

CITY OF BROOKINGS
POLICE LABOR CONTRACT
2019~~2016-2018~~

INDEX

| Article | Title | Page |
|---|--|----------------------------|
| Article 27 ⁸ | Alcohol, Drug Abuse & Addiction | 16 |
| | Appendix A | 34 |
| Article 4 ⁵ | Bonds | 2 |
| Article 24 ⁵ | Break Time | 12 |
| Article 7 ⁸ | Bulletin Boards | 3 |
| Article 4 ⁵ 7 | Business Agents | 31 ⁰ |
| Article 21 ² | Call-In / Duty Assignments Outside of Regularly Scheduled Hours | 12 |
| Article 4 ³ 5 | Check Off | 30 |
| Article 11 ² | Citizen's Complaint | 6 |
| Article 15 ⁶ | Committee for Union-Management Cooperation | 7 |
| Article 22 ³ | Compensation Time | 12 |
| Article 14 ⁵ | Court Pay | 7 |
| Article 10 ¹ | Discharge or Suspensions | 5 |
| Article 48 ⁵⁰ | Duration | 33 |
| Article 30 ² | Professional Development and Educational Leave | 19 |
| Article 38 ⁴⁰ | Firearms | 27 |
| Article 39 ⁴¹ | Firearm Qualification | 28 ⁷ |
| Article 9 ¹⁰ | Grievance Procedure | 4 |
| Article 16 ⁷ B | Hiring Procedure | 9 |
| Article 35 | Holidays | 22 |
| Article 33 | Injury Leave | 20 |
| Article 19 | Insurance | 10 |
| Article 6 | Liability Coverage | 2 |
| Article 48 | Longevity | 31 |
| Article 3 | Management Rights | 1 |
| Article 31 | Medical Leave of Absence | 19 |
| Article 9 | Military Leave | 3 |
| Article 27 | Miscellaneous | 15 |

Article 4 Non Discrimination 2

Article 20 Pay Periods 11

Article 18 Pensions 10

Article 43 Political Activity 29

Article 32 Professional Development and Educational Leave 19

Article 26 Promotions 13

Article 1 Recognition 1

Article 51 Reopener 33

Article 13 Reprimand 7

Article 49 Safety Policy 31

Article 37 Schools & Training 24

Article 17A Seniority 8

Article 2 Separability and Savings Clause 1

Article 29 Sexual Harassment 16

Article 24 Shift Differential 12

Article 30 Sick Leave 17

Article 34 Special Leave 20

Article 7 Stewards 3

Article 38 Travel and Expense 26

Article 39 Uniforms and Equipment 26

Article 46 Union Business and Representatives 30

Article 36 Vacations 23

Article 42 Vehicles 28

Article 44 Wages 30

Article 14 Work Rules 7

Article 21 Work Week 11

CITY OF BROOKINGS - POLICE LABOR CONTRACT

THIS AGREEMENT made and entered into this 1st day of January, 201~~9~~⁶, 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, including Patrol Officers, Sergeants, Investigators, Communication Operators, Police Clerk, Animal Control Officer, excluding the Chief, Assistant Chief, Lieutenants, Communications Commander, part-time personnel and all other City employees.

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. NON DISCRIMINATION

~~The Employer and the Union agree not to limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities, or discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, creed, sex, age, disability, or national origin, sexual orientation, political affiliation, marital or veteran status, or any other basis prohibited by state or federal law.~~

~~Any employee who feels they have been discriminated against should bring this concern to his/her supervisor, or high authority, according to the grievance procedure specified in Section 10 of this contract.~~

45. BONDS

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

56. 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.

67. STEWARDS

67A. The City recognizes the right of the Union to designate stewards. The job stewards so designated shall perform the following duties:

67A.1 Investigation and presentation of grievances to Employer or the Employer representative in accordance with the provisions of this Agreement;

67A.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.

78. BULLETIN BOARDS

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

89. MILITARY LEAVE

89A. 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.

89B. Medical benefits will be extended for thirty (30) days for all Military personnel called to active duty.

89C. 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.

89D. ~~Employees having attained seniority with the City, who are compelled by Federal~~

~~and/or State Law to serve in the military forces during a period of war or emergency shall:~~

~~9D.1 Continue to accumulate seniority with the City during his/her absence.~~

~~9D.2 Give the City written notice within ninety (90) days after he/she is eligible for discharge from the service of his/her desire to return to work. The date he/she desires to return to work shall be contained in such written notice and shall not be later than ninety (90) days after he/she is eligible for discharge.~~

~~9D.3 After provisions in the above section 9D.2 have been carried out, the employee shall return to work provided he/she is physically qualified to do so and the regular rules of seniority shall prevail.~~

Formatted: Normal, Indent: Left: 0.5", Hanging: 0.5"

Formatted: Indent: Left: 0.5"

Formatted: Normal, Indent: Left: 0.5", Hanging: 0.5"

Formatted: Indent: Left: 0.5"

910. GRIEVANCE PROCEDURE

~~910A.~~ Grievances are herein defined to be disputes involving the interpretation of this Agreement, ~~or City policies or ordinances or changes in working conditions affecting the employees covered by this Agreement.~~

~~910B.~~ Employees are encouraged to attempt to resolve grievances with his or her supervisor.

~~910C.~~ Failure to resolve the grievance with the supervisor, the grievance shall be reduced to writing and submitted to the City Manager and the Local Union within ten (10) calendar days following the day on which the grievance occurred or within ten (10) 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 his or her designee shall meet with the grievant and the Local Union. At this meeting, all available evidence shall be afforded to both sides.

~~910D.~~ 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 City Manager.

~~910E.~~ Time limits may be extended by mutual agreement.

~~910F.~~ The Union has the authority to abandon a grievance. Abandonment of a

grievance shall not set a precedence.

1011. DISCHARGE OR SUSPENSION

101A. 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:

101A.1 Dishonesty;

101A.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;

101A.3 Personal possession or use of illegal drugs;

101A.4 Recklessness resulting in a serious accident while on duty;

101A.5 Failure to report an accident or criminal incident while on duty;

101A.6 Conduct which is unbecoming of an officer.

101B. 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 Department Head, 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.

101C. 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.

101D. Discharge must be by proper written notice to the employee and the Local Union. Any employee may request an investigation of this discharge.

112. 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 Office of the Chief of Police for determination of category and merit. The officer will be notified at a time appropriate based upon the circumstances of the investigation.

112.1 – 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.

112.2 – 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.

112.3 – 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. |

112.4 – 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.

112.5 – 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.

123. REPRIMAND

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 representative present.

134. 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.

145. COURT PAY

In the event an employee is required to make an off-duty court appearance, he/she shall be paid a minimum of two (2) hours at time and one-half (1 1/2) his/her 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.

156. COMMITTEE FOR UNION - MANAGEMENT CO-OPERATION

156A. 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 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:

156B. 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.

156C. 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.

156D. 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.

167. PERSONNEL POLICIES

167A. SENIORITY

167A.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.

167A.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.

167A.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 his/her probationary period, his/her seniority date shall revert back to his/her original date of hire.

167A.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;

167A.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.

167A.6 Seniority and employment relationship shall terminate when an employee:

- a) Quits;
- b) Is discharged for just cause;
- c) Is retired.

167A.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.

167A.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.

167A.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.

167B. HIRING PROCEDURES

The following shall set forth the general procedures for hiring police officers in the City of Brookings:

167B.1 In the event of an opening within the bargaining unit by virtue of the City Manager granting approval to fill a vacancy in the Brookings Police Department, or to add additional police officers, a Notice of Job Opening shall be posted at City Hall and within the Police Department ~~for five (5) working days prior to further publication of the opening.~~

~~17B.1.a All Bargaining Unit employees may apply for a vacant position through the internal posting process prior to the position being posted externally.~~

~~17B.1.b In the event the Department Head desires additional~~

~~applicants, the City may advertise and test external applicants.~~

178. 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.

189. INSURANCE

189A. 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.

189B. If husband and wife are both employed by the City of Brookings, the City shall provide only one or the other with health insurance coverage. The one not covered may be named as dependent.

189C. 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.

189D. 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.

189E. ~~New employees desiring health, vision and life insurance coverage must enroll within thirty (30) days of the first day on which they are eligible for coverage to~~

~~avoid incurring an additional waiting period prior to the application of coverage. The waiting period to enroll in dental insurance is 90 days from the date of hire. New employees not enrolling within thirty days after the employee is first eligible for coverage, or current employees not currently on the Health Insurance Plan (and in the absence of a qualifying event) will be considered late applicants. Late Applicants are required to make a written request for late enrollment and will be subject to an 18 month waiting period. At the end of the 18 month waiting period, the late applicants will be eligible to join the plan with no pre-existing condition limitations. Employees who terminate their employment will terminate the group plan upon date of termination, and may transfer to an individual contract or may continue group coverage through COBRA. However, the total premium will be paid by the terminated employee. Arrangements must be made prior to employee's last day of employment.~~

1920. 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.

204. WORK WEEK

~~204~~A. Employees shall be paid for all time spent in the employ of the Employer.

~~204~~B. 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.

~~204~~C. Full-time clerical employees shall be scheduled Monday through Friday and Saturdays and Sundays off except for temporary, unusual or emergency situations.

~~204~~D. Employees required to work when their shift commences on Easter Sunday shall be compensated with five (5) additional hours of straight time pay.

~~204~~E. Pyramiding of overtime will not be allowed.

~~204~~F. The City agrees during the term of this contract to continue its policy regarding the replacement of employees at shift change.

201G. Part-time employees shall be scheduled as needed.

212. 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 senior individual 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.

223. 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 Department Head 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. Use of comp time must be approved by the Department Head and may not result in overtime needing to be paid to cover a shift, or cause a shift to fall below minimum staff levels.

234. SHIFT DIFFERENTIAL

234A. Full-time employees working between 6:00 P.M. and 7:00 A.M. shall be paid an additional ~~eighty six~~ cents (\$.860) per hour for time worked between those hours.

234B. Full-time employees working from 6:00 P.M. Friday until 7:00 A.M. Monday and all hours worked during a city recognized holiday shall receive ~~eighty six~~ cents (\$.860) per hour additional.

245. BREAK TIME

- 245A. 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.
- 245B. 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.
- 245C. 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.
- 245D. 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.
- 245E. — 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.

256. PROMOTIONS

- 256A. Promotion to positions within the sworn personnel in the bargaining unit shall be filled from lists of employees and personnel obtained through open and competitive written examinations, oral interview, seniority and education. Such examinations shall be on the basis of openings contemplated and shall be conducted by the City of Brookings after advertisement of the fact of giving such examinations and the terms in respect to grading and other relevant matters. ~~The list shall be maintained for one (1) year from the date of the examination, at which time the list shall expire and new vacancies shall be filled by a new examination.~~
- 256B. In the event of retirements, resignations, and other terminations of employment wherein the position involved is not eliminated, and cash payment is made for accumulated benefits, the City reserves the right to delay filling the position until such time as the savings from such a delay equals the total amount of cash payment.

- 256C. Service requirements for the position of Sergeant require a minimum of three (3) years experience as a law enforcement officer including two (2) years with the Police Department of Brookings, South Dakota.
- 256D. In the event there are no qualified employees with the required service time, consideration shall be given to those employees who are qualified, but have not achieved the service requirement.
- 256E: A written test shall be administered and shall count up to twenty (20) points. Candidates receiving fourteen (14) points or more, a minimum equivalent of 70% of correct answers, on the written test shall be selected for an oral interview with an interview panel established by the Chief of Police. The oral interview shall count up to forty-five (45) points. Oral Interview points shall be determined by calculating the composite score from a Police Department interview questionnaire and the score of the Human Resource Critical Competencies battery.
- 256F. The most recent annual evaluation shall count up to ten (10) points.
- 256G: Training shall count (1) point for each 20 hours of certified training up to fifteen (15) points, excluding the twelve (12) week certification school and other training required by the State of South Dakota. Certified training is that training reported on the South Dakota Law Enforcement Training Personnel Profile Report. Training hours received after the promotion application deadline shall not be considered in calculating training points.
- Education shall count (2) points for an Associate Degree, three (3) points for a Bachelor Degree, and four (4) points for an Advanced Degree. One (1) point shall be counted for sixty (60) or more college credit hours earned from an accredited institution, but no degree received. Transcripts shall be required to verify credit hours earned.
- 256H. Seniority shall count one (1) point per year to the maximum of ten (10) points.
- 256I: A composite score shall be calculated from the oral interview, evaluations, education and training, seniority and test scores. Candidates with a composite score equal to or greater than 75% of the maximum composite score shall be eligible for selection to an interview by the City Manager and the Chief of Police.

The maximum composite score shall be 104 points. Candidates receiving 78 points or more shall be considered an eligible candidate.

Written Test: 20
Oral Interview: 45
Training: 15
Education: 4

Formatted: Indent: Left: 1"

Evaluation: 10

Seniority: 10

Upon completion of the final interview, the Chief of Police, in consultation with the City Manager, shall have full discretion in selecting an eligible candidate for promotion. Final approval of the selection must be made by the City Manager with the decision based on seniority, skills, ability, job performance, and qualifications. If skills, ability, job performance, and qualifications are relatively equal, then seniority shall be the determining factor.

256J. All job descriptions to include any changes will be posted.

256K. Upon written request, officers shall be given their written test score results.

256L. Permanent promotions/transfers from a position or Department to a new regular full-time position in the same or different Department shall require the transferred or promoted employee to serve a new probationary period not to exceed 90 days.

267. MISCELLANEOUS

267A. Employees may maintain residence outside the city limits.

267B. Employees may request time off without pay.

267C. 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 (1) hour of compensation time (x1) for a full eight (8) hour shift; one and one-fourth (1 ¼) hours (x1) for a full ten (10) hour shift; and one and one-half (1 ½) hours (x1) for a full 12 hour shift to be utilized at a mutually agreed upon time as approved by his/her 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.

267D. An accessible locker will be provided for the personal effects of dispatchers.

267E. A secure cabinet will be provided in the ladies restroom.

267F. The Police Building and all department vehicles will be non-tobacco with a designated smoking area being provided outside the southwest door of the department.

267G. The City will reimburse regular, full-time employees 50% of the monthly membership fee, up to a maximum of \$25.00, at a locally accredited wellness/fitness center. To be eligible for reimbursement, the employee must present proof of attendance of an average of two (2) times per week or eight (8)

times per month during that month which is to be reimbursed. The City will not participate in any way in initiation fees.

267H. ~~SRTSWAT~~ team members will be paid an additional \$1.00 per hour of Hazard Pay when called out. ~~SRTSWAT~~ training hours are not included.

278. ALCOHOL, DRUG ABUSE AND ADDICTION EMPLOYEE ASSISTANCE PROGRAM

278A. The City recognizes alcohol/drug abuse and addiction and other medical behavior problems as treatable illnesses.

~~28B. Employees having these illnesses will be given the same consideration and offered assistance presently extended to employees having any other illness. Employees who suspect they have an alcohol or drug problem are encouraged to seek confidential counseling and/or referral information by contacting their Department Head or the City Human Resources Director.~~

278BC. 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. ~~Employees who refuse evaluation or diagnosis (treatment if indicated) and who do not respond to treatment will be handled in accordance with City policy for unacceptable job performance or appropriate discipline.~~

29. SEXUAL HARASSMENT

~~29A. Sexual harassment is a grievable offense when it meets the following criteria: unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:~~

~~29A.1 submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;~~

~~29A.2 submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or~~

~~29A.3 such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile, or offensive working environment.~~

~~29B. If an employee feels that he/she is being sexually harassed, he/she should make his/her feelings known to the offender. If the problem is not resolved, report the harassing behavior to a supervisor. If that is not practical, employees are encouraged to report the situation to his/her Department Head, Human Resources Director or City Manager.~~

~~29C. If employees have questions about sexual harassment, they are encouraged to contact the Human Resources Director or the Employee Assistance Program (EAP).~~

2830. SICK LEAVE

~~2830A.~~ 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.

~~2830B.~~ 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.

~~2830C.~~ Request for sick leave must be approved by the Department Head 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 his/her supervisor of his/her recovery.

~~2830D.~~ Leave request may not exceed the amount of leave accumulated.

~~2830E.~~ 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.

~~2830F.~~ 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.

~~2830G.~~ Employees shall be charged for sick leave only for absence on days when they would otherwise work.

~~2830H.~~ Employees on unpaid leave of absence in excess of one-half month will not accrue any leave for that month.

~~2830I.~~ Sick leave shall be granted to employees:

Formatted: Font: 12 pt

2830I.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;

2830I.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;

2830I.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, and dependent(s) residing in the employee's home to include step-relatives in the same categories. After three consecutive sick days, the employee's department head 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.

2830I.4 when, through exposure to a contagious disease, the presence of the employee at his/her 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.

2830I.5 for up to twenty (20) working days of paid sick leave for the adoption of a child and up to three working days of paid sick leave for the father employee of newborn child(ren) to assist with care and delivery. If employee is eligible for the provisions of the Family Leave Act, he/she can request additional time off without pay up to a maximum of 12 total weeks. Vacation accrual must be used to cover additional leave period, however.

2830J. 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.

2830K. 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.

2830L. All medical related incidents including reasonable travel time and recuperation time shall be chargeable toward sick leave.

2931. MEDICAL LEAVE OF ABSENCE

~~31A. City of Brookings employees must complete medical leave of absence paperwork for all medical related time away from work which exceeds or is expected to exceed 7 (seven) calendar days. Employees with sick leave accrual in his/her balance may use sick leave for absences with a doctor's certification of the inability to work.~~

~~31B. Employees anticipating the need for a medical leave of absence will be allowed to work until a doctor's statement is received indicating that the employee has restrictions for which the employer is unable to accommodate. If the City is unable to accommodate restrictions and/or the employee is unable to perform the essential functions of his/her position, the employee may be involuntarily placed on sick leave as a reasonable accommodation.~~

~~2931AC.~~ The City of Brookings and the Union agree to comply with guidelines set forth in the Family Medical Leave Act (FMLA) of 1993 as well as any subsequent amendments and/or modifications to the law.

~~31D. The employee shall be allowed to take a medical leave of absence with pay until his/her sick leave is exhausted as long as the employee has a physician's certification stipulating the inability to perform job duties. Employees who have not accumulated a sufficient amount of sick leave to use during the medical leave of absence will have to utilize vacation leave. Upon exhaustion of vacation leave, a leave of absence without pay may be requested.~~

~~2931BE.~~ A leave of absence for the birth of a child shall be treated as any other illness or temporary disability.

302. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL LEAVE

The Department Head, 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.

313. INJURY LEAVE

Injury leave applies only to injuries sustained through an accident while on the job. An employee injured through an accident while on the job must promptly notify his/her Department Head or supervisor. All medical and hospital expense shall be paid for in accordance with Workers' Compensation and City policy. The City policy on injury leave shall be to compensate the employee up to a maximum of nine hundred sixty (960) work hours at the rate of pay he/she was making at the time of the accident, less the amount he/she receives from Workers' Compensation. After the nine hundred sixty (960) hour period, the employee may elect to use accumulated sick leave and/or vacation credits to continue receiving his/her full pay. Should the employee not elect such action or should he/she exhaust all accumulated credits, he/she may apply for disability under the provisions of the Workers' Compensation Act or the Retirement Fund. Once the employee is no longer receiving full compensation from the City, he/she will be eligible to receive compensation payable under the Workers' Compensation Act in addition to eligible retirement benefits. All vacation, sick leave, and holiday leave earned while on injury leave shall accrue at the employee's regular rate. In the event the employee incurs an on the job injury which does not qualify for Worker's Compensation and/or results in lost time of less than seven consecutive days, the employee will be required, at the employee's option, to utilize sick, vacation, compensation time or leave without pay for those days which they are absent from work. Employees may use injury leave in no less than one-fourth (1/4) hour increments for doctor appointments, etc. once seven day loss time requirement has been met.

324. SPECIAL LEAVE

324A. 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:

324A.1 Funerals – The City will permit regular full-time employees to be absent from work, without loss of pay, based on his/her 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.

324A.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.

324A.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 of absence from work. Vacation and sick leave will continue to accrue for the time that is spent on jury duty.

324B. 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.

324B.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.

324B.2 The request will be considered on the basis of the present workload or anticipated workload, and the circumstances of the request.

~~34B.3 A leave of absence without pay will not be granted to seek other employment. Leave of absence without pay is a benefit offered to employees who have exhausted their vacation leave. Employee on a leave of absence for less than sixty (60) calendar days will continue to accrue seniority and their job will be held for them if agreed upon by the dept. head and City Manager at the time the leave of absence without pay is approved. Employees on a leave of absence in excess of fifteen (15) calendar days in any one month will not accrue any leave for that month and must pay for the entire cost of insurance if they wish to continue coverage. No other benefits will be provided by the City during a leave of absence without pay. An employee's anniversary date will not~~

~~be affected unless the leave of absence is in excess of sixty (60) calendar days; then the anniversary date will be changed according to the number of days the employee is absent from work without pay.~~

~~324B.43~~ 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.

~~34B.5—Any other leave of absence that is not covered in this contract shall be determined on an individual basis by the Chief.~~

335. HOLIDAYS

~~335A.~~ It is the policy of the City of Brookings to afford all regular full-time employees ten (10) paid holidays each year. The City recognizes the following holidays:

| | |
|------------------|------------------------|
| New Year’s Day | Veteran’s Day |
| President’s Day | Thanksgiving Day |
| Memorial Day | 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.

~~335B.~~ “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.

~~335C.~~ 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 35B) for that specific holiday and overtime pay (time and one-half) for all hours actually worked.

~~335D.~~ Employees will only receive overtime pay (time and one-half) if the holiday falls on the day as their shift starts.

~~335E.~~ 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.

335F. 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.

335G. 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.

335H. 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.

335I. 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.

346. VACATIONS

346A. 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.

346B. 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.

346C. Employees have the opportunity to use vacation leave in one-fourth (1/4) hour increments at the discretion of the Department Head. Employees may accumulate up to two hundred eighty (280) hours of vacation leave.

- 346D. Employees granted unpaid leave of absence in excess of one-half month will not accrue any leave for that month.
- 346E. 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.
- 346F. 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. 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.
- 346G. 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.
- 346H. 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 department head.
- 346I. 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.

357. SCHOOLS AND TRAINING

- 357A. The employer agrees to budget for job related education and training~~continue to encourage employees to obtain job related education and training. Schools and training shall be posted on the Police Department bulletin board and employees interested shall sign the posting. Local training opportunities shall 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. The Department shall allow as many employees as possible to attend schools and training.~~ In determining which employees may attend, ~~the Department shall take into~~ consideration of specialized classifications, seniority, budget, and the program's relevance to the police department's overall training plan will be considered.
- 37B. ~~The Police Chief will schedule or reschedule interdepartmental training on an employee's normally scheduled shift to avoid the necessity of officers working in excess of their normally scheduled shift hours during the twenty-four (24) hour~~

~~period whenever possible.~~

~~357BC.~~ 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 personal file.

~~357CD.~~ 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.

~~357DE.~~ 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.

~~357EF.~~ 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.

~~357FG.~~ The City agrees to provide for field training certification for up to four (4) officers. 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 hour of compensation time (x1) for each 8 hours of training provided.

~~357GH.~~ —The City agrees to provide for training/certification for up to two (2) communication operator trainers. 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 operator/trainer who are engaged in training new recruits as part of the Communication Operator Training Program will accrue one hour of compensation time (x1) for each 8 hours of training provided. All communication operator training hours will be documented on a form authorized by the Communication Commander and Department Head.

368. TRAVEL AND EXPENSE

- 368A. 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 overnite 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.
- 368B. 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.

379. UNIFORMS AND EQUIPMENT

- 379A. The Employer will provide and issue all normally armed employees with a handgun, badges, handcuffs, protective head gear, and stocking hats.
- 379B. 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.
- 379C. 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 bullet proof vest and will be required to wear it at all times they are on patrol duty and investigators when executing search warrants.
- 379D. Investigators shall be granted a three hundred fifty dollar (\$350.00) uniform allowance each January 1. Police uniforms provided shall be deducted from said amount.
- 379E. 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.

379F. 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.

3840. FIREARMS

The City shall provide weapons for all officers.

3840A. The required on-duty weapon package as designated by the Chief will consist of a .40 caliber semi-automatic pistol with two (2) extra clips, double clip holder and holster.

3840B. Those officers who choose not to purchase the .40 caliber weapon will be issued the complete .40 caliber weapon package by the City for on duty use. The City issued weapon package shall be returned to the Chief of Police or his designee upon separation of employment.

3840C. 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.

3840D. Standards for non-uniform officers weapons shall be set by the Chief of Police.

3840E. The officer will maintain the on-duty firearm at a satisfactory level to insure proper functioning of the firearm.

3840F. The firearm will be inspected for up-keep, maintenance and proper functioning four (4) times a year by a designated firearms instructor within the Department. If any malfunction or discrepancy is found in a firearm that the officer has purchased, the cost to replace or repair will be at the officer's expense.

3941. FIREARM QUALIFICATION

3941A. There are three distinct types of firearm exercises, each of which shall be scheduled at the discretion of the Chief of Police. These are:

3941A.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.

3941A.2—**Firearm Practice**: Each officer shall be given 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 no less than three (3) months prior to official firearms qualification with additional rounds of ammunition allotted to that officer, above the already two hundred (200) rounds allotted, if additional training is determined necessary by the firearms instructor and Chief of Police. This pertains to duty guns only. A minimum of one (1) additional practice shooting exercise shall be conducted at the Brookings Firearms range no less than two (2) weeks prior to official firearms 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 to officers in preparation of official firearms qualification.

3941A.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 his/her firearm during the scheduled time and place for qualification exercise, he/she will:

- 1) Surrender his/her firearm to the Chief of Police;
- 2) Be relieved of all normal duties as a police officer on his/her shift or division and be assigned to in-house or office duty until he/she has qualified with the Department issued 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.

402. VEHICLES

~~42A. All new patrol cars shall be equipped with adequate defrosters, heaters, commercial radios, air conditioning, quality tires, first aid equipment, fire extinguishers, and be properly serviced at regular intervals. Except under emergency conditions, no employee shall be required to operate a vehicle that does not comply with all State and City safety statutes, ordinances or regulations.~~

~~42B. Cages shall be added to cars and shotguns shall be secured in locks in the front of the patrol car.~~

~~402A~~C. Upon obtaining new police vehicles, the City shall make every effort to make the style and location of switches, lights, weapon holders, etc., uniform to that of existing police vehicles. This topic is an appropriate subject for the Union Management Committee.

41.

~~42.~~ POLITICAL ACTIVITY

Employees of the City of Brookings are encouraged to exercise their right to vote. However, other political activity shall be restricted, as outlined in this article. In all cases, activities must be in compliance with the Conflict of Interest Policy as adopted by the City Council. Failure to comply with the provisions of this article may result in disciplinary action.

Any employee of this Bargaining Unit may seek any political office while employed by the City provided:

- ~~413~~A. that said employee may not seek any political office or actively campaign for any political office until after having submitted, in writing to the City Manager, their intention to seek a political office;
- ~~413~~B. that said employee never campaign in any manner whatsoever, during hours of employment;
- ~~413~~C. that it is mandatory that said employee take a leave of absence for no less than fourteen (14) days nor more than thirty (30) days prior to any election for a position that would require the termination of said employee's employment if he/she is successful in the election. Of that leave time, the employee may take two (2) weeks of vacation leave. Any amount in excess of two weeks must be taken as leave without pay; and
- ~~413~~D. an employee of the City of Brookings may not campaign on behalf of any candidate for Mayor or City Council. However, this does not preclude an employee from running for these offices as long as that employee

Formatted: Indent: Left: 0", First line: 0"

Formatted: No bullets or numbering

adheres to the parameters aforementioned in this article.

Any employee elected to a position on the City of Brookings City Council will resign their position with the City prior to being sworn in on the Council.

424. WAGES

~~424A. The City of Brookings Pay Plan shall increase by Commencing January 1, 2016, there shall be a 2.75% commencing January 1, 2019. increase to the City of Brookings Police Pay Plan.~~

~~44B. Commencing January 1, 2017, the Pay plan will be increased by 2.5%.~~

~~44B. The shift differential shall increase by .20 commencing January 1, 2019.~~

~~424CC. Wage reopener for wages commencing January 1, 2018. Union contract will be for one (1) year and will be opened annually thereafter, with negotiations commencing before the budget process each year.~~

~~424D. Wages will be set forth in Appendix A attached.~~

435. 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.

446. UNION BUSINESS AND REPRESENTATIVES

~~446A.~~ 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.

~~446B.~~ 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.

457. BUSINESS AGENTS

Authorized agents of the Union, after having notified the Department Head, 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.

46. LONGEVITY
48.

468A. 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.

468B. 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.

468C. 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.

47. SAFETY POLICY
49.

49A. —Safety Statement

~~The City of Brookings will attempt to provide the safest possible working conditions for its employees.~~

49B. —Policy Statement

~~49B.1 Safety will be given primary importance in planning and operating City activities in order to protect City of Brookings employees against occupational injuries and illnesses, and to protect the City against unnecessary financial burden and reduced efficiency.~~

~~49B.2 Each employee is responsible for the safety, well being, and safe work conduct of themselves and those that report to or are assigned to him/her.~~

~~49B.3 To carry out this policy, the City will:~~

Formatted: No bullets or numbering

Formatted: No bullets or numbering

Formatted: Tab stops: 0.5", Left

Formatted: Indent: Left: 1", Tab stops: 0.5", Left

~~49B.3.a Maintain safe and healthful working conditions.~~

Formatted: Tab stops: 0.5", Left

Formatted: Indent: Left: 1", Tab stops: 0.5", Left

~~49B.3.b Furnish, within reason, the best available mechanical safeguards and personal protective equipment, where in its judgment, they are needed.~~

Formatted: Indent: Left: 1", Hanging: 0.5", Tab stops: 0.5", Left + Not at 1.94"

~~49B.3.c Maintain an active and aggressive program to promote safety awareness.~~

Formatted: Tab stops: 0.5", Left

Formatted: Indent: Left: 1", Hanging: 0.5", Tab stops: 0.5", Left + Not at 1.56" + 2"

~~49B.3.d Insist that all employees observe established safety regulations and practices and use the safety equipment provided.~~

Formatted: Tab stops: 0.5", Left

Formatted: Indent: Left: 1", Hanging: 0.5", Tab stops: 0.5", Left

~~49C. Purpose~~

Formatted: Indent: Left: 1", Tab stops: 0.5", Left

~~Employees of the City of Brookings are considered valuable assets; their safety is of vital concern. Recognizing its need and responsibility for the safety of its employees, the City considers accident prevention and safe and healthful working conditions integral parts of an efficient and well-run organization.~~

Formatted: Tab stops: 0.5", Left

Formatted: Indent: Left: 1", Tab stops: 0.5", Left

~~49D. Membership of the Safety Committee~~

~~49D.1 Membership of the Safety Committee will be composed of one representative from each of the following departments with equal representation of management and union employees:~~

Formatted: Tab stops: 0.5", Left

~~Community Development, Engineering/Airport, Finance, Fire, Human Resources, Library, Liquor Store, City Clerk, Park/Recreation/Forestry, Police, Solid Waste, and Street. If a department does not submit a proposed candidate from their department to serve on the Safety Committee, that department will not be represented on the committee.~~

Formatted: Indent: Left: 1", Hanging: 0.5", Tab stops: 0.5", Left

~~49D.2 The Human Resources representative shall be the only permanent representative and shall be chairperson of the Safety Committee.~~

Formatted: Indent: Left: 1", Tab stops: 0.5", Left

Formatted: Tab stops: 0.5", Left

~~49D.3 All other members will serve three-year terms with a staggered rotation schedule to provide continuity.~~

Formatted: Indent: Left: 1", Hanging: 0.5", Tab stops: 0.5", Left

Formatted: Tab stops: 0.5", Left

~~49D.4 Each year the chairperson will submit a list of proposed candidates to fill vacated Committee seats to the City Manager for appointment.~~

Formatted: Indent: Left: 1", Tab stops: 0.5", Left

Formatted: Tab stops: 0.5", Left

~~49E. Duties of the Safety Committee~~

Formatted: Indent: Left: 1", Tab stops: 0.5", Left

~~49E.1 The Safety Committee will review the South Dakota First Report of Injury Reports and Minor Injury reports submitted to the Human Resources Officer during the preceding month.~~

Formatted: Tab stops: 0.5", Left

~~49E.2 The Safety Committee shall bring to a department management's attention the need for corrective action of any safety and housekeeping problems the Safety Committee deems necessary. It shall be management's responsibility to review and/or investigate the recommendation made and respond to the Safety Committee in writing of the disposition of the recommendation. If the Safety Committee is not satisfied with the response of management or has not received a timely response, the issue can be referred to the City Manager for a final decision on the matter.~~

~~49E.3 The Safety Committee will investigate complaints of violations of Brookings City safety procedures and take appropriate action to remedy them.~~

~~479A~~**F. Seat Belts**

The City of Brookings requires the use of seat belts in the front seat of all licensed city vehicles and/or equipment with seat belts and/or harness.

4850. DURATION

This Agreement shall be in full force and effect from January 1, 201~~96~~**98**, to and including December 31, 201~~98~~**99**, 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, 201~~98~~**99**.

4951. 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.

Formatted: Body Text, Indent: Left: 0.5"

Formatted: Indent: Left: 0", First line: 0"

CITY OF BROOKINGS

TEAMSTERS LOCAL UNION NO. 120

City Manager

Principle Officer/President

Date

Business Agent (James Heeren)

Date

APPENDIX A

Explanation of Pay Ranges

There are four (4) or six (6) steps for each non-management position within the Pay Scale. These rates shall be the minimum and maximum rate for the position. New employees will normally be hired at Step A 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 his/her ability to perform his/her duties. In accordance to this agreement and upon satisfactory completion of the twelve (12) month probationary period, the probationary employee will be reclassified to regular full-time and advance to the next higher step in grade. After completing an additional twelve (12) months, the employee may advance to the next higher step in grade based on satisfactory job performance and successful completion of each additional year of employment through step Six (6).