BLUE BOOK, Chemicals, \$461.48, WESCO DISTRIBUTION INC, Street Lighting, \$22,596.00, WHEELCO BRAKE & SUPPLY INC, Parts, \$86.73

Bills for Ratification – November 9 - 15, 2023

A A A COLLECTIONS INC, Collection Services, \$506.14, ALEJANDRO VALENCIA WATER AEROBICS, Classes 10/16 - 10/26, \$98.00, ALPHA MEDIA USA LLC, Fall Time Change, \$299.00, ARTISTIC CUSTOM BADGES AND COINS LLC, Badges, \$255.00, AUSTREIM LANDSCAPING INC, Retaining Wall, \$2,500.00, BANNER ASSOCIATES INC, Digester Coatings, \$955.00, BARTELS CLEANING SERVICE, Professional Services, \$500.00, BORNS GROUP INC, PRINTING & POSTAGE, \$975.11, BROSZ ENGINEERING INC, 2023 Asphalt Surface Treatment, \$9,000.00, BUD'S CLEAN UP SERVICE INC, Tire Recycling, \$1,069.35, C&R FIRE SUPPRESSION DBA DVL FIRE AND SAFETY, Recharge Extinguishers, \$76.00, CENTURY BUSINESS PRODUCTS INC, Color Copier, \$2,250.00, CITY OF BROOKINGS, October Gate Fees, \$4,434.86, CLASSIC CONVENIENCE INC, Fuel, \$512.05, COLUMN SOFTWARE PBC, Nov 14, 2023 PC Public Notice, \$31.60, COMPLIANCE SERVICES INC, Stack Testing - Generators, \$8,200.00, DAKOTA PRO AIR LLC, Refund - 2023 Airport Spraying Bond, \$2,000.00, DAKOTA STATE UNIVERSITY, May 2023 Utilities, \$8,926.98, DELL MARKETING LP, Monitors/Laptops, \$5,051.34, EAST RIVER AIR LLC, Refund 2023 Airport Spraying Bond, \$2,000.00, ELECTRIC CONSTRUCTION COMPANY, MMU Generator Upgrade, \$1,099.80, ELITE CARD PAYMENT CENTER, Credit Card Purchases through 10/18/23, \$13,778.32, F & M COOP OIL CO, Fuel, \$134.00, FASTENAL CO, Sidewalk Salt, \$762.38, FIRST PREMIER BANK, Interest Pymt on RD Loan #280204001, \$8,992.77, FOX PROMO LLC, Embroider, \$11.00, G & R CONTROLS INC, Training on System, \$942.40, GALE CENGAGE LEARNING, Books, \$157.55, GALLS LLC, Holster, \$113.65, GRAYBAR ELECTRIC CO INC, Transformer - AWOS, \$2,035.73, HEIMAN INC, Recharge, \$45.00, HILLYARD INC, Cleaners, \$68.14, HWY 34 CUSTOMS INC, Local Tow, \$600.00, INFOTECH SOLUTIONS LLC, Computer & Software Subscription Fees, \$5,456.50, JOHNSON BROTHERS EXCAVATION, Sand, \$1,175.14, LAKE COUNTY REGISTER OF DEEDS, Copies, \$61.00, LAKE COUNTY TREASURER, Title Late Fee, \$50.00, LAKE VETERINARY CLINIC, Amoxidrops/Nexgard, \$222.48, LASER CUT INC, Engineering Door, \$230.88, MADISON ACE HARDWARE, Shop Vac Filter, \$72.17, MADISON DAILY LEADER, Library Ads, \$110.80, MADISON GROCERY STORE INC, ASP Groceries, \$139.03, MADISON LAWN CARE INC, Custom Lawn Mowing & Trimming, \$138.93, MIDSTATES GLASS LLC, Fire Dept Door & Frame, \$4,989.22, NORTHWESTERN ENERGY, Library 2541218-0, \$382.76, O REILLY AUTOMOTIVE INC, Oil, \$117.59, OFFICE PEEPS INC, Paper/Envelopes/Calculator Ribbon, \$92.03, PORTA PROS INC DBA A-1 PORTABLE TOILETS, Toilet Rental - Totland Park, \$152.00, PROCHEM DYNAMICS LLC, Disinfectant Wipes, \$273.54, PROSTROLLO AUTO PLAZA CO, Cushion, \$52.12, REINICKE CONSTRUCTION INC, Gravel, \$1,363.88, RUNNINGS SUPPLY INC, Coveralls - D. Jung, \$132.07, SD DEPT OF AGRICULTURE, WD1 - Martin J., \$60.00, SD DEPT OF REVENUE, License Plates, \$26.70, SD ONE CALL, One Call Services, \$191.24, SEBCO BOOKS INC, Books, \$19.95, STEM SUPPLIES, Classroom Packs, \$16,478.65, STREICHERS INC, Uniforms, \$342.97, STUART IRBY TOOL CO, Rubber Goods Testing, \$482.25, STURDEVANTS MADISON INC, Starter, \$935.00, TIMMER SUPPLY CO, Coupling & Clamp, \$48.02, VALIANT LIVING INC, Contracted Expenses, \$8,853.67, VERIZON WIRELESS, Sep 20 - Oct 19 Acct# 442408979-00001, \$115.55, WEIST/SHERRY, Water Aerobics 10/2 - 10/31, \$865.60, WHEALY/MARK, Spin Classes 10/18 - 10/27, \$56.00, WILDE AIR SERVICE LLC, Refund 2023 Airport Spraying Bond, \$2,000.00, ZARAGOZA/MARIA, Dance Classes 3/7 - 8/31, \$1,288.00.

Payroll Bills For Ratification – November 9, 2023

AFLAC, \$4,907.65, DELTA DENTAL, \$6,719.86, HEALTH POOL OF SOUTH DAKOTA, \$42,732.42, IRS-EFTPS, \$43,794.93, LOCAL UNION #426, IBEW, \$468.00, OFFICE-CHILD SUPPORT ENFORCE, \$835.38, SD RETIREMENT SYSTEM, \$24,728.75, SD RETIREMENT SYSTEM, \$3,756.50, TEAMSTERS LOCAL NO 120, \$968.00.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire to Approve Second Reading of Ordinance No. 1663 – 2024 Appropriations. There were two incidental changes from the first reading: an increase of \$60,000 in electric and \$30,000 in police expenditures. Motion carried unanimously.

Motion by Commissioner Corbin, seconded by Commissioner Wire to Approve and Authorize to Mayor to Sign Optilegra Vision Contract. Motion carried unanimously. This is a new benefit that allows City employees to purchase vision insurance.

Motion by Commissioner Wire, seconded by Commission Corbin to Approve Resolution No. 2023-31 – Establish Employee Compensation for 2024. Motion carried unanimously. City Administrator Berreth discussed updates to employee compensation including COLA increases, addition of new IT Director position, and other updates to benefits.

Motion by Commissioner Corbin, seconded by Commissioner Dybdahl to Approve Resolution No. 2023-32 – Declare Necessity for Sidewalk Improvement 2024 and set the hearing date for December 4, 2023. Motion carried unanimously.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire to Approve Resolution No. 2023-33 – Declare Necessity for Sidewalk Repair Improvement 2024. Motion carried unanimously.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire to Award contract for Phase 1A Sanitary Sewer CIPP Construction to Hydro-Klean, LLC in the amount of \$286,258.22 contingent on approval by DANR and RD. Motion carried unanimously. This is a method for relining sewer mains without digging up the ground and re-lining, thus extending the life of the lines. This phase of the project will be partially funded by an ARPA grant and the SRF.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire to Award contract for Phases 1B & 2 Sanitary Sewer CIPP Construction to Hydro-Klean, LLC in the amount of \$427,236.42 contingent on approval by DANR and RD. Motion carried unanimously. These phases of the project will be partially funded by a Rural Development loan.

Motion by Commissioner Wire, seconded by Commissioner Dybdahl to reject all bids on Bid No. 937 – 1992 Fair Snowblower and re-advertise for bids on the sites mentioned. Motion carried unanimously. Commissioners recommended using public sites and advertisements in the paper to obtain better bid pricing.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire to reject all bids on Bid No. 938 – 1990 GMC Topkick Dump Truck and re-advertise for bids. Motion carried unanimously.

The Commission acknowledged that no bids were received for Bid No. 939 – 2005 Sterling Actera Garbage Truck. This item will be rebid.

The Commission discussed repairs to AWOS (Automated Weather Observing System) at the Airport. The estimated cost for repairs is \$50,000. The system was damaged by lightning and a claim will be submitted to insurance.

Motion by Commissioner Corbin, seconded by Commissioner Dybdahl to set Use of Armory Fee at \$20 per ninety-minute session. City Administrator Berreth stated that the Parks & Recreation Board had discussed the topic and asked that it be submitted to the Commission for direction and guidance.

Director of Engineering and Community Development, Ryan Hegg provided updates on various 2023 Infrastructure Improvement Projects throughout the City of Madison. It was shared that the Water Tower, Phase I and Phase II projects are moving forward with anticipated walkthroughs next week. For the NW 9th/Union Project, Winter Contracting informed the city that they do not anticipate completion of final asphalt surfacing by the end of this construction season. The existing asphalt layer will be prepared for winter, including items such as raising/lower water and sewer lines, building transition ramps to protect concrete edges, plus some surfacing and patching. All curb/gutter areas will be backfilled and graded for drainage. Prior to re-starting the project in the spring, the area will be checked for damage or defects, which will be the responsibility of the contractor. Public concerns were shared about concrete chunks and installing mailboxes – the concrete chunks will be removed, and the mailboxes will be installed after the backfill process is completed. Property owners will be responsible for a new post for their mailbox, if needed.

Mayor Lindsay announced the following:

- Madison Area Chamber of Commerce awarded the Madison Public Library with the Star Service of the Year Award for excellent customer service.
- Next Regular Commission Meeting – Monday, December 4, 2023, at 5:30pm

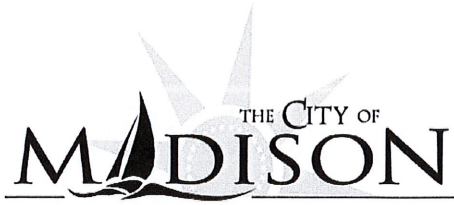
Motion by Commissioner Corbin, seconded by Commissioner Wire to Adjourn at 6:07pm. Motion carried unanimously.

/s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$__.

CITY OF MADISON
PERSONNEL
DECEMBER 2023

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
Williams, Craig	11/19/2023	FT	FT	26.43	26.82	Police Officer
Hively, Wiatt	12/7/2023	FT	FT	28.9	31.13	Lineworker Apprentice



2024 License Renewals
Retail (on-sale) Liquor
Package (off-sale) Liquor
Convention Center (on-sale) Liquor
Retail (on-off sale) Wine & Cider

OWNER NAME	BUSINESS NAME	ADDRESS
Dakota Butcher - Madison Inc	Dakota Butcher	745B S Washington Ave



5110 East 57th Street
Sioux Falls, SD 57108-8748
605 271 4414
KLJENG.COM

Letter of Transmittal

Date:	November 30, 2023
To:	City of Madison Attn: Ryan Hegg 116 West Center Street Madison, SD 57042
Copy To:	Sonya Wilt, City of Madison Barbara Minnick, City of Madison Jake Braunagel, KLJ
From:	Aaron Storm, PE, KLJ
Re:	Madison Municipal Airport - Design of Hangar Taxilanes, Airport Access Road and Parking Lot Reconstruction
Project #:	KLJ #2205-00411 AIP #3-46-0029-023-2022

We Are Sending You:

☒ Attached	☐ Under Separate Cover	☐ As Requested
☐ Prints/Plans	☐ For Your Information	☒ For Your Review
☐ Specifications	☒ For Your Signature	☐ Samples
☐ Other		

Shipped via: Email

Copies (#)	Description
1	FAA Project Closeout Report

Remarks

See enclosed FAA Project Closeout Report for your review. If acceptable, please obtain signature and date.

Retain a copy for City records and return one copy of the signature page to our office via email.

Please contact me at 605-444-1864 (desk) or 605-254-6421 (cell) or Aaron.Storm@KLJeng.com if you have any questions.

Thank you,
Aaron Storm, PE

**PROJECT CLOSEOUT
for
MADISON MUNICIPAL AIRPORT
MADISON, SOUTH DAKOTA
AIP NO. 3-46-0029-023-2022
FEDERAL AVIATION ADMINISTRATION**

Design Phase

Reconstruct Access Road (600'x24', asphalt), Reconstruct Parking Lot (2,000 SY, asphalt), and Reconstruct
Taxilane (450'x25', asphalt)



PROJECT CLOSEOUT REPORT

A. PROJECT SUMMARY

Airport: Madison Municipal Airport Associated City: Madison, SD

AIP No.: 3-46-0029-023-2022 KLJ No.: 2205-00411

Grant Acceptance Date: 6/24/2022 Original Grant Offer Amount: \$90,900.00

Sponsor: City of Madison, South Dakota Fed. Participation %: 90

Amendment No. 1 Date: _____ Amended Grant Amount: _____

Primary Purpose:

Amendment No. 2 Date: _____ Amended Grant Amount: _____

Primary Purpose:

Grant Description *(final including all amendments):*

Reconstruct Access Road (600'x24', asphalt), Reconstruct Parking Lot (2,000 SY, asphalt), and Reconstruct Taxilane (450'x25', asphalt) - Design

Final Grant Amount Requested: \$89,509

B. EXECUTIVE SUMMARY* *(Reasons for amendment cost increases or any other unusual factors.)*

No cost increases or unusual factors.

* Use continuation sheet if necessary.

C. MANDATORY PROJECT REVIEW COMMENTS AND CERTIFICATION SUMMARY

	N/A	YES	NO*
1. Project Complies with Sponsor's Master List of Certifications Date Signed: <u>June 24, 2022</u>		X	
2. Liquidated damages were not assessed.	X		
3. Satisfactory "as-builts" are in the Sponsor's files.	X		
4. All Special Conditions Satisfied		X	

Comments:* (Comment is required for any item checked in the "NO" column.)**D. FINAL PAYMENT RECOMMENDATIONS AND PROJECT AMENDMENT REQUIREMENT** (Check appropriate items)

- n/a 1. No further payment is due.
- n/a 2. If funds are available and the grant is appropriately amended in the amount of
\$ _____ (Amendment Request)
_____ a payment (or additional payment of) is recommended.
- X 3. A final payment in the amount of \$7,790 (\$89,509 - \$81,719) is recommended.
- n/a 4. Sponsor's Audit Report: A-133 system audit performed and approved on:
Date: _____
By cognizant agency: _____

All costs were necessary, reasonable in amount, and otherwise allowable as project costs per attached final project cost summary.

Sponsor: _____ Date: _____
(Signature)

FAA: _____ Date: _____
(Signature)

FINAL PROJECT COST SUMMARY (TOTAL PROJECT COSTS)				
Item Ref.	Description	Original Contract Amount	Increase/ Decrease Amount	FAA Final Recommended Amount
A.	Administrative			
	1. Legal	n/a, advertisement	n/a	\$300.97
	2. Audit			
	3. Administrative			
	4. Closeout	\$3,234.12	\$0.00	\$3,234.12
B.	Engineering			
	1. Design	\$95,919.36	\$0.00	\$95,919.36
	2. Inspection			
	3. Testing			
C.	Land			
	1. Acquisition/Incidental			
	2. Relocation Expenses			
	3. Relocation Payments			
D.	Construction (Prime Contracts)			
	1.			
	2.			
	3.			
E.	Equipment			
	1.			
	2.			
F.	Other			
	1.			
	2.			
G.	Final Recommended Amount (Summation Lines "A" through "F")			\$99,454.45
H.	Federal Share (Line "G" x 90% Federal Participation)			\$89,509
I.	Grant Agreement Amount			\$90,900
J.	Increase or Decrease (Line "H" less line "I")			(\$1,391)
	(Note: 15% Maximum Increase Over <u>Original Grant Offer</u> for Development Projects, 0% increase for Planning Projects)			
K.	Previous Payments			\$81,719
L.	Recommended Final Payment (Line "H" less Line "K")			\$7,790

Project Financial Summary

Date 11/30/23

Sponsor Madison Municipal Airport

Airport Address 116 West Center Street,

City, State, Zip Madison, SD 57042

KLJ # 2205-00411

AIP # 3-46-0029-023-2022

Description Reconstruct Hangar Taxilanes, Parking Lot, and Airport Access Road



Funding					
Entity	Amount	Grant Reimb. %	Payments	Funds Remaining	Remaining %
FAA*	\$ 90,900.00	90.00	\$ 89,509.00	\$ 1,391.00	1.5
State**	5,050.00	5.00	4,972.72	77.28	1.5
Other			-	-	
Local	5,050.00	5.00	4,972.73	77.27	
Total	\$ 101,000.00		\$ 99,454.45	\$ 1,545.55	

* FAA amount shown is per the approved Grant Agreement and is reimbursed at 100% of the project cost accrued up to the maximum amount shown. This is the maximum federal amount that can be expended without a Grant Amendment. If needed, additional federal funds above the amount shown can be requested once the project is completed and the FAA Project Closeout Report has been submitted to the FAA.

** State amount shown was approved on ---- for 5% of the estimated total project cost. This is the maximum state amount that can be expended without a Grant Amendment. If needed, additional state funds above the amount shown can be requested once the project is completed and at the next NDAC state grant cycle.

Contracts		Amendment / Change Order					Budget Total
Contract Party	Original Contract	1	2	3	4	5	
Administration	\$ 1,846.52						\$ 1,846.52
KLJ Task 2 Design and Bidding Services	95,919.36						95,919.36
KLJ Task 14 FAA Closeout and Report Services	3,234.12						3,234.12
-	-						-
-	-						-
-	-						-
-	-						-
-	-						-
-	-						-
-	-						-
-	-						-
Total	\$ 101,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 101,000.00

Payments									
Outlay #	Period Ending	FAA			State			Other	
		Request Amt	Payment Date	Request Amt	Request Amt	Payment Date	Request Amt	Request Amt	Local Share
1	6/15/23	\$ 81,719.00	11/17/23	\$ 4,539.94	11/17/23	11/17/23	\$ -	11/17/23	\$ 6,741.06
2	6/15/23	7,790.00		432.78			-		(1,768.33)
3		-		-			-		-
4		-		-			-		-
5		-		-			-		-
6		-		-			-		-
7		-		-			-		-
8		-		-			-		-
9		-		-			-		-
10		-		-			-		-
Total		\$ 89,509.00		\$ 4,972.72			\$ -		\$ 4,972.73

FAA Reimbursement Requested \$ 7,790.00

KLJ # 2205-00411
AIP # 3-46-0029-023-2022

Sponsor Madison Municipal Airport
Airport Address 116 West Center Street,
City, State, Zip Madison, SD 57042

Description Reconstruct Hangar Taxilanes, Parking Lot, and Airport Access Road



Project Expenses

[illegible]

Total Expenses \$ 99,454.45

City of Madison
Memorandum – Proposed Operations of First Bank &
Trust Sportsplex



To: Mayor and City Commission
From: Jameson Berreth, City Administrator
Subject: Discussion of preliminary operations for First Bank & Trust Sportsplex
Date: December 1, 2023

This memo provides an overview of proposed operations for the First Bank & Trust Sportsplex. City staff and Lake Area Improvement Corporation (LAIC) representatives seek direction from City Commission to ensure proposed operations are in line with expectations.

Background

The First Bank & Trust Sportsplex will be a new recreational facility available to area residents and visitors. The LAIC is converting the former Runnings building into the Sportsplex with the understanding that the City of Madison will assume ownership and operation of the Sportsplex once completed. Costs for converting the facility are borne by LAIC, primarily funded through sponsorship and donations. City will purchase the property at a price to cover costs of demolition of adjacent vacant and unusable buildings along with other miscellaneous costs not associated with the building's conversion.

The LAIC assembled a group of community partners (Sportsplex Committee) to meet regularly to assist in the facility's conversion as well as the drafting of operational rules and procedures. The Committee could continue as a formal City committee to provide recommendation on facility operations if the Commission chooses.

The Committee prepared proposed operations for review by the City Commission including staffing, scheduling, rates, and usage rules. The intent of today's discussion is to provide feedback on the proposed operations so the group can either continue proceeding as discussed or make necessary adjustments.

Conversion

The physical conversion of the facility is nearing completion. The facility includes 10 archery lanes, 3 batting cages, 2 turf areas, 3 golf areas, and 4 ping pong tables. Artificial turf is currently being installed with various nets and other barriers planned next. Other facility components include two bathrooms, cameras system, door access controls, sponsorship recognition, and telecommunications.

Outside of the building, two long vacant and dilapidated structures were demolished and removals are nearing completion. Gravel or crushed asphalt will be applied to unpaved areas to facilitate additional parking.

Staffing and Scheduling

It is desired to operate the facility unstaffed. This avoids labor costs of staffing the building during operational hours and alleviates hiring challenges associated with finding consistent labor. This would be similar to operations of the City Armory. To accomplish this goal, the facility requires security cameras to record users in the building as well as an access system to allow those with reservations into the building. The Parks Department will be responsible for regular maintenance and cleaning.

Regarding scheduling, the intent is to allow users to make reservations and payments through a computer or mobile application. A software used at the Community Center called Club Automation can provide the application to do this. The challenge, however, is getting the scheduling to communicate correctly with the

building access so users can only access the facility during their reserved times. Staff are exploring options for the best solution to this challenge.

If the facility can be configured to allow access to users as desired, it allows the facility to be operated either during designated operational hours or 24 hours per day. While it is unknown how much usage the facility will see in the nighttime hours, there are comparable facilities in the region which see ample usage.

Regardless of final outcome on staffing and scheduling, all users will be required to sign a facility usage waiver.

Rates

The Sportsplex Committee created a rate structure with intent for the facility to generate a small profit each year which would go into reserves for future improvements or building maintenance. The projected annual expenses are about \$125,000. To cover the costs, users would pay the following rates.

Archery (per lane)	\$10/hr
Batting (per cage)	\$20/hr
Turf (per field)	\$20/hr
Golf (per curtain)	\$20/hr
Full facility rental	\$1,200 (up to 8 hours of activity)

Usage

Clear and posted rules regarding usage of the facility are important to operations, especially if it remains unstaffed. The Sportsplex Committee drafted several rules for usage and operation, and City staff also gathered recommendations from Safety Benefits. The below list is in draft form and may be subject to change, addition, or removal of items.

- Hours of operation – TBD
- Use of facility is at your own risk
- No tobacco or alcohol allowed
- No use of facility if under influence of drugs or alcohol
- No food, beverages, gum, or sunflower seeds allowed
- No pets, bikes, roller skates, or skateboards, allowed
- Shirt and shoes must be worn at all times
- Users must immediately leave the facility upon completion of the reservation
- Only use the spaces you have reserved and paid for
- Youth under age 18 must be accompanied by an adult
- Parents, guardians, or coaches are responsible for supervision of all youth
- Location of first aid kits, fire extinguishers, and emergency landline phone
- Who to contact in event of emergency
- Who to contact for repairs, maintenance, cleaning, or other needs
- Notice that video security cameras are in use 24/7

Staff recommendation

In general, staff recommend moving forward with the operational rules and regulations as proposed, however, staff also look for Commission direction. Staff emphasize that operations for the facility are likely to evolve once the facility is open and we learn what works and what needs improving.



Egan Ave

Reconstruction

PRELIMINARY
ENGINEERING
REPORT

BACKGROUND INFORMATION

Design Objectives



Reduce the amount of asphalt along the corridor and provide more green space



Create a gateway from downtown to DSU

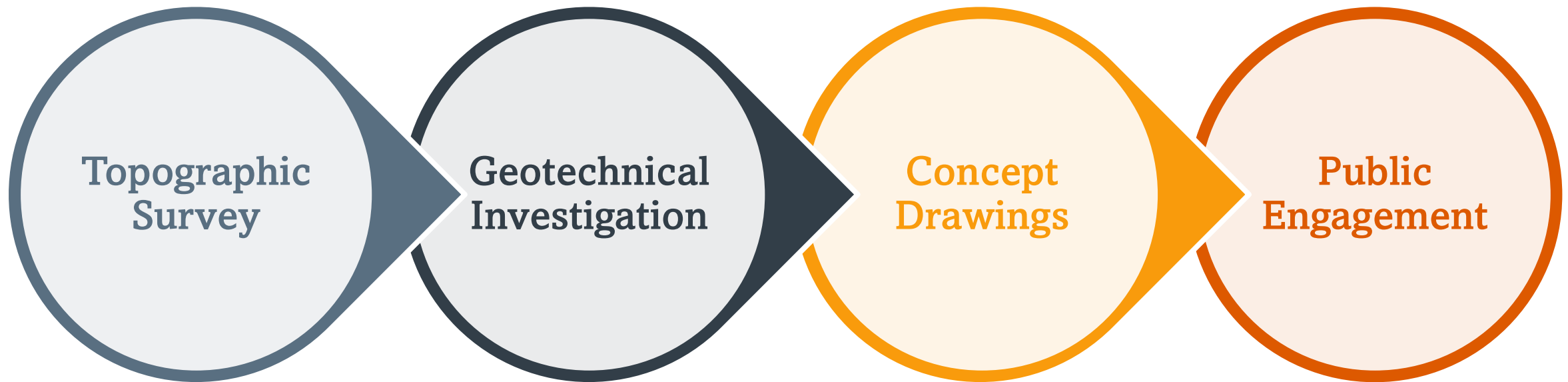


Maintain existing on-street parking as much as possible



If possible, begin construction in 2024

Process so far



- Individual Meetings
- Open House – November 2nd

IMPROVEMENTS

Water & Sewer Systems



WATER SYSTEM

Main Breaks and Pinholes

- 80-year-old cast iron
- several stuck or inoperable

Undersized Mains

- 4- and 6-inch mains not adequate to provide 1,500 gpm flows to fire hydrants

Lead Services

- presence of lead likely
- Congress has allocated funds to replace lead service lines

SEWER SYSTEM

Potential Infiltration and Exfiltration

- clay tile system is known to have loose joints and breaks over time

PROPOSED IMPROVEMENTS

- Upsizing all mains with PVC pipe to 8-inch minimum with 6-inch hydrant leads
- Replace all services within the corridor to the curb-stop
- New gate valves on each leg at intersections
- New fire hydrants
- Replace all manholes with precast manholes

Storm Drain



Existing storm drain is plugged with silt and leaves

Pavement and Curb & Gutter are in poor shape

- Water ponds in the street or along the curb before making it to the storm drain system

PROPOSED IMPROVEMENTS

- Replace all mains within the corridor
- Replace all inlets with modern inlets
- Design curb grades based on modern design standards for minimum slope and gutter capacity to the inlets
- Place inlet to mitigate icing on the pedestrian paths

Street Lights

A grey street light pole with a curved mast arm and a yellow light fixture. A large yellow beam of light emanates from the fixture, illuminating the text boxes and the 'PROPOSED IMPROVEMENTS' section.

Existing conventional pole and mast arm street lights in the median spaced approximately 130-feet along the corridor

Fixtures have been updated to LED in recent years, however the bases, poles and mast arms are old and in need of repair

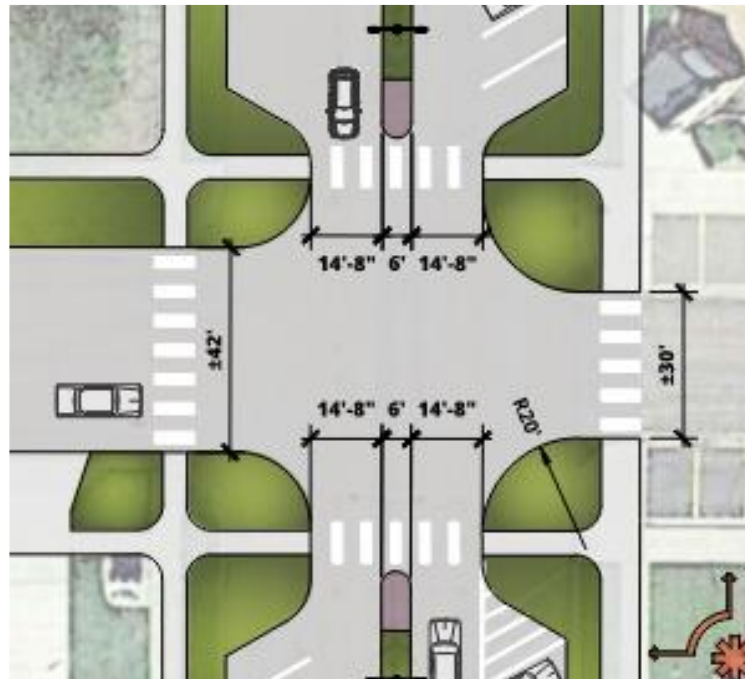
PROPOSED IMPROVEMENTS

- New conventional or decorative style light poles at along the corridor
- Located within the median

Pedestrian Facilities – Bump Outs



Alternative 1

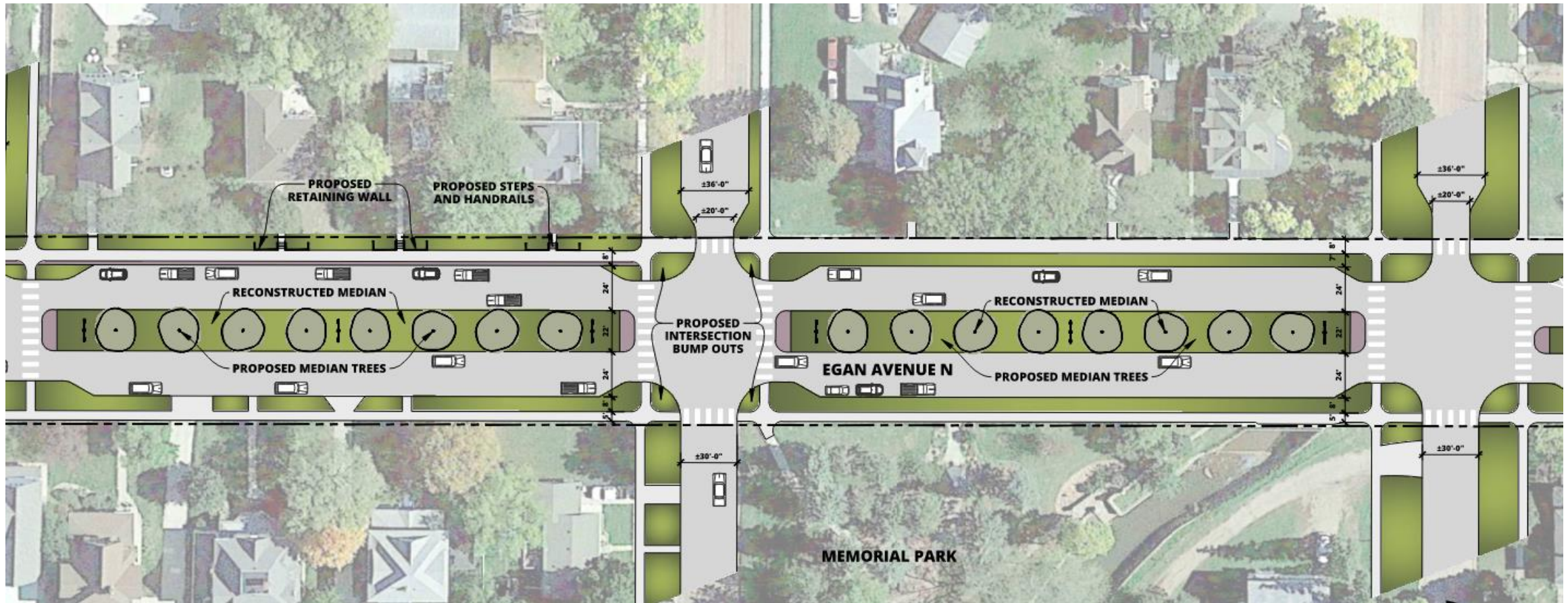


Alternative 2



Alternative 3

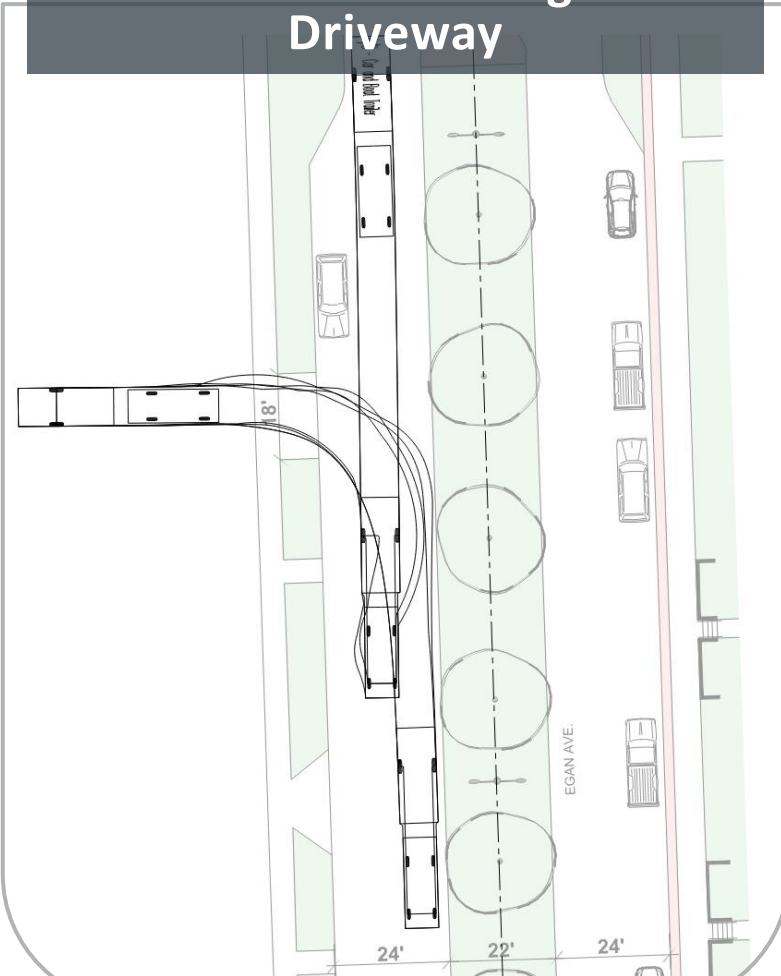
Street Improvements



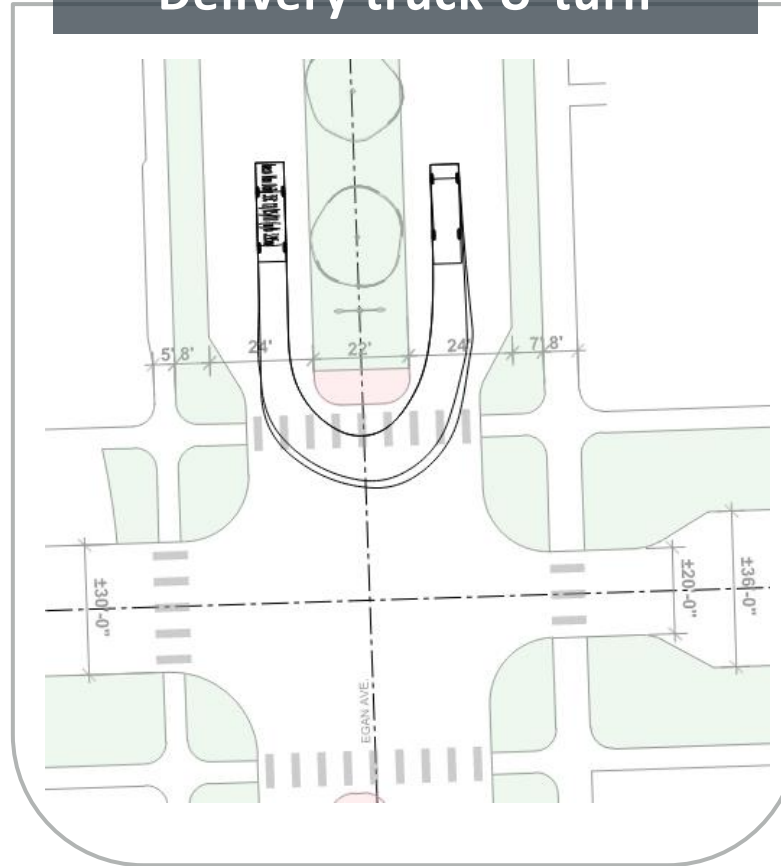
Street Improvements



Boat Trailer Backing into Driveway



Delivery truck U-turn



Bus Left Turn



Median and Travel Lanes

Landscaping



Tree Impacts



Private sprinkler systems



Retaining walls

Retaining Wall Finishes



ALTERNATIVE 1: Vertical Board Form Finish

This is a cost effective means to provide texture resembling natural materials



ALTERNATIVE 2: Light Sandblast Finish

This is another cost-effective means to soften the texture of the concrete



ALTERNATIVE 3: Fieldstone Masonry Finish

This is a more expensive option but provides the greatest aesthetic value

Preliminary Cost Estimate



Category	Estimated Costs
Grading	\$ 1,201,914.00
Traffic Control	\$ 80,000.00
Erosion Control	\$ 55,518.00
Storm Drainage	\$ 338,100.00
Water Main	\$ 826,557.00
Sanitary Sewer	\$ 670,623.00
Surfacing	\$ 2,311,319.00
Street Lighting	\$ 550,000.00
Pavement Marking & Permanent Signs	\$ 34,779.40
Landscaping & Irrigation	\$ 411,145.00
20% Contingency	\$ 1,295,991.08
Total Construction Cost	\$ 7,775,946.48

Funding Opportunities



Utility Funding

- *State Revolving Funds (SRF)*
- *USDA-RD Water and Waste Disposal Loans & Grants*
- *Lead Service Lines*

Surface Funding

- *Transportation Alternatives (TA)*
- *Safe Streets for All (SS4A)*

Construction Schedule & Phasing



A

Phase 1: Southbound Lanes

Phase 2: Northbound Lanes

B

Phase 1: North or South half of the corridor

Phase 2: Remainder of corridor

C

Combination of A & B

Critical Decisions



BUMP-OUTS

Bump-Outs on Egan and side streets

Bump-outs on Egan only

No Bump-outs

Varying per intersection

DRIVING LANES & MEDIAN

16-foot driving lane with 22-foot median)

12-foot driving lane with 4-foot bike lanes
with 22-foot median

Wider driving lanes with narrower median

Wider pavement with shoulders/bike lanes
and narrower median

Existing configuration

Critical Decisions



FUNDING ALTERNATIVES

Utility Funding

- State Revolving Funds (SRF)
- USDA- Rural Development
- Lead Service Lines

Surface Funding

- Transportation Alternatives (TA)
- Safe Streets for All (SS4A)

CONSTRUCTION SCHEDULE AND PHASING

Design Schedule

- 2024 Construction
- Adjust for Funding Opportunities

Thank You!

Q U E S T I O N S ?



Engineering Reimagined

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, 2023 - December 31, 2025



Contents

ARTICLE 1 RECOGNITION	4
ARTICLE 2 SEPARABILITY AND SAVING CLAUSE	4
ARTICLE 3 NON-DISCRIMINATION	4
ARTICLE 4 MANAGEMENT RIGHTS	4
ARTICLE 5 BONDS	5
ARTICLE 6 LIABILITY COVERAGE	5
ARTICLE 7 STEWARDS	5
ARTICLE 8 BULLETIN BOARDS	5
ARTICLE 9 MILITARY LEAVE	6
ARTICLE 10 GRIEVANCE PROCEDURE	6
ARTICLE 11 DISCHARGE OR SUSPENSION	7
ARTICLE 12 CITIZEN’S COMPLAINT	8
ARTICLE 13 REPRIMAND	8
ARTICLE 14 COMMITTEE FOR UNION - MANAGEMENT COOPERATION	8
ARTICLE 15 SENIORITY	9
ARTICLE 16 PROMOTIONS AND TRANSFERS	9
ARTICLE 17 EMPLOYEE CLASSIFICATION	10
ARTICLE 18 SICK LEAVE	11
ARTICLE 19 WORKERS COMPENSATION	12
ARTICLE 20 PENSIONS	12
ARTICLE 21 INSURANCE	12
ARTICLE 22 PAY PERIODS	13
ARTICLE 23 WORK WEEK	13
ARTICLE 24 STAND-BY	14
ARTICLE 25 CALL-IN/HOLD OVER	14
ARTICLE 26 SAFETY AND EQUIPMENT	14
ARTICLE 27 BREAK TIME	15
ARTICLE 28 MISCELLANEOUS	15
ARTICLE 29 SPECIAL LEAVE	15
ARTICLE 30 HOLIDAYS	16
ARTICLE 31 VACATIONS	17
ARTICLE 32 CHECK OFF	18
ARTICLE 33 UNION BUSINESS AND REPRESENTATIVES	18
ARTICLE 34 BUSINESS AGENTS	18
ARTICLE 35 SEVERANCE PAY	18
ARTICLE 36 WAGES	18
ARTICLE 37 COMPENSATION TIME	19
ARTICLE 38 MAINTENANCE OF STANDARDS	19

ARTICLE 39 FAMILY MEDICAL LEAVE	19
ARTICLE 40 RE-OPENER	19
ARTICLE 41 DURATION.....	19
APPENDIX A – GRADE SCALE	21
APPENDIX B – INSURANCE	22

AGREEMENT

THIS AGREEMENT (hereinafter referred to as “Agreement” or “Contract”) made and entered into this 4th day of December 2023 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, Parks, Solid Waste, and Recycling; Water Distribution and Sewer Collection; Water Treatment; 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 leave of absence when they are called out for active service. Employees shall be given five (5) paid days of leave for purpose of military training or active service. Any additional leave of absence shall be unpaid. 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

Skills, ability, qualifications, and job performance 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 promotions, transfers, layoff, and recall. The City shall provide a seniority list to the Union by January 31st of each year.

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. Full-time employees shall not be laid off if part-time employees are working.

Seniority and employment relationship shall terminate when an employee:

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

ARTICLE 16 PROMOTIONS AND TRANSFERS

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

- (1) Job openings within the bargaining unit shall be posted internally on City bulletin boards for three (3) working days. 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.

- (2) Promotions/transfers shall be made on the basis of skills, ability, qualifications, and job performance. If skills, ability, qualifications, and job performance are relatively equal, then seniority shall be the determining factor.
- (3) If after the five-day internal posting, there are no internal applicants or it is determined that any internal applicants lack the necessary skills, ability, qualifications, or job performance, the City may advertise the opening externally.

Section 2: Employee Trial Period. During the training period the employee will be granted a trial period to determine:

- (1) Ability to perform the job.
- (2) Desire to remain on that job.

The trial period will be fifteen (15) workdays for the Water Treatment Department and ten (10) workdays for all other departments. During the trial 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 following the conclusion of the trial 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.

The employee may elect to sign a waiver at any time during the trial period to waive any remaining time in the trial period and stay in the new position. If the employee continues to serve in the new position at the end of the trial period, the employee shall continue to serve the remainder of the six-month training period.

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.
- (6) The department supervisor may require a doctor's certification to establish the employee's illness.
- (7) 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.
- (8) An employee who is unable to work because of illness is expected to notify his/her supervisor as soon as possible.
- (9) Employees are expected to employ the sick leave provisions only in the event of actual illness.
- (10) 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.
- (11) Procedures for utilizing sick leave shall be as follows:
 - (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.
- (12) 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

Section 1: 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.

Section 2: 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.

Section 3: Employees may elect to participate in the SDRS Supplemental Plan. For every \$2.00 contributed by the employee, the City will contribute \$1.00 up to a maximum employer contribution of \$23.08 per pay period. Contributions from employee and employer must follow SDRS Supplemental Plan rules and policies.

Section 4: 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

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 insurance and dental plans will be as shown in Appendix B.

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 fifty dollars (\$50.00) 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/HOLD OVER

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. However, any employee who due to an emergency is held over their shift or called in prior to their scheduled start time will be paid at one and one-half (1 ½) times their regular rate of pay for all hours worked prior to their start time and anything after their end time. Emergency shall be defined as: "An occurrence which demands immediate action to prevent significant environmental damage or loss of life, health, property, or essential public services."

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 or are called into work 2 hours before the start of their regular workday, employees may submit for a meal reimbursement up to the State of South Dakota per diem rate. The employer has the discretion to supply a meal to employees in which case reimbursement will not be available. When emergency conditions require extended or unusual work conditions a lunch shall be provided every four (4) hours worked, a hot meal every eight (8) hours, until released.

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/clothing 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/clothing.

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) Funeral Leave – A paid funeral leave of three (3) days will be granted to any probationary or permanent employee to attend the funeral of a member of his/her family. A member of his/her family shall be interpreted to mean husband, wife, son, daughter, father, mother, brother, sister, grandmother, grandfather, stepson, stepdaughter, stepfather, stepmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, and stepsiblings of the employee or spouse. 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 an Aunt, Uncle, Niece, or Nephew, 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 addition, in the case of the funeral of a member of the employee's family, two (2) additional

days shall be granted where travel (at least two hundred [200] miles one [1] way) is necessary, provided the same is approved by the City. In the case of death of an Aunt, Uncle, Niece, or Nephew, two (2) days travel (must be at least two hundred [200] miles one [1] way) leave shall be given to attend the funeral to be deducted from the employee's sick leave, with prior approval from the City.

- (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	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 24th. If December 24th falls on a Saturday or Sunday, the preceding Friday shall be considered the holiday.

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 in water or wastewater treatment 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. The employee will be paid holiday pay on the actual holiday, not the day other departments may observe.

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. For purposes of this Article, "retirement year" is defined as the twelve (12) months prior to retirement. The employee must provide written notification to the City of intended retirement date prior to accumulating the extra hours.

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.

Employees may not use vacation leave during their final two (2) weeks after providing notice of resignation or retirement unless the Department Head provides written approval.

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 2024, the grade and step scale will be adjusted by 4.0% plus employees will move one step on the scale (additional 1.5%) providing satisfactory work performance as determined and recommended by their department head.

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 1st of each year shall be paid as overtime at the rate of pay it was earned. Comp time may not be accumulated in December.

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 may be reopened for negotiations specific to Appendix A – Grade Scale and Appendix B – Insurance. Either party may request the re-opener prior to August 1st of each contract year.

ARTICLE 41 DURATION

This Agreement shall become effective January 1, 2024 and shall continue in full force and effect to and including December 31, 2025, (the "Term"). This Agreement shall continue in full force and effect for the Term except that from year to year either party hereto may give written notice on or before August 1st of each year during the contract Term that wages and insurance shall be opened for yearly negotiation in addition to one change proposed from each party. Any such notice by either party hereto shall not be effective except on or before August 1st of any year. On or before August 1, 2025, the parties shall agree to commence negotiations for a new Term.

Dated this 4th day of December 2023.

CITY OF MADISON

Roy Lindsay, Mayor

ATTEST:

Sonya Wilt, Finance Officer

TEAMSTERS LOCAL UNION NO. 120

President /Principal Officer

James Heeren, Business Agent

APPENDIX A – GRADE SCALE

Teamsters Local 120/City of Madison Contract

OFFICIAL POSITION GRADE ASSIGNMENT

<u>Streets, Parks, Solid Waste & Recycling</u>	<u>Grade</u>
Building Maintenance Operator	16
Administrative Coordinator	16
Mechanic	15
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
 <u>Utilities</u>	 <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.

APPENDIX B – INSURANCE

Effective Plan Dates are 1/1/2024 – 12/31/2024

INSURANCE PLANS	Monthly Premium	Per Month		Per Payroll	
		City Benefit	Employee Deduction	City Benefit	Employee Deduction
Single	\$785.01	\$785.01	\$0.00	\$392.51	\$0.00
Employee + One	\$1,417.73	\$1,210.78	\$206.95	\$605.39	\$103.48
Employee + Children	\$1,598.89	\$1,350.02	\$248.87	\$675.01	\$124.44
Family	\$1,820.35	\$1,404.33	\$416.02	\$702.17	\$208.01

DENTAL PLANS	Monthly Premium	Per Month	
		City Benefit	Employee Deduction
Single	\$52.42	\$37.95	\$14.47
Employee + Spouse	\$102.41	\$70.455	\$31.955
Employee + Children	\$102.84	\$70.76	\$32.08
Family	\$150.06	\$92.51	\$57.55

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF MADISON
AND
INTERNATIONAL BROTHERHOOD OF
ELECTRIC WORKERS,
LOCAL UNION 426
AFL-CIO**



**EFFECTIVE:
JANUARY 1, 2023
THROUGH
DECEMBER 31, 2025**

CONTENTS

TERMS AND AMENDMENTS.....	2
SPIRIT OF AGREEMENT.....	2
ARTICLE I - RECOGNITION	3
ARTICLE II - COMPLIANCE WITH THE LAW.....	3
ARTICLE III - MANAGEMENT RIGHTS.....	4
ARTICLE IV - CONDUCT OF UNION AFFAIRS	4
ARTICLE V - COMMITTEE FOR UNION - MANAGEMENT COOPERATION ...	5
ARTICLE VI - GRIEVANCE PROCEDURE.....	6
ARTICLE VII - SENIORITY.....	7
ARTICLE VIII - DISCIPLINARY ACTION	9
ARTICLE IX - SICK LEAVE	10
ARTICLE X - LAYOFF RECALL - JOB OPENINGS - NEW POSITIONS	11
ARTICLE XI - HOLIDAYS	12
ARTICLE XII - VACATION	12
ARTICLE XIII - LEAVES OF ABSENCE	13
ARTICLE XIV - INSURANCE AND RETIREMENT.....	16
ARTICLE XV - HOURS OF WORK	17
ARTICLE XVI - OVERTIME-STANDBY-MEALS-CALL OUT	17
ARTICLE XVII - WORKING RULES	18
ARTICLE XVIII - SEVERANCE PAY.....	19
ARTICLE XIX - DEDUCTION OF UNION DUES.....	19
SCHEDULE “A” – BASE WAGES	22
SCHEDULE “B” – INSURANCE BENEFIT.....	23

AGREEMENT BETWEEN CITY OF MADISON AND LOCAL NO. 426 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

This Agreement made and executed by and between the City of Madison, Madison, South Dakota, its successor or assigns, (hereinafter referred to as the "Employer/City") and Local Union No. 426 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, affiliated with the AFL-CIO, (hereinafter referred to as the "Union"), witnessed:

TERMS AND AMENDMENTS

This Agreement shall become effective January 1, 2023 and shall continue in full force and effect to and including December 31, 2025, (the "Term"). This Agreement shall continue in full force and effect for the Term except that from year to year either party hereto may give written notice on or before August 1st of each year during the contract Term that wages and insurance shall be opened for yearly negotiation. Any such notice by either party hereto shall not be effective except on or before August 1st of any year. On or before August 1, 2025, the parties shall agree to commence negotiations for a new Term.

SPIRIT OF AGREEMENT

It is mutually agreed and covenanted by the parties to this Agreement that their respective interests can best be served by a wholesome interest of the employee and the Employer alike. The Employer and the Union have a common and sympathetic interest in the efficiency and success of the Employer in performing its function in the distribution of electricity. The Union and the Employer further agree that in return for the basic rights of employment and working conditions covered by this Agreement, there is need for a continuous and cooperative program to improve operating methods and productive performance which will provide for a corresponding compensation return, increasing employee satisfaction and enthusiasm, and reasonable financial stability for the Employer.

The following objectives are mutually agreed to and set forth with regard to wages and salaries:

- A) We intend to establish salaries and wages that are adequate to attract and retain qualified personnel and stimulate their superior performance, growth, and development.
- B) We intend to provide each person with a feeling that the salary compares fairly with what is paid for other positions having similar duties, difficulties and responsibilities both within the City and in other organizations within the area from which the employee would normally be recruited.
- C) We intend to assure both management and employees that performance will be appraised systematically, fairly and that opportunities will be provided to permit all employees to become highly trained and grow and develop so that they can assume positions of greater responsibility.
- D) We intend to provide wages and salaries on a fair, systematic and predetermined basis so that the

Employer can adequately determine budget requirements and do long-range planning.

For the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and to promote harmony and efficiency to the end that the City, the Union may mutually benefit, and in consideration of the respective promises of the parties hereto, this Agreement is hereby made and entered into.

ARTICLE I - RECOGNITION

Section 1: This Agreement covers all regular employees of the City who are classified as "employees employed in the electrical department of the City of Madison, excluding all other employees of the City of Madison including professional, supervisory and temporary/part time".

Section 2: The City recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to hours, wages, and other conditions of employment for all employees covered by this Agreement.

Section 3: Neither the City, nor the Union shall willfully, orally or in writing, make untruthful statements concerning the other party or its representative.

Section 4: There is attached hereto and made a part hereof Schedule "A" which lists the position titles and rates of pay for each position covered by this Agreement.

Section 5: For the purpose of this Agreement, the following definitions shall apply:

- A) Employee in Training: A person who is hired to fill a job position will be classified as a probationary employee for the first one thousand forty (1040) hours of employment.
- B) Regular Employee: A person who has completed the one thousand forty (1040) hours probationary period, and who has, at the end of the period, been rated satisfactory by the supervisor, will be classified as a regular employee.
- C) Temporary/Part-time Employee: A person whose employment is fixed at the time of employment not to exceed one thousand forty (1040) hours of work in the twelve (12) month period following the person's date of hire or any subsequent twelve (12) month period. The one thousand forty (1,040) hours may be extended by written mutual agreement of both parties.

ARTICLE II - COMPLIANCE WITH THE LAW

Section 1: Nothing in the Agreement shall be construed to require either party to the Agreement to act in violation of any applicable state or federal law or legal regulation. In the event that any such condition arises, the Agreement shall be modified in respect to either or both parties to the extent necessary to comply with

such law or regulation.

Section 2: If any provision of this contract or the application of the same shall be held invalid, the legality of the other provisions of the contract shall not be affected thereby.

ARTICLE III - MANAGEMENT RIGHTS

Section 1: 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 the Employer direct the work force and establish terms and conditions of employment.

Section 2: 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 contract. No rule, procedure or practice of the management shall be contrary to any provision of this contract.

ARTICLE IV - CONDUCT OF UNION AFFAIRS

Section 1: The Employer recognizes and will not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Employer or any of its agents against any employee because of membership in the Union.

Section 2: Pursuant to the rules and regulations of the Union, the Union shall select at least one steward to represent the employees covered by this Agreement. All stewards referred to in this Agreement shall be regular employees of the Employer.

Section 3: Prior to the discharging of steward duties, the Union shall furnish, to the Employer, in writing, the names of such stewards.

Section 4: The steward shall be instructed by the Union as to the duties and responsibilities of the steward, both representing the employees to the City and in interpreting the provisions of this Agreement to the employees. The steward shall be available to the City to aid in securing compliance with the terms of this Agreement. The steward shall be available to any employee to assist in the handling of any grievance, as provided in the grievance procedure.

Section 5: The steward shall be permitted to devote reasonable periods of time to represent assigned work

groups during normal working hours, without loss of pay, but not to exceed more than one (1) hour per pay period.

Section 6: The City shall not treat a Union steward any more favorable or less favorable than any other employee of the City.

Section 7: The City will afford space on the City's bulletin boards for use by the Union for the purpose of posting notices relating to the Union. Such notices shall be restricted to; (1) changes in rules and regulations of the Union; (2) changes in personnel on committees and officers of the Union; (3) notice of time and place of regular and special Union meetings, social functions and entertainments sponsored by the Union or its International; and (4) notice of Joint Apprenticeship and Training Committee meetings and proposals of other committees created under this Agreement.

ARTICLE V - COMMITTEE FOR UNION - MANAGEMENT COOPERATION

Section 1: The parties recognize that during the period in which this Agreement is in effect, problems of administration of this Agreement may arise which are not anticipated by either party. They also recognize that during such period more mutually constructive and productive relationships are likely to exist between the City and the Union and among both management and non-management employees, if both the City and the Union continue to enlarge their respective efforts to gain a better appreciation and understanding of each other's problems and objectives. They recognize that frequently what first appears to be problems or areas of conflict and disagreement, are actually the result of misunderstandings 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

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

which interfere with such relationships.

This committee shall also consider handling problems concerning the safety of working conditions. Each of the parties recognizes 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.

This committee shall meet as often as necessary and shall administer the Registered Apprenticeship Agreement, between the City and the Union.

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 VI - 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 or 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.

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 regularly scheduled meeting, in executive

session shall set the hearing date. The hearing shall be scheduled and held within the following two weeks and be conducted in an executive session under procedure to be established by the commission. The Commission will make a decision and the employee notified within ten (10) days of said hearing.

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 cause.

Section 7: At any time, the employee or the 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 VII - SENIORITY

Section 1: A regular employee will accumulate seniority based on the employee's date of hire and total continuous service with the Department.

Section 2: Any temporary or part-time employee, whose employment arrangement is changed to full-time status, shall be treated as a new employee. Once an employee is offered full-time status his date of employment shall be determined by subtracting one (1) day for each day that he has worked for the City from the date he/she is offered full-time employment.

Section 3: Seniority rights shall not apply to a probationary employee. After an employee has satisfactorily completed the probationary period, seniority will be established as of the employee's date of hire.

Section 4: In the event it becomes necessary to lay off employees for any reason, an employee will be laid off in inverse order of their seniority in the particular job or in their particular department if the jobs are similar. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled, if qualified to perform the work. All seasonal or part-time employees shall be laid off before any full-time employees are laid off.

A) Transfer and Promotions

- 1) Employees may be transferred from one (1) department to another as need may rise, or upon request. (see personnel office)

- 2) If it is found you are not fully suited for your work, an attempt will be made to transfer you to other work suitable to your qualifications with the hope you will then make satisfactory progress. After you have performed satisfactorily, and have demonstrated qualifications for advancement, you will be considered for promotion to positions which may pay a greater wage and utilize greater skills. Vacancies in higher positions will be filled by deserving employees of the city whenever possible.
- 3) Promotion within the City shall be by department, on a seniority basis with the most senior employees within the department considered first (1st) for promotion. Determination of position qualifications is a prerogative of the city. Any promoted employee shall be granted a thirty (30) day trial period to determine:
 - i. His/her ability to perform the job.
 - ii. His/her desire to remain on that job.
 - iii. During the thirty (30) day trial period an employee may elect to revert back to his/her previous position without penalty or prejudice.
- 4) If the city is unable to fill a vacancy by promotion from within, it may hire from outside the work force. When a vacancy occurs and no employee, in the opinion of the city is eligible to fill the vacancy, a new employee may be hired. New employees will be subject to a six (6) month training period.
- 5) If the employee desires a transfer to another job, the employee shall submit an application in writing to the Supervisor. The application shall state the reason for the transfer in addition to the job title the employee wishes to transfer to.

Section 5: The City shall give credit for prior service for seniority and other length of service benefits to any person laid off and subsequently re-employed by the City; provided, the reemployment occurs within twelve (12) months of layoff.

Section 6: If an employee is granted a leave of absence by the City and if the absence does not exceed six (6) months, then the employee's service will be considered continuous.

Section 7: An employee who leaves the employment of the City to enter the Armed Forces, either by enlistment or by draft, shall be reinstated, as provided by federal law, upon application within ninety (90) days after the individual is first eligible for honorable discharge or is released from active duty, whichever occurs first; provided, the person qualified under the seniority rules and is capable of performing the work required. Upon reinstatement, such employee will be given credit for continuous service prior to entering the Armed Forces, plus full credit for time spent in such service.

Section 8: An employee shall forfeit seniority when an employee:

- A) Quits
- B) Retires
- C) Is discharged, with cause
- D) Fails to report for work within seven (7) days after being notified to return following a layoff.
- E) Is laid off for a continuous period of twelve (12) months.
- F) Is absent for eighteen (18) months, or a time equal to one-half (1/2) of the employee's seniority, whichever is less, because of a non-occupational injury or illness, unless such time is extended in writing by the City.
- G) Is absent for twenty-four (24) months, or a time equal to one-half (1/2) of the employee's seniority, whichever is less, because of an occupational injury or illness, unless such time is extended in writing by the City.

ARTICLE VIII - DISCIPLINARY ACTION

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, administer and carry through the proper action. Employee shall not be disciplined, suspended, or discharged without just cause.

Section 1: The cause for which an employee may receive disciplinary action include the following but not limited to:

- A) Incompetence or inefficiency
- B) Violation of safety rules
- C) Disregard for authority and willful failure to obey lawful orders
- D) Failure to meet departmental physical fitness standards
- E) Deceit or falsification of records
- F) Disclosure of confidential information
- G) Theft or other acts of turpitude tending to discredit the city
- H) Use of or under influence of intoxicating liquor or drugs on the job or in or on city property
- I) Abuse of sick leave privilege
- J) Continued tardiness
- K) Any action which is detrimental to the efficiency or effectiveness of the operation of the city
- L) Any action which is detrimental to or discredits the city
- M) Any action which threatens the safety and security of the city employees or the general public
- N) A violation of a departmental rule or procedure

Section 2: Whenever the City determines that disciplinary action is to be imposed upon an employee, these steps shall be followed:

- A) For first (1st) offense a documented verbal reprimand.
- B) For second (2nd) offense, depending upon severity, up to or including a written reprimand or a suspension without pay or demotion.
- C) For a third (3rd) offense, depending upon the severity of the offense, a suspension without pay, up to and including, demotion or discharge.
- D) 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 or alcohol) theft or other acts of moral turpitude or in any other manner converting employer's property, disregard for authority and willful failure to lawful orders, assaulting a city officer, supervisor or employee on the premises or any conduct which threatens the safety and security of city employees or the general public.
- E) A reprimand or other disciplinary action shall remain as a part of the employee's permanent record for a period of twenty-four (24) months from the last completed date of disciplinary action.

ARTICLE IX - SICK LEAVE

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

Section 1: Probationary and permanent employees will receive sick leave credits at the rate of one-half ($\frac{1}{2}$) 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 for each regular workday he/she is absent from work to the extent of his/her earned sick leave credits.

Section 2: Temporary employees do not receive any sick leave credits.

Section 3: Employees shall be charged for sick leave only for absence on days when they would otherwise work and receive pay.

Section 4: Sick leave shall be granted to employees:

- A) When they are incapacitated from 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.
- 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 whose wife is giving birth to a child shall be granted two (2) days sick leave one (1) of which may be taken at the time of delivery and one (1) at the time of wife's release from the hospital.
- F) Employees may use up to two (2) days of sick leave for funeral leave in accordance with Article XIII B.
- G) The department supervisor may require a doctor's certification to establish the employee illness if the illness extends beyond three (3) days.
- H) Employees are expected to employ the sick leave provisions only in the event of actual illness. Abuse of the privilege by any employee and deliberate deceit in connection with the use of this privilege will result in discharge of the employee.
- I) 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 notated on the employee's time sheet and charged against his/her accumulated sick leave by the Finance Office.
 - c. An employee who abuses the sick leave privilege may expect disciplinary action pursuant to City policy
- J) 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 X - LAYOFF RECALL - JOB OPENINGS - NEW POSITIONS

Section 1: All vacancies in positions covered by this Agreement shall be posted and held open for at least five (5) working days. Employee applications will be considered in the selection of persons to fill such vacancies.

Section 2: If new job positions are established or job descriptions change during the term of the agreement, the City agrees to meet with representatives of the Union to review such new position descriptions and to negotiate a wage rate for the employees as affected.

Section 3: The City shall notify, in writing any employee who is to return to work following a layoff. The City shall personally deliver or shall mail such notice by certified mail, return receipt requested, to the last address furnished the City by the employee. Any employee so notified must, within seven (7) days of receipt of such notice, advise the City, in writing, as to whether or not the employee intends to return to work. A returning employee shall report for work on the day designated by the City.

ARTICLE XI - HOLIDAYS

Section 1: The City will pay each employee eight (8) hours of regular pay for each of the following holidays.

- | | | |
|---------------------------|---------------------|------------------------|
| 1) New Year's Day | 5) Memorial Day | 9) Native American Day |
| 2) Martin Luther King Day | 6) Juneteenth | 10) Veteran's Day |
| 3) President's Day | 7) Independence Day | 11) Thanksgiving Day |
| 4) Good Friday | 8) Labor Day | 12) Christmas Day |

Section 2: When a holiday falls on Sunday, the following Monday shall be considered to be the holiday. When a holiday falls on Saturday, the preceding Friday shall be considered the holiday. Award four (4) additional hours of holiday pay each December 24th. If December 24th falls on a Saturday or Sunday, the preceding Friday shall be considered the holiday.

Section 3: Whenever an employee is required to work on a holiday, the City will pay the employee the allowed regular pay, plus time and one-half ($\frac{1}{2}$) for the number of hours actually worked. If employee is required to work Thanksgiving Day or Christmas Day, the employee will be paid the allowed regular pay plus double time for hours actually worked.

Section 4: Employees shall only be eligible to receive these holidays off with pay if they have worked or were on paid leave on the last shift prior to the holiday and the first shift after the holiday.

Section 5: If the holiday is observed on the employee's day off or during his/her vacation, he/she will be paid regular pay for the non-worked holiday.

ARTICLE XII - VACATION

Section 1: Regular and probationary employees shall accrue vacation according to the following schedule. The date of hire and the anniversary thereof shall determine length of employment.

<u>Length of Employment</u>	<u>Accrual Rate</u>
Date of hire thru fifth (5 th) year.	6.67 hours per month
Sixth (6 th) thru thirteenth (13 th) year.	10.00 hours per month
Fourteenth (14 th) thru twenty-fourth (24 th) year.	13.33 hours per month
Twenty-fifth (25 th) thru thereafter.	16.67 hours per month

Section 2: 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 limit, no further vacation time can be accrued until the total amount is reduced below the maximum. In the event of accident, sickness, or an emergency working condition the City may, on an individual employee basis, extend the maximum.

Section 3: Vacation leave will be granted to regular employees only. Probationary employees, upon becoming a regular employee, shall be credited with vacation leave time accrued from the date of hire.

Section 4: The employee shall be responsible for scheduling vacation leave so that accrual will not be lost.

Section 5: Vacation leave may be taken in increments equal to one-quarter ($\frac{1}{4}$) hour with supervisors' permission.

Section 6: Requests for vacation leave must be made a reasonable time in advance to avoid impairing the work of the department.

Section 7: Requests for vacation leave must be submitted to and approved by the employee's immediate supervisor.

Section 8: For vacation requests made prior to the first day of April, seniority shall be used to resolve vacation scheduling conflicts, within a unit. Beginning April 1, vacation requests within a unit, shall be scheduled on a first (1st) request, first (1st) honored, basis.

Section 9: If a holiday, as established in this Agreement, occurs during an employee's vacation leave, the holiday time shall not be charged against the employee's accrued vacation pay.

Section 10: An employee's vacation pay shall be at the same rate as the employee's regular rate of pay.

Section 11: 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. Cash payments in place of vacation privileges are not permitted.

Section 12: Employees may not use vacation leave during their final two (2) weeks after providing notice of resignation or retirement unless the Department Head provides written approval.

Section 13: Employees will be allowed to accumulate an extra forty (40) hours of vacation leave during their retirement year only. For purpose of this Section, retirement year is defined as the twelve (12) months prior to retirement. The employee must provide written notification to the City of intended retirement date prior to accumulating the extra hours.

ARTICLE XIII - LEAVES OF ABSENCE

A leave of absence (LOA) is a privilege given to a full-time employee or permanent part-time employee. It allows you to be absent from employment for a period of time without having to terminate employment or lose any benefits you may have accrued up to that time.

You may request a leave of absence after being employed six (6) months. If convenient, a leave of absence without pay may be arranged through your department head and the Finance Office with final approval by the Board of Commissioners. Earned vacation must be used before a LOA will take effect.

If a leave of absence is necessary, you should obtain a Status Change Form through your department head, or Finance Office, and complete the form as far in advance as possible so that your supervisor may arrange for the necessary approval and coverage of your work during your absence. Each case is decided on its own merit. You should submit the form through your supervisor. The supervisor will then submit the form to the Finance Office.

A) Generally, dependent on your situation, LOA's will be granted for the following reasons after earned vacation is used:

- 1) Maternity-three (3) months
- 2) Extended illness beyond accrued sick leave sixty-nine (69) days.
- 3) Military reserve training-fifteen (15) days
- 4) Marriage-two (2) weeks
- 5) Extended vacation-one (1) week
- 6) Death and funerals as needed, with approval to a maximum of two (2) weeks

B) Funeral Leave

- 1) A paid funeral leave of three (3) days will be granted to any probationary or permanent employee to attend the funeral of a member of his/her family. A member of his/her family shall be interpreted to mean husband, wife, son, daughter, father, mother, brother, sister, grandmother, grandfather, stepson, stepdaughter, stepfather, stepmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, and stepsiblings of the employee or spouse. 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 an Aunt, Uncle, Niece, or Nephew, 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.
- 2) In addition, in the case of the death of any of the above-named relatives, two (2) additional days shall be granted where travel (at least two hundred [200] miles one [1] way) is necessary, provided the same is approved by the department head. In the case of death of an Aunt, Uncle, Niece, or Nephew, two (2) days travel (must be at least two hundred [200] miles one [1] 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.

C) Active Reserve Duty

Any employee who has served his/her probationary period and who is a duly qualified member of the "ready reserve" of an organized unit, and who, in order to receive military training with the Armed Forces of the United States of America, is required to have leave, shall be given five (5) paid days of leave and ten (10) unpaid days of leave in any one calendar year. Such leave shall be unpaid. An employee shall be granted

leave for:

1) Military Leave subject to and consistent with SDCL 3-6-19, any employee who has served his/her probationary period and reports for and performs duty in any branch of the Armed Forces shall be entitled to reinstatement with the employer provided:

- a) He/she makes written application for reinstatement for the position held prior to his/her service within ninety (90) days of his/her release from the service or within ninety (90) days after hospitalization continuing after such release for a period not to exceed one (1) year.
- b) The position with the employer still exists.
- c) The employee is capable of discharging the duties of the position.
- d) Separation from the Armed Forces was other than dishonorable.

D) Union Conventions

Employees who are officers of their Unions shall be entitled to unpaid leave to attend an annual convention or a state convention of the Union. Such leave shall include necessary travel time to get to the place of the convention.

E) Leave of Absence for Valid Reasons

Leave of absence for valid reasons may be extended for a maximum of thirty (30) days. You are limited to one renewal. This must be requested as early as possible, but before the last week of your initial LOA. Any absence after this will result in a poor reference if absence is not a valid reason. Employment and leave of absence shall both terminate if you accept other employment. All former employees reemployed shall resume the status of a new employee and shall receive no credit for broken service unless a leave of absence has been granted.

F) Jury Duty

As a full-time employee, if you are called for jury duty after you have completed the six (6) month probationary period, you should inform your department head and the Finance Office immediately. If jury pay is less than regular pay, the difference in pay for all scheduled working days served on jury duty will be paid. Salary will be calculated on a forty (40) hour workweek. Evidence of jury pay, and the amount of payment must be shown to the Supervisor.

G) Family Medical Leave

"All FMLA rights shall be referred to and governed by the City Policy on Family Medical Leave Act. The City of Madison adheres to the federal law and regulations."

ARTICLE XIV - INSURANCE AND RETIREMENT

Section 1: Health Insurance:

- A) The City shall provide group health and dental insurance plans for all full-time employees in the bargaining unit and their dependents electing to be covered by such insurance.
- B) For calendar year 2023, the City will pay a monthly health/dental insurance benefit as shown in Schedule “B”.
- C) Insurance Committee

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:

- City Finance Officer (non-voting member)
- Union Stewards from represented bargaining units (non-voting members)

VOTING:

- Finance Officer
- Two (2) employees from the Teamsters department
- One (1) employee from the Electric department
- One (1) employee from Public Safety (either Fire or Police)
- Three (3) employees At-Large
- One (1) Finance Commissioner
- One (1) Department Head

This committee will work together to provide recommendations to the City Commission each fiscal year prior to the renewal of the insurance currently implemented.

Section 2: Life Insurance:

Group life insurance is available for all permanent full-time employees. The City pays the cost of the term insurance on employee. The employee must pay the premium costs for spouse and dependents. The term insurance is for thirty thousand dollars (\$30,000.00) on the employee, and ten thousand dollars (\$10,000.00) on the spouse and five thousand dollars (\$5,000.00) for each child, no more than five (5) children per family.

Section 3: Retirement:

The Employer will continue its policy of membership in the retirement program of the State of South Dakota for employees of municipalities and will continue to pay the appropriate state percentage match of employee's salary

into such fund.

A). Special Pay Plan

"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."

B). A retiring employee is able to retain group health and dental coverage by paying one hundred percent (100%) of each monthly premium if eligible for SDRS benefits and has fifteen (15) years of full-time cumulative service. Coverage may continue until retiree reaches the age of sixty-five (65) or otherwise qualifies for the Medicare program.

ARTICLE XV - HOURS OF WORK

Section 1: The normal workweek shall consist of forty (40) hours of five (5) consecutive days, Monday through Friday. The normal workday shall consist of eight (8) hours between 7:00 a.m. and 4:00 p.m., with (1) hour off for lunch. This daily schedule may be altered by no more than one (1) hour for some or all employees, by mutual agreement between the City and the Union.

Section 2: Employees shall be allowed to take a fifteen (15) minute rest break during each working half (½) day.

ARTICLE XVI - OVERTIME-STANDBY-MEALS-CALL OUT

Section 1: Overtime – When it is necessary for employees to work at times other than normal working hours, those employees shall be paid at one and one-half (1 ½) times the regular rate of pay for the hours worked beyond forty (40) hours in a work week defined as Monday through Friday from 7:00 am to 4:00 pm as normal hours. The Electrical Department shall have the right to modify normal working hours for the completion of specific tasks requiring scheduling outside of the normal work hours for up to a week. Any extended change of normal hours shall require commission approval for changes up to a month in duration. The City shall notify the Union of any change to normal working hours for less than a month. Any change beyond a month in duration shall require a negotiated change of contract terms and conditions. Work related to an emergency is not covered under this section.

The employee may at his/her option choose comp-time instead of wages, however, the comp-time shall be figured at the one and one-half (1 ½) times for each hour of overtime worked same as wage. If an employee chooses to have the comp-time instead of the wage, he/she must use the comp-time prior to December 1st of each year. If the comp-time is not used before December 1st, the employee shall be paid in wages for the time worked at the applicable rate. Comp-time will not be accumulated in December. Under no circumstance shall comp-time carry over to the next pay raise.

Section 2: Call Out – A minimum of two (2) hours of pay at the overtime rate shall be paid to all employees who are called back to work after having been released from their regular day's work. If employees are called to work two (2) hours or less prior to the start of the regular workday, overtime will be paid for the actual time worked from the time of call back to the commencement of the regular workday.

Section 3: Rest Period – Regular employees who have worked sixteen (16) hours or more in any twenty-four (24) hour period will, upon release from work, be entitled to an eight (8) hour rest period without loss of pay for regularly scheduled hours of work. If it is not practical to release a regular employee after the regular employee has worked sixteen (16) hours or more in a twenty-four (24) hour period, said regular employee shall be paid at the overtime rate until his release.

Section 4: Meals – When employees are required to work more than three (3) hours past their normal quitting time on a regular day or are called to work two (2) hours before the start of the regular workday, employees may submit for a meal reimbursement up to the State of South Dakota per diem rate. The employer has the discretion to supply a meal to employees in which case reimbursement will not be available. When emergency conditions require extended or unusual work conditions a lunch shall be provided every four (4) hours worked, a hot meal every eight (8) hours, until released.

Section 5: Standby – all employees will be required to take their turn providing after hours on standby from Saturday at 12:00 am to Sunday at 11:59 pm. Compensation shall be fifty dollars (\$50.00) per day. Employees will be required to respond to any call-in within twenty (20) minutes and will be expected to make necessary accommodations to meet that response time. Failure to adhere will result in disciplinary action.

ARTICLE XVII - WORKING RULES

Section 1: The employer shall not require men covered by this Agreement to do new construction work out of doors during unreasonable weather conditions unless work is necessary to protect life or property or to maintain service to the public.

Section 2: The Employer shall provide rain clothing, helmet (hard hat), scare straps and gaffs, safety belts, climbing hooks and all other tools necessary.

- A) Safety Glasses- "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."

Section 3: Uniforms

The City shall furnish every employee whose work responsibility requires then to work in an electrical hazard area,

an initial set of uniforms to be selected by the City. The initial uniforms shall include four (4) FR rated shirts, four (4) one hundred percent (100%) cotton T-shirts, four (4) FR rated jeans, one (1) FR rated coat, one (1) FR rated sweatshirt and one (1) FR rated bib overall. Each year thereafter the City agrees to replace two (2) shirts and two (2) pants or a combination thereof due to wear. The City will also replace any of the initial set of clothing for work related damage. The Department Head is responsible to order all uniforms. An annual boot/clothing allowance of one hundred fifty dollars (\$150) (taxed per IRS standards) 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 and clothing.

Section 4: When an employee is required to be away from home overnight or longer, the Employer will provide necessary lodging, meals and cost of transportation. If the employee is required to use his personal automobile in the Employer's service, payment therefore shall be under the established Travel Regulation of the City of Madison.

Section 5: The Employer will pay the fees for all State licenses required for its employee.

Section 6: 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 XVIII - SEVERANCE PAY

Section 1: 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 employees then current pay for each five (5) years of continuous service, or prorated amount thereof. Any employee who is discharged with cause by the City shall not be entitled to or receive severance pay.

ARTICLE XIX - DEDUCTION OF UNION DUES

Section 1: Where not in conflict with Federal or State Laws or regulations the Employer agrees that any employee covered by this Agreement may, upon written instructions to the Employer, request the Employer to deduct his current union dues from his earnings once each month, and the Employer further agrees that amounts so deducted will be turned over monthly to the financial secretary of the local union representing such employee. It is understood that the written instructions to the Employer authorizing such deductions of Union dues must be acceptable to the Employer.

The amount of dues to be deducted shall be certified by the Union at the effective date of this Agreement and may not be changed so far as the Employer is concerned during the contract year.

Section 2: Such written authorization shall be voluntary on the part of any employee and may be revoked by such employee at any time by giving the Employer and the Union written notice of such revocation.

Section 3: This Agreement to deduct Union dues shall not apply to initiation fees, special assessments, or payments

of any kind due the Union by the employee other than current Union dues.

Section 4: If there should be insufficient pay due the employee after all mandatory deductions have been made, the Employer shall be relieved of all obligations to deduct the Union dues for that period and the Employer shall not be required to deduct in a subsequent pay period the dues which were not deducted earlier due to insufficient pay.

Section 5: The Employer shall not be liable to the Union by reason of the requirements of this article for the remittance or payment of any sum other than that authorized by the employee constituting actual deductions made from wages earned by the employee.

In addition, the Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with this section.

Section 6: The instruction for the deduction of dues shall be in the following form:

VOLUNTARY CHECK-OFF FORM

_____, 20____

I certify that I.B.E.W. Local No. 426 is my designated collective bargaining representative and I hereby voluntarily authorize the City of Madison to deduct from any earnings due me on the first pay day in each month my monthly union dues for the preceding month as certified by the Union and pay the same to the financial secretary of said Union. This authorization may be revoked by me at any time upon thirty (30) days' written notice to the Employer and the Union, or upon termination of my employment.

Dated at Madison, South Dakota on this _____ day of November 2023.

CITY OF MADISON, A Municipal Corporation

BY: _____
Roy Lindsay, Mayor

ATTEST: _____
Sonya Wilt, Finance Officer

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, Local 426

BY: _____
Dylan Meyer, Business Manager

BY: _____
Roy Brown, Member Negotiating Committee

SCHEDULE “A” – BASE WAGES

CLASSIFICATION	% of JL Rate	EFFECTIVE 12/17/2023
Electric Utility Supervisor	112%	\$51.03
Lead Line Worker	106.67%	\$48.59
Line Worker w/ State Electrical Contractors License	101.54%	\$46.25
Line Worker	100%	\$45.55
Apprentice Line Worker		
8th 6 Months	90.03%	\$41.01
7th 6 Months	85%	\$38.73
6th 6 Months	80%	\$36.45
5th 6 Months	75%	\$34.16
4th 6 Months	70%	\$31.90
3rd 6 Months	65%	\$29.61
2nd 6 Months	60%	\$27.33
1st 6 Months	55%	\$25.06
Meter Reader (of JL Scale)	78.02%	\$35.54
Apprentice Meter Reader	% of MR	
4 th 6 Months	90%	\$31.98
3 rd 6 Months	80%	\$28.43
2 nd 6 Months	70%	\$24.88
1 st 6 Months	60%	\$21.32
Administrative Assistant		Grade 12

Note 1: All wages in table were increased 4.0% for cost-of-living adjustment from previous year. Employees are also eligible for an annual 1.5% performance-based increase each year. This increase will result in each employee receiving a higher wage than noted in the base wage table.

Note 2: Administrative Assistant is a position which is eligible for another collective bargaining unit in addition to IBEW. It is set at Grade 12 according to the Step/Grade scale used for other City departments. Effective the first payroll of 2024, the employee will be placed at Step D with opportunity for Step E pending a positive performance review.

SCHEDULE “B” – INSURANCE BENEFIT

Effective Plan Dates – 1/1/2024 – 12/31/2024

INSURANCE PLANS	Monthly Premium	Per Month		Per Payroll	
		City Benefit	Employee Deduction	City Benefit	Employee Deduction
Single	\$785.01	\$785.01	\$0.00	\$392.51	\$0.00
Employee + One	\$1,417.73	\$1,210.78	\$206.95	\$605.39	\$103.48
Employee + Children	\$1,598.89	\$1,350.02	\$248.87	\$675.01	\$124.44
Family	\$1,820.35	\$1,404.33	\$416.02	\$702.17	\$208.01

DENTAL PLANS	Monthly Premium	Per Month	
		City Benefit	Employee Deduction
Single	\$52.42	\$37.95	\$14.47
Employee + Spouse	\$102.41	\$70.455	\$31.955
Employee + Children	\$102.84	\$70.76	\$32.08
Family	\$150.06	\$92.51	\$57.55