

**CITY OF BROOKINGS
POLICE LABOR CONTRACT
2022-24**

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CITY OF BROOKINGS - POLICE LABOR CONTRACT

THIS AGREEMENT made and entered into this 1st day of January, 2022, by and between the City of Brookings, 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”.

1. RECOGNITION

1A. 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:

1A.1 All regular full-time employees employed in the Police Department of Brookings, South Dakota as stipulated in Appendix A.

1B. As used in this contract, where appropriate, the masculine includes the feminine, and the singular includes the plural (and vice versa).

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contravention of the laws or regulations of the United States or the State of South Dakota, such provisions shall be superseded by the appropriate provisions of such regulation; so long as the same is in force and effect, but all other provisions of this Agreement shall continue in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

3. MANAGEMENT RIGHTS

3A. The Union recognizes the prerogatives of the City Manager and City Council of the City to operate and manage its affairs in all respects in accordance with its responsibility and the powers of authority which the City has not officially abridged, delegated, or modified by this Agreement, and such powers and authority are retained by the City.

3B. These management rights include, but are not limited to the following:

3B.1 To utilize personnel, methods and means in the most appropriate and efficient manner possible; to manage and direct the employees of the City; to hire, schedule, promote, transfer, assign, train, or re-train employees in positions with the City, and to suspend, discharge or take positions with the City, and to suspend, discharge or take other

- appropriate action against employees for just cause;
- 3B.2 To determine the size and composition of the work force, to eliminate or discontinue any job or classification and to lay off employees for lack of work or lack of appropriate funds;
- 3B.3 To determine the objectives of the City and the method and means necessary to efficiently fulfill those objectives, including transfer, alteration, curtailment, or discontinuance of any service; the establishment of acceptable standards of job performance; (this shall not include the establishment of a quota system); the purchase and utilization of equipment; and the utilization of seasonal and part-time employees, as long as no full-time employees are laid off;
- 3B.4 To provide reasonable standards and rules for employees; and
- 3B.5 To determine the method of fulfillment of the objectives of the City, whether by its employees or by contracting or subcontracting with respect to all of the City's services.

4. 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. The minimum coverage under this policy shall be \$300,000.00. If qualified immunity is eliminated for Law Enforcement Officers, the City agrees to increase the minimum coverage from \$300,000 to \$700,000.

5. STEWARDS

- 5A. The City recognizes the right of the Union to designate stewards. The job stewards so designated shall perform the following duties:
- 5A.1 Investigation and presentation of grievances to Employer or the Employer representative in accordance with the provisions of this Agreement;
- 5A.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, 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 duty supervisor, and provided that the steward's supervisor(s) 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 monthly overtime.

6. BULLETIN BOARDS

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

7. MILITARY LEAVE

- 7A. Regular full-time employees serving in the Military Reserve, National Guard or Naval Militia will be granted paid leave of absence when they are called out for active service. They shall be paid a pay supplement by the City so that the supplement combined with their service pay shall equal their regular rate of pay from the City up to a maximum of two weeks per calendar year. If such service exceeds two (2) weeks, the City will not supplement the pay beyond the initial two-week period. There will be no loss of seniority, and employees may utilize vacation leave. Service pay shall include quarters allowance, in addition to base pay.
- 7B. Medical benefits will be extended for thirty (30) days for all Military personnel called to active duty.
- 7C. All applications for military leave must be approved by the Chief or his designee. The request must be accompanied by a signed copy of the military orders.

8. GRIEVANCE PROCEDURE

- 8A. Grievances are herein defined to be disputes involving the interpretation of this Agreement.
- 8B. Employees are encouraged to attempt to resolve grievances with their supervisor. Failure to resolve the grievance with the supervisor, employees are encouraged to attempt to resolve the grievance with the Chief of Police.
- 8C. Failure to resolve the grievance with the supervisor or Chief of Police, the grievance shall be reduced to writing and submitted to the Human Resources Director and the Local Union within ten (10) working days following the day on which the grievance occurred or within ten (10) working days of knowledge of the occurrence. The written grievance shall contain the alleged violation and relief requested. The grievance shall be signed by the aggrieved employee or a representative of the Local Union. An employee may have a steward and/or

business representative present at any step of this procedure. Within ten (10) working days, the City Manager or their designee shall meet with the grievant and the Local Union. At this meeting, all available evidence shall be afforded to both sides.

8D. Failing settlement at that level, the matter may be appealed to the Department of Labor and Management pursuant to SDCL 3-18-15.2. The appeal must be initiated by the employee or the Local Union within thirty (30) calendar days. No grievance shall be entertained or processed unless it is submitted in accordance herewith. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed within the specified time limit or any agreed extension thereof, it shall be considered withdrawn. In all cases involving disciplinary, the employee and/or the Union may elect to commence the grievance procedure at the level of the Chief of Police or City Manager.

8E. Time limits may be extended by mutual agreement.

8F. The Union has the authority to abandon a grievance. Abandonment of a grievance shall not set a precedence.

9. DISCHARGE OR SUSPENSION

9A. The Employer shall not discharge, suspend, or discipline any employee without just cause, but in respect to discharge shall give at least one (1) warning notice of a complaint against such employee to the employee in writing and a copy of the same to the Union, except that no warning notice need be given to an employee before he is discharged or otherwise disciplined if the cause of such discharge is:

9A.1 Dishonesty;

9A.2 Drinking of, presence of alcohol on their person, or under the influence of alcoholic beverage or narcotics during the work shift. An individual will submit to a portable breath test if the presence of alcohol is suspected. In the event PBT shows positive, employees shall be offered the opportunity to submit to a blood test and the expense of the blood test will be upon the City if the results are negative and upon the employee if results are positive;

9A.3 Personal possession or use of illegal drugs;

9A.4 Recklessness resulting in a serious accident while on duty;

9A.5 Failure to report an accident or criminal incident while on duty;

9A.6 Conduct which is unbecoming of an officer.

- 9B. It is understood that there are other offenses of extreme seriousness that an employee will be discharged for without a warning letter. Depending upon the circumstances and upon just cause, a lesser discipline to include demotion, suspension, or any other appropriate disciplinary action, short of discharge, may in the discretion of the Chief of Police, be implemented. It is further understood that a warning notice shall mean that further disciplinary action up to and including suspension or dismissal may occur if the condition causing the issuance of the warning letter is repeated during the effective time of the warning notice.
- 9C. Time limitations of such warning letter shall be consistent and uniform among like incidents but in no instance, shall it be for more than eighteen (18) months from the date of the incident causing this issuance.
- 9D. Discharge must be by proper written notice to the employee and the Local Union. Any employee may request an investigation of this discharge.
- 9E. Any reprimand that can become part of an officer's official record or result in suspension or discharge shall be given in writing to the employee affected, with a copy to the Union steward and shall be done at an appointed time with such employee having the right to have a Union steward and/or other Union representatives present.

10. CITIZEN'S COMPLAINT

Citizen complaints against officers shall be divided into two categories: non-criminal conduct and criminal conduct. Any citizen wishing to lodge a formal complaint against an officer shall be directed to the appropriate Division Commander for determination of category and merit. The officer will be notified at a time appropriate based upon the circumstances of the investigation.

10.1 – Non-Criminal Complaints: Upon receiving a complaint and determining the complaint to be non-criminal and having merit, an investigation into the circumstances of the complaint shall be initiated. The investigation shall be conducted internally by a command level officer designated by the Chief of Police or his designee, and may include interviews, statements, audio or video recordings and any other pertinent information from all persons associated with the investigation.

10.2 – Criminal Complaints: Upon receiving a complaint and determining the complaint to be criminal and having merit, an investigation into the circumstances of the complaint shall be initiated. The investigation shall be conducted either internally by a command level officer, or by investigators from outside agencies so as to avoid any conflict of interest issues as chosen by the Chief of Police or his designee. The investigation may include interviews, statements, audio or video recordings and any other pertinent information from all persons associated with the investigation.

10.3 – Determinations and Findings: Upon completion, the investigation summary

shall be forwarded to the Chief of Police for review. The findings of the investigation shall be classified as follows:

Sustained:	The complaint is determined to be factual.
Exonerated:	The officer(s) did not commit the offense as stated.
Unfounded:	The allegation is false or not factual.
Not Sustained:	Not enough evidence to prove or disprove the allegations were found.
Dismissed:	The complainant withdrew the complaint or failed to cooperate with the investigation.

10.4 – Final Action: If upon completion of the investigation the complaint is sustained, the Chief of Police shall initiate the proper disciplinary action consistent with the City of Brookings Police Labor Contract and the policies of the City of Brookings and the Brookings Police Department.

10.5 – Officer Recourse: Any officer or employee who disputes either the findings of the investigation, or any associated disciplinary action resulting from the investigation, may protest the matter through the established Grievance Procedures of the City of Brookings Police Labor Contract and the Brookings Police Department.

11. WORK RULES

Department General Orders, Work Rules, and the Department Policy and Procedure Manual shall be reviewed by the Chief and City Manager to ensure that they continue to meet existing conditions. Management will notify all employees of work rule changes.

12. COURT PAY

In the event an employee is required to make an off-duty court appearance, they shall be paid a minimum of two (2) hours at time and one-half (1 1/2) their regular rate of pay. Each session of court, morning and afternoon, shall constitute a separate appearance if the officer is required to appear at both. Court time paid at time and one-half shall not be counted toward the officer's eighty (80) hour bi-weekly schedule. This minimum shall not apply to work performed within two hours prior to or two hours following an employee's regular work shift.

13. COMMITTEE FOR UNION - MANAGEMENT CO-OPERATION

13A. 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 part. 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 the others 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:

- 13B. 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 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 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.
- 13C. 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 a 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 more safe.
- 13D. 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.

14. PERSONNEL POLICIES

14A. SENIORITY

- 14A.1 Seniority rights for employees shall prevail. Seniority shall be defined as the total length of continuous service with the Employer, since the employee's last date of hire in the Police Department bargaining unit.
- 14A.2 New employees will be considered probationary employees for twelve (12) months from the date of employment. Should a probationary

employee be absent from the job for an approved leave without pay, the probationary period will be extended to enable employees to complete their full probationary period.

- 14A.3 During the probationary period, employees shall have no seniority status, and may be laid off or terminated at the sole discretion of the City without regard to length of service. When an employee completes their probationary period, their seniority date shall revert back to their original date of hire.
- 14A.4 On January 1 of each year, the employer shall post a current seniority list and shall submit a copy to the Union. Seniority will be classified as follows:
 - a) All sworn personnel;
 - b) All non-sworn personnel;
- 14A.5 Employees hired from non-sworn to the sworn classification or vice versa, shall maintain their seniority for the amounts of vacation but shall go to the bottom of the list in the new classification for all other purposes. Part-time employees obtaining full-time positions shall be considered as a new hire for all purposes.
- 14A.6 Seniority and employment relationship shall terminate when an employee:
 - a) Quits;
 - b) Is discharged for just cause;
 - c) Is retired.
- 14A.7 All scheduled or otherwise anticipated overtime shall be offered by seniority to qualified available personnel unless such overtime requires a special skill or is in accordance with the employee completing an assigned regular shift. Management reserves the right to offer or immediately assign overtime resulting from unexpected, unforeseen, or emergent circumstances without consideration of seniority. It is understood that all overtime must be authorized by the Chief of Police, or designee.
- 14A.8 Vacation will be granted on a first come – first serve basis. In the event vacation is requested at the same time by more than one employee for the same time period, seniority provisions shall prevail.
- 14A.9 In the event of a layoff, the last employee hired shall be laid off first in the sworn and non-sworn classifications 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 classifications.

15. PENSIONS

Retirement benefits shall remain as now provided, 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.

16. INSURANCE

- 16A. The City offers group health, dental, vision, accident, and life insurance options for all full-time employees in the bargaining unit and their dependents electing to be covered by such insurance. The City shall pay 85% of the group health coverage; 75% of the single dental and vision insurance premium portion for all levels of dental and vision insurance; and 100% of the total cost of the group life and AD&D insurance plan for employees. In order to earn the payment of insurance premiums for a given month, the employee must work or use paid leave for at least 50% of the hours' payable in the payroll month.
- 16B. If any employee is covered under the City health insurance plan either by spouse or dependent coverage, they will not be permitted to be covered by an individual policy also with the City.
- 16C. 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.
- 16D. All employees, with a full-time hire date prior to January 1, 2010, who are eligible to begin receiving the South Dakota Retirement System benefit who retire early or have been approved for the SDRS disability benefit within 30 days of effective date of resignation from the City of Brookings, are eligible for 50% payment of the total cost for the retiree group health and life insurance plan offered by the City as outlined in the City insurance policy in accordance with current Insurance policy provisions with no required minimum years of continuous full-time service with the City of Brookings. All employees with a full-time hire date of January 1, 2010 and thereafter, however, must pay 100% of the total cost for the retiree group health and life insurance plan offered by the City. All employees with a full-time hire date of January 1, 2010 and thereafter, must have a minimum of three (3) years of full-time continuous service with the City of Brookings immediately prior to retirement to be eligible for the City retiree group health and life insurance benefits. The retirement insurance benefit will not continue beyond age 65 and will end prior to age 65 if the retiree becomes eligible for Medicare.

17. PAY PERIODS

All employees covered by this Agreement shall be paid in the same manner as all other City employees are paid, on a monthly pay period.

18. WORK WEEK

18A. Employees shall be paid for all time spent in the employ of the Employer.

18B. Employees shall be compensated at the rate of time and one-half for all hours required to work prior to and/or beyond scheduled shift (excludes shifts of less than 8 hours per day); on a scheduled day off; or in excess of forty (40) work hours per week for office personnel and dispatch; or in excess of eighty (80) hours in a two-week period for police officers. Occasional periods when no work is performed due to vacation leave, sick leave, holidays, and/or other benefit leave, will not be used in the computation of overtime.

Employees shall be allowed to trade shifts if it is approved by the shift supervisor. If trading of shifts results in required payment of overtime based on FLSA guidelines, the trade will not be allowable or approved.

18C. Full-time clerical employees shall be scheduled Monday through Friday and Saturdays and Sundays off except for temporary, unusual or emergency situations.

18D. Employees required to work when their shift commences on Easter Sunday shall be compensated with five (5) additional hours of straight time pay.

18E. Pyramiding of overtime will not be allowed.

18F. The City agrees during the term of this contract to continue its policy regarding the replacement of employees at shift change.

18G. Part-time employees shall be scheduled as needed.

19. CALL-IN

Employees who are requested to report for work during hours when they are normally scheduled to be off shall receive time and one-half (1 1/2) for a minimum of two (2) hours for work performed. The employee shall report to the ranking supervisor, up to Lieutenant, on duty to perform any additional duties necessary in an attempt to work for the entire minimum period. This minimum shall not apply to work performed within two hours prior to or two hours following an employee's regular work shift. In the event the employee is on vacation, the employee may elect to take compensation time to be credited back to vacation in lieu of monetary compensation. If employee chooses not to work for the entire minimum period, the employee shall be compensated only for the hours actually worked.

DUTY ASSIGNMENTS OUTSIDE OF REGULARLY SCHEDULED HOURS

Employees with special duties outside of their regularly scheduled hours will be compensated a minimum of two (2) hours at their overtime rate of pay or compensation time. Clarification of special duties may include, but is not limited to, reserve coordinators, certification instructors (such as Fire Arms, Tasers, Radar, DUI, etc.) School Resource Officers, Safety Town, Field Training Officers, and Communications Training Officers.

20. COMPENSATION TIME

Employees at their discretion shall be entitled to be paid for overtime at the rate of time and one-half (1 1/2) or designate comp time upon approval of Lieutenant in lieu of pay at the rate of time and one-half (1 1/2) for each hour of overtime. The maximum allowable carryover from one calendar year to the next is forty (40) hours for both sworn and non-sworn personnel with the exception of designated active certified Communication Operator Trainers and Field Training Officers, who will be allowed to carry over eighty (80) hours from one calendar year to the next.

21. SHIFT DIFFERENTIAL

- 21A. Full-time employees scheduled to work between 6:00 P.M. and 7:00 A.M. shall be paid an additional ninety cents (\$.90) per hour for time worked between those hours.
- 21B. Full-time employees scheduled to work from 6:00 P.M. Friday until 7:00 A.M. Monday and all hours worked during a city recognized holiday shall receive ninety cents (\$.90) per hour additional.

22. BREAK TIME

- 22A. Employees who are scheduled to work an eight (8) hour shift shall be granted a twenty minute paid break during the first four (4) hours, and a twenty minute paid break during the second four (4) hours of their shift. Employees who are scheduled to work a ten (10) hour shift shall be granted a twenty-five minute paid break during the first five (5) hours, and a twenty-five minute paid break during the second five (5) hours of their shift. Employees who are scheduled to work a twelve (12) hour shift shall be granted a thirty minute paid break during the first six (6) hours, and a thirty minute paid break during second six (6) hours of their shift.
- 22B. Dispatchers will not be allowed to leave the Police building, to include designated smoking areas, during their breaks unless there are at least two dispatchers on at that time. However, if the supervisor on duty deems it necessary, dispatchers will be required to remain in the building even when there are two on during a shift.

- 22C. Employees filling out reports shall be allowed coffee or soft drinks while performing this work without it being considered a break, as long as the amount of time is reasonable.
- 22D. Employees shall be allowed to combine break periods for a total of forty (40) minutes during an eight (8) hour shift, fifty (50) minutes during a ten-hour shift, and sixty (60) minutes during a twelve hour shift.
- 22E. Rest periods may not be accumulated for time off or used to leave work early, and are not guaranteed if missed because of operational requirements.

23. PROMOTIONS (effective 10/11/2022)

- 23A. Service requirements for the position of Sergeant require a minimum of three (3) years' experience as a law enforcement officer.

24. MISCELLANEOUS

- 24A. Employees may maintain residence outside the city limits.
- 24C. In the event of an absence of a supervisor, the Chief of Police may designate an officer as acting supervisor to assume all duties of the absent supervisor. An employee that is designated as acting supervisor will accrue one half hour (1/2 hour) of compensation time (x1) for a full six (6) hour shift; one hour (1 hour) of compensation time (x1) for a full eight (8) hour shift; one and one-half (1 ½ hours (x1) for a full ten (10) hour shift; and two (2) hours (x1) for a full 12 hour shift to be utilized at a mutually agreed upon time as approved by their supervisor and/or Chief of Police. Any employee desiring not to act as supervisor shall be allowed not to do so by advising the Chief of Police in writing.
- 24F. The Police Building and all department vehicles will be non-tobacco including vaping with a designated smoking area being provided outside the southwest door of the department.
- 24H. SRT team members will be paid an additional \$2.00 per hour of Hazard Pay when called out. SRT training hours are not included.
- 24I. The canine officer assigned to canine duty for the City of Brookings Police Department shall be compensated as follows:

The following activities may be FLSA compensable time when performed during the canine handler's "off-the-clock" hours: feeding, exercising, training, grooming, cleaning up after canine, and /or transporting the dog to and from an animal hospital or veterinarian. The canine handler's normal workday would

consist of 11 1/2, 9 1/2, or 7 1/2 hours of normal duties depending on scheduled shift and 1/2 hour per day of FLSA compensable time to leave their shift early, with the consent of the Chief, for care/handling of the canine. The 1/2 hour of FLSA compensable time to leave early for care and handling of canine will be factored into each work day, but if call load prohibits the canine handler from leaving early, the handler will accumulate 1/2 hour of FLSA compensable time that day to care for canine dog to be paid at OT or 1/2 hour accrued as comp time at the discretion of the handler. One-half (1/2) hour of FLSA compensable time for care and handling of canine dog will also be accumulated on regular days off and days utilizing benefit time if canine duties are performed by canine handler. The City and Union make the agreement in light of their consultations with the canine handler, and with specific reference to actual hours worked performing such duties. The City, the Union and the handler agree that the weekly total of compensated hours set forth above is reasonable and reflects the actual hours spent in canine care, as described above, with respect to all the pertinent facts related to care provided by the officer for the department's canine dog, in the City of Brookings.

The City agrees to pay for the boarding facility for one week annually while the canine officer is on vacation. The canine officer, however, shall not receive the above canine compensation for their paid vacation hours for that week.

When the Narcotics Canine is no longer capable of performing acceptable standards due to any of the aforementioned reasons, it shall be retired from service. Because the canine may have been purchased with funds other than those provided by Brookings Police Department, certain guidelines or stipulations will be made to turn the dog over to the handler, if they desire, or other prospective owner, if the prospective owner signs a release form accepting all responsibilities for said dog. The dog's ownership may be transferred to the dog's handler by the handler paying a fee of one dollar for the dog. Once the patrol officer is no longer designated as the canine handler for the City of Brookings Police Department, the canine compensation will end.

25. ALCOHOL, DRUG ABUSE AND ADDICTION EMPLOYEE ASSISTANCE PROGRAM

- 25A. The City complies with terms and protections of the Americans with Disabilities Act, including working cooperatively with employees who meet the definition of being a "qualified person with a disability" to identify and provide reasonable accommodations where necessary for the performance of the essential functions of the job. This includes qualified employees who have been diagnosed with alcohol use disorder and whose alcohol use does not adversely affect their job performance or conduct or pose an unreasonable safety risk, as determined by the City. The City does not tolerate the use by employees of illegal drugs, and such conduct will result in discharge

from employment with the City.

- 25B. Employees' job security or promotional opportunities will not be jeopardized by their request for assistance in problems relating to alcohol/drug abuse and/or addiction.

26. SICK LEAVE

- 26A. Sick leave is leave with pay granted to regular full-time employees who are suffering with an illness or disability which prevents them from performing their assigned duties.
- 26B. Sick leave may be earned by probationary and regular full-time employees. Sick leave begins to accrue at the rate of twelve (12) hours per month. Employees with a start date prior to January 1, 2013 may accumulate up to two thousand eighty (2,080) hours of sick leave. Employees hired January 1, 2013 and thereafter, may accumulate up to a maximum of 1500 hours of sick leave. In order to earn the accrual of sick leave for a given month, the employee must work or use paid leave for at least 50% of the hours' payable in the payroll month.
- 26C. Request for sick leave must be approved by the Chief of Police or their designee prior to the employee's normal starting time for the day involved, unless, in the judgment of the immediate supervisor, the circumstances surrounding the absence made the reporting before normal starting time impossible. Upon returning to work, the employee shall notify their supervisor of their recovery.
- 26D. Leave request may not exceed the amount of leave accumulated.
- 26E. Sick leave shall be paid at the employee's regular hourly rate and employees may use sick leave in no less than one-fourth (1/4) hour increments.
- 26F. The City reserves the right to require employees to submit verification from a medical practitioner of their reason for absence upon their return from three (3) consecutive sick days or where a pattern of frequent absences exist. The City may also require any employee afflicted with an illness or injury that may require work restrictions to present verification from a medical practitioner of their fitness to continue to work.
- 26G. Employees shall be charged for sick leave only for absence on days when they would otherwise work.
- 26H. Employees on unpaid leave of absence in excess of one-half month will not accrue any leave for that month.

- 26I. Sick leave shall be granted to employees:
- 26I.1 when they are incapacitated for the performance of their duties due to illness to include birth of a child, injury, and injury not incurred in the course of their employment;
 - 26I.2 for medical, dental, and optical examinations or treatments, provided the employee gives the City one (1) week notice of such appointment, except in cases of emergency;
 - 26I.3 when an employee or ward child is sick or when a member of the immediate family is sick and requires the care and/or attendance of the employee during scheduled work hours; immediate family is defined as spouse, son or daughter, parent or spouse's parent, brother or sister, grandchild, and dependent(s) residing in the employee's home to include step- relatives in the same categories. After three consecutive sick days, the Chief of Police and/or Human Resources Director, may require a doctor's statement specifying the requirement of care and/or attendance. The cumulative amount of sick leave that can be utilized by any one employee within the calendar year for their spouse's parent, brother and/or sister is 160 hours for calendar year 2013, 140 hours for calendar year 2014 and 120 hours for calendar year 2015 and thereafter.
 - 26I.4 when, through exposure to a contagious disease, the presence of the employee at their post of duty would jeopardize the health of others, provided, however, that sick leave for these purposes shall require a verification by a medical doctor's certificate.
- 26J. At the discretion of the Chief of Police, employees who cannot perform their regularly assigned duties may be assigned limited duty, which will not, as certified by a medical practitioner, aggravate the illness or disability.
- 26K. After ten (10) years' service and upon termination of employment other than discharge, any unused accumulated sick leave will be paid at ten percent (10%) of the current base hourly rate and one percent (1%) additional for each year of service beyond ten (10) years, up to 1,500 hours maximum accumulated sick leave.
- 26L. All medical related incidents including reasonable travel time and recuperation time shall be chargeable toward sick leave.

27. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL LEAVE

The Chief of Police, with the approval by the City Manager, may grant educational leave to employees requesting leave for continuing education or training for durations of ten (10) working days or more. Approval of such leave, the length of time paid, and the amount of pay received, will depend on the directness of the relationship of the education or training to the duties of the employee and the projected needs of the City. An employee must have worked for the City for a period of two (2) years in order to qualify for educational leave. The employee must agree to return to work for a period of two (2) months for each month of educational leave taken. City shall make every effort to reschedule employees desiring to attend college classes either by allowing time off the shift or by employees trading shifts. Time off shall be made up the same day or at a mutually agreed time. An employee requesting to attend college classes which may interfere the employee's work schedule will be reviewed on a case by case basis by the Dept. Manager, Human Resources Director, and City Manager. A determination will be made to determine if request will be approved or denied based on potential problems associated with being away from work, and need for educational growth in the City of Brookings relative to major being pursued.

28. SPECIAL LEAVE

28A. Leave With Pay - The Chief of Police will grant a leave of absence with pay to regular full-time employees for the following reasons and with these restrictions applied:

28A.1 Funerals – The City will permit regular full-time employees to be absent from work, without loss of pay, based on their regular straight time pay for three (3) basic scheduled work days to arrange for and attend the funeral of the immediate family or a relative. Immediate family for bereavement leave includes the following: Spouse, parents, son, daughter, brother, sister, legal guardian, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. The bereavement benefit will also be granted for step-relatives in these same categories.

Pay shall be granted twelve (12) hours for employees on twelve (12) hour shifts, ten (10) hours for employees on ten (10) hour shifts, and eight (8) hours for employees on eight (8) hour shifts. Additional time may be charged to vacation or sick leave at the discretion of the Chief. In the event of a funeral of a relative outside of the aforementioned, or a close friend, the employee may take a reasonable amount of time off with pay to be charged to vacation or sick leave.

Bereavement leave may be used during the employee's probationary period and used in no less than one-fourth (1/4) hour increments.

28A.3 Jury or Court - If any employee is called for jury duty, they shall continue to be paid at their regular rate. Upon returning to work, they shall reimburse the City for the amount received for jury duty for each day of absence from work. Vacation and sick leave will continue to accrue for the time that is spent on jury duty.

28B. Leave Without Pay – Regular full-time employees may request and may be granted a leave of absence without pay for personal reasons up to a maximum of 6 continuous months (not to include FMLA leave taken), subject to the approval of the Chief of Police, Human Resources Director and City Manager, and providing all vacation and/or sick leave has been exhausted.

28B.1 Leave without pay must be requested in writing stating the circumstances in full as to why such leave is requested. This request must be submitted to the Chief prior to the leave.

28B.2 The request will be considered on the basis of the present workload or anticipated workload, and the circumstances of the request.

28B.3 In a case of a declared disaster or emergency situation, regular full-time employees may request up to 15 work days off without pay per calendar year to assist in other areas if appropriate documentation is presented to substantiate the need for such leave. Such time off would not affect the accrual of benefits for the month.

29. **HOLIDAYS**

29A. It is the policy of the City of Brookings to afford all regular full-time employees ten (11) paid holidays each year. The City recognizes the following holidays:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	
Juneteenth	Christmas Day
Independence Day	Native American Day
Labor Day	Martin Luther King Day

Allows for one paid Floating Holiday each year. The Floating Holiday must be used within the calendar year at management approval. The holiday does not qualify for payment if not used.

29B. "Holiday pay" shall be defined as eight (8) times the straight time hourly rate and cannot be used in increments of less than 8 hours.

29C. Employees who are scheduled to work, and who work, one of the above city

recognized holidays will be compensated for holiday pay (as defined above in 31B) for that specific holiday and overtime pay (time and one-half) for all hours actually worked.

- 29D. Employees will only receive overtime pay (time and one-half) if the holiday falls on the day as their shift starts.
- 29E. Employees who are on a regularly scheduled day off or on a paid leave of absence when one of the above city recognized holidays occur, will be allowed to bank the holiday for use at an alternate agreed upon time within one (1) year of the specific holiday for which it was earned. In the event the employee would normally be scheduled for a ten (10) or twelve (12) hour shift, the employee will be allowed to supplement this day with comp time or vacation leave in order to total ten hours of leave at the time the leave is taken as applicable. This day shall be mutually scheduled with the Chief.
- 29F. Employees on vacation when one of the above city recognized holidays occur, will receive holiday pay for that specific holiday and will not be charged for that day as vacation time.
- 29G. Holidays shall be observed on the actual day they fall except clerical employees shall observe them on the day as all other City employees do unless otherwise approved in advance by the Chief of Police.
- 29H. An employee scheduled to perform work on a designated holiday who does not report and is not excused will forfeit the holiday. Further, to qualify for the above holiday provisions, the employee must work their last full scheduled shift preceding the holiday or their first full scheduled shift following the holiday to be paid the eight (8) hours of recognized holiday pay. This holiday provision does not eliminate overtime pay (time and one-half) for actual hours worked during a holiday. If the employee utilizes sick leave for any of the aforementioned shifts, the supervisor may require a doctor's certification for the date(s) absent.
- 29I. An employee who is on unpaid leave of absence or suspension without pay will not be eligible for holiday pay for a designated holiday observed during the leave of absence or suspension.

30. VACATIONS

- 30A. Vacation leave for all eligible employees for each vacation year is based upon length of service. In order to earn the accrual of vacation, the employee must work or use paid leave for at least 50% of the hours' payable in the payroll month.
- 30B. Employees shall accrue vacation in accordance with the following schedule:

Date of hire through five years -	6.67 hours per month
After five but less than 10 yrs of service -	10.00 hours per month
After ten but less than 20 yrs of service-	13.33 hours per month
After twenty years of service -	16.67 hours per month

Vacation leave shall be earned on the 15th of the month and credited to the employee on the pay day of that month, provided all other necessary provisions of the article have been met. Said vacation leave shall not be available to the employee until the day following payday.

- 30C. Employees have the opportunity to use vacation leave in one-fourth (1/4) hour increments at the discretion of the Chief of Police. Employees may accumulate up to two hundred eighty (280) hours of vacation leave.
- 30D. Employees granted unpaid leave of absence in excess of one-half month will not accrue any leave for that month.
- 30E. Employees will not receive additional vacation time off due to illness or disability occurring while on vacation unless special circumstances in the opinion of the immediate supervisor would warrant a change.
- 30F. Request for vacation leave must be approved by the employee's Chief of Police or designee 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. Requests for vacation leave that will result in the department being below the required minimum staffing must be requested ten (10) days prior to taking such leave.
- 30G. Employees who are laid off or discharged, who resign or retire after giving two 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 rate basis according to the time worked during the current year. Cash payments in place of vacation privileges are not permitted.
- 30H. Vacation leave can be taken during foul and dangerous weather, travel during which is hazardous and not recommended by local authorities. This leave will be granted with the approval of the Chief of Police or designee.
- 30I. Employees requesting vacation leave shall be notified that their request has been granted or denied in a timely manner. If the notice of grant or denial has not been timely, the employee may contact the Police Chief directly for such determination.

31. SCHOOLS AND TRAINING

- 31A. The employer agrees to budget for job related education and training. Local training opportunities may be listed on the patrol room electronic display. The Chief or their designee will determine which employees will attend schools or training. Training opportunities will be based on the needs of the Department. In determining which employees may attend, consideration of specialized classifications, seniority, budget, and the program's relevance to the police department's overall training plan will be considered.
- 31B. It shall be the responsibility of each employee to provide verification of completion of the above training to the City to be placed in their records. Training completed prior to January 1, 1987, shall be limited to that which is presently recorded with the Law Enforcement Training and Standards Commission. Each employee, upon request, shall be entitled to review their personnel file.
- 31C. Employees who attend authorized training outside of the department will be compensated for a maximum of eight (8) hours per day on those days they are attending training, unless otherwise approved in advance by Chief of Police, based upon FLSA guidelines. Employees who would normally be scheduled to work ten (10) or twelve (12) hour shifts on days they are in training will be allowed to supplement the eight (8) hours with two (2) or four (4) hours of vacation or comp time.
- 31D. All mandatory training scheduled outside the individual employee's regular shift will result in the officer being afforded comp time in accordance with this Agreement.
- 31E. Police Officer employees, upon hire, shall be required to sign an agreement, in the event of resignation, for reimbursement for cost of wages, transportation, testing expenses, and benefits to include insurance, FICA, and retirement while completing Field Training and Academy attendance at a reimbursement rate of 75% if resignation is within the first year of employment and 50% if resignation is within the second year of employment. If a new officer is hired and is a certified Law Enforcement Officer in the State of South Dakota, they will not be required to sign an employment agreement.
- 31F. The City agrees to provide for field training certification. The maximum number of certified FTOs will be at the discretion of the Chief of Police. Officers may apply for the position of FTO once they have served for three (3) years with the Brookings Police Department. Officers with two (2) years' experience with the Brookings Police Department and a minimum of one (1) year experience with another law enforcement agency are also eligible to apply. Selection of Field Training Officers will be made based on Knowledge, Skills, Abilities and Seniority of the personnel interested in serving as an FTO. The process may include a review of the employee's training and annual evaluation records and a personal

interview. Final selection will be made by the Chief of Police. Employees certified as a field training officer (FTO) who are engaged in training new recruits as part of the Field Training Program will accrue one-half hour of compensation time (x1) for each 6 hours of training provided; one hour of compensation time (x1) for each 8 hours of training provided; one and on-half hours of compensation time (x1) for each 10 hours of training provided; and two hours of compensation time (x1) for each 12 hours of training to be utilized at a mutually agreed upon time as approved by their supervisor and/or Chief of Police for the training provided.

31G. The City agrees to provide for training/certification communication operator trainers. The maximum number of certified CTOs will be at the discretion of the Chief of Police. Selection of the Communication Operator Trainers (CTO) will be made based on Knowledge, Skills, Abilities and Seniority of the personnel interested in serving as a CTO. The process may include a review of the employee's training and annual evaluation records and a personal interview. Final selection will be made by the Communication Commander and Chief of Police. Employees certified as a communication Training Operator (CTO) who are engaged in training new recruits as part of the Communication Operator Training Program will accrue one-half hour of compensation time (x1) for each 6 hours of training provided ; one hour of compensation time (x1) for each 8 hours of training provided; one and one-half hours of compensation time (x1) for each 10 hours of training provided; and two hours of compensation time (x1) for each 12 hours of training to be utilized at a mutually agreed upon time as approved by their supervisor and/or Chief of Police for the training provided. All communication operator training hours will be documented on a form authorized by the Communication Commander and Chief of Police.

31H. All mandatory training/departmental meeting notices shall be posted a minimum of seven (7) calendar days in advance.

32. TRAVEL AND EXPENSE

32A. The Chief of Police must approve all same day travel in the State of South Dakota. The Chief of Police and City Manager must approve all overnight travel and travel outside the State of South Dakota. Employees shall be reimbursed for all reasonable expenses incurred in the line of duty as provided by City travel policy for authorized travel. The most direct route shall be traveled, and mileage will be paid in accordance with current City schedules.

32B. The City shall reimburse travel time according to FLSA guidelines for all authorized training. Pre-authorization by the Chief of Police is required at least seven (7) days prior to the training.

33. UNIFORMS AND EQUIPMENT

- 33A. The Employer will provide and issue all normally armed employees with a handgun, badges, handcuffs, protective head gear, and stocking hats.
- 33B. The Employer shall provide all ammunition annually which is needed and necessary for the performance of the duties. Ammunition for the on-duty use shall be of high quality. Practice ammunition shall be provided by the Employer during annual qualifications.
- 33C. Employees shall be issued at least three (3) sets of uniforms which shall be replaced as needed. Car coats and jackets will be issued for sworn employees only, not to exceed two (2). After two (2) years' service, employees shall turn in their uniform items before being issued new items. Officers will be issued a ballistic vest and will be required to wear it at all times they are on patrol duty and investigators when executing search warrants.
- 33D. Investigators shall be granted a three hundred fifty dollars (\$350.00) uniform allowance each January 1. Police uniforms provided shall be deducted from said amount.
- 33E. The Employer agrees to reimburse employees the actual cost less ten percent (10%) of employee's personal items damaged in the line of duty not as a result of the employee's negligence or misconduct including only the following:

Eyeglasses, watches, weapons, and tape recorders
Civilian clothing (if required)
(Maximum \$250.00 per item)

This section does not apply to items of personal property covered by or reimbursed pursuant to South Dakota compensation laws. If an employee is reimbursed for the damage from any other source, he shall reimburse the City for any payments made hereunder. The City agrees to replace any item damaged due to work related incidents within two (2) weeks. Upon receipt of purchase, the City will reimburse up to \$100.00 (One hundred dollars) for leather to all permanent, sworn officers who did not receive the entitlement when it was originally provided.

- 33F. A boot allowance for reimbursement of \$100.00 every year be provided to Police Officers for the purchase of work boots. The \$100.00 allowance will be disbursed once every calendar year through the payroll system in the month of April. As the police officers purchase the boots needed for their jobs, it will be their responsibility to provide a copy of the actual receipt to the Chief of Police. The receipt will be used to track the amount of money used each year by police officers for the boot allowance.

34. FIREARMS

The City shall provide weapons for all officers.

- 34A. The required on-duty weapon package as designated by the Chief will consist of a semi-automatic pistol with two (2) extra magazines, double magazine holder and holster.
- 34C. During the probationary period, the City will issue new officers their duty weapon and required leather accessories. The serial number, make and model will be registered with the Chief.
- 34D. Standards for non-uniform officers' weapons shall be set by the Chief of Police.
- 34E. The officer will maintain the on-duty firearm at a satisfactory level to insure proper functioning of the firearm.
- 34F. The firearm will be inspected for up-keep, maintenance and proper functioning one (1) time a year by a certified armor. If an y malfunction or discrepancy is found in a firearm, the City shall repair the firearm or replace if deemed necessary.

35. FIREARM QUALIFICATION

35A. There are three distinct types of firearm exercises, each of which shall be scheduled at the discretion of the Chief of Police. These are:

- 35A.1 Firearm Training: These exercises shall be supervised by a qualified instructor, and officers are therein instructed on proper firearm use. Necessary ammunition and targets shall be provided by the City at the time of the scheduled training exercises.
- 35A.2 Firearm Practice: Each officer shall be provided with targets and two hundred (200) rounds of ammunition and targets to be utilized during practice exercises. Officers will have one practice shooting exercise conducted at the Brookings Firearms Range or other area firearms range approximately three (3) months prior to official firearms qualification. It is understood that weather and range accessibility can impact the scheduling of such practice events. If additional training is necessary, as determined by the firearms instructor and Chief of Police, that officer will be allotted additional rounds above the two hundred (200) practice rounds A minimum of one (1) additional practice shooting exercise shall be conducted at the Brookings Firearms range or other area firearms range prior to the official qualification. The practice exercise(s) shall be scheduled in such a manner as to allow all officers

the opportunity to attend. Shooting exercises shall be supervised by department firearms instructors to provide education and assistance in preparation of official firearms qualification.

- 35A.3 Official Qualification: Needed ammunition and targets shall be provided by the City.

If an officer fails to meet the “State of South Dakota Handgun Qualification” course once per year with a minimum passing score of 76% with their firearm during the scheduled time and place for qualification exercise, they will:

- 1) Surrender their firearm to the Chief of Police;
- 2) Be relieved of all normal duties as a police officer on their shift or division and be assigned to in-house or office duty until they have qualified with the Department issue firearm. It will be up to the officer who is not qualified to make arrangements with a range officer to become qualified.

If, after one week from the original qualification exercise, the officer still has not qualified, the officer will be placed on leave without pay until the officer is qualified. An officer who fails to qualify within a reasonable time period, as determined by Chief of Police and City Manager, shall be subject to further disciplinary action up to and including discharge.

36. WAGES

- 36A. 2022: Employees will be eligible for a 1 – 4 % merit increase based on annual performance review. Employees at the max of their wage range will not be eligible for a merit increase but will receive a one-time 1 – 4 % bonus payout based on their annual performance review. Employees will be eligible for up to a \$2000.00 one-time compensation supplement that would be paid on the November 2022 paycheck.

2023: Employees will be eligible for up to a 5 % merit increase based on annual performance review. Employees at the max of their wage range will not be eligible for a merit increase but will receive a one-time up to 5% bonus payout based on their annual performance review. Employees will also be eligible for up to a \$1400.00 compensation supplement in 2023 depending on 2023’s sales tax performance. Calculation for the compensation supplement will be as follows:

Any increase in sales tax greater than 2% budgeted will be

split in half between the City and Employees, up to 7%. Each 1% increase in sales tax greater than 2% will equate to a \$280 to the employees.

2024: Adopt the 2024 updated salary grades. Implement employees into their 2024 salary grade by giving a two percent (2%) increase per grade adjusted + the dollar value difference between the employees' current wage and their 2024 salary grade minimum.

36B. The City will complete a salary survey every three (3) years.

36C. Union contract will be for three (3) years and will be opened annually for wages only thereafter, with negotiations commencing before the budget process each year.

37. CHECK OFF

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 between the City and the Union.

38. UNION BUSINESS AND REPRESENTATIVES

38A. The Employer agrees to grant the necessary time off, without discrimination and without pay, to Union officers and stewards to attend a labor convention, not to exceed a total of five (5) employees, 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.

38B. Upon receiving forty-eight (48) hours' notice, the City shall excuse all employees in the bargaining unit, except one scheduled full-time dispatcher, 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 four (4) 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, including FOP meetings. Off duty employees attending such meetings shall do so on their own time.

39. BUSINESS AGENTS

Authorized agents of the Union, after having notified the Chief of Police, 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.

40. LONGEVITY

40A. Regular employees shall be eligible for longevity pay based upon length of service with the City of Brookings. Length of service shall be the full number of years of service as of the anniversary date of the employee's employment. Years of service must be continuous years of service.

40B. Longevity pay shall be paid monthly with regular pay. All deductions required by the law shall be made. In order to earn the payment of longevity in a given month, the employee must work or use paid leave for at least 50% of the hours' payable in the payroll month. Employees will be granted their new monthly longevity rate within the month that the anniversary of their hire date falls.

40C. The amount of longevity pay shall be paid at the rate of \$5.50 per month per year after completing five (5) years of continuous full-time employment.

41. DURATION

This Agreement shall be in full force and effect from January 1, 2022, to and including December 31, 2024, and shall supersede any prior Agreements between the parties, and shall continue from year-to-year thereafter, unless written notice of desire to cancel or terminate or modify the Agreement is served by either party upon the other by July 1, 2024. Only wages will be opened annually, with negotiations commencing before the budget process each year, unless other sections are mutually agreed upon to open.

42. REOPENER

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

CITY OF BROOKINGS

TEAMSTERS LOCAL UNION NO. 120

City Manager

Principle Officer/President

Date

Business Agent (James Heeren)

Date

APPENDIX A

OFFICIAL SALARY SCHEDULE AND COVERED POSITIONS

POLICE CONTRACT FOR 2022

Explanation of Schedule

There is an open salary range for every position classified as a salary grade that defines the minimum and maximum salary for the position. Non-exempt employees' hourly rate will be calculated by taking their annual salary divided by the number of worked hours in a year (2080). New employees will normally be hired at the minimum of the salary grade in the appropriate classification unless experience and qualifications justify beginning above the minimum. All new employees shall be granted a probationary appointment for a period of twelve (12) months. This probationary period is a working test during which the new employee must satisfactorily demonstrate their ability to perform their duties. If employee does not satisfactorily demonstrate their ability to perform their duties by the end of the probationary period, the employee may be terminated or the probationary period extended up to an additional twelve (12) months with a determination of pay increase held until the expiration of that extension. In accordance to this agreement and upon completion of the probationary period, the probationary employee may be reclassified to regular full-time.

Covered Positions

Title	Grade
Patrol/Police Officer	29
Community Service Officer	24
Communications Operator (Dispatcher)	24
Evidence Technician	22