

**IAFF
MITCHELL FIRE FIGHTERS ASSOCIATION
LOCAL 4166**

**2017-2019 Bargaining Agreement Between
The City of Mitchell
And
Local 4166**



Effective January 01, 2017 through December 31, 2019

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PREAMBLE

This agreement is entered into by and between the City of Mitchell, South Dakota, hereinafter referred to as the City, and Local #4166, International Association of Fire Fighters, hereinafter referred to as the Union.

This agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms, or obligations herein contained shall be effected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 1

RECOGNITION

The City recognizes the Union as the exclusive bargaining agent for the positions of Fire Captain, Fire Marshal, Fire Fighter/EMT, Fire Fighter/Paramedic, all part-time employees and any newly created non-management uniform positions if they are eligible for membership in the unit. All references to employees hereinafter contained are to those employees covered by this agreement.

ARTICLE 2

MANAGEMENT'S RIGHTS

Section 1. Except to the extent expressly modified by a specific provision of this agreement, the City of Mitchell reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the Mitchell Fire Division of the City of Mitchell, South Dakota, as such rights existed prior to the execution of this agreement with the Union including, but not limited to:

- A. The right to operate and manage all manpower, facilities and equipment;
- B. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies that are not in direct conflict with any provision of the agreement;
- C. The right to formulate, implement, modify, or discontinue standard operating procedures for the governing of the operation of the division. Standard operating procedures will be distributed to the union and shall be posted by the City on station bulletin boards and/or published in the form of a manual;
- D. To determine work assignments or eliminate work schedules, locations or functions in accordance with municipal and divisional needs and to contract or

subcontract all or any of the functions of the Fire Division that does not take work away from the bargaining unit;

- E. To transfer, promote or demote employees, or to lay-off, terminate or otherwise relieve employees from duty for just cause;
- F. To recruit, select and determine the number and types of employees required;
- G. To establish recognized fire service in-service training programs and requirements for upgrading employees;
- H. To establish fire functions and programs, including the setting and amending of budgets;
- I. To determine the utilization of technology and manpower and to modify organizational structures. To select, direct and determine the number of personnel engaged in total functions or any particular part thereof;
- J. To perform any inherent managerial functions not specifically limited by this agreement and to take such other measures as the City or Mitchell Fire Division administration may deem necessary for the orderly and efficient operation of the Mitchell Fire Division so long as it does not conflict with this agreement.

Section 2. To the extent that the above rights are specifically limited, in whole or in part, by the provisions of this agreement, alleged violations are subject to the grievance procedure in accordance with Article 19, except regarding those issues identified in this agreement as being subject to the City Council appeal process only.

ARTICLE 3

PREVAILING RIGHTS

Section 1. The City agrees that except in an emergency, any employee practices allowed during working hours as of the effective date of this agreement will not be changed by rule or ordinance unless the change is first submitted to the Committee for Union Management Cooperation for consideration. After such consideration, the City may implement the proposed change. The change may be the subject of a grievance proceeding under the terms of this agreement, except in those matters identified in this agreement as being subject to the City Council appeal process. Emergency changes will be submitted to the Committee for Union Management Cooperation after implementation.

Section 2. The employer and the union agree that no changes shall be made to the terms and conditions of employment as set forth in this agreement for the term of this agreement except by mutual agreement of the parties in writing. Any disagreement

between the parties in this area shall be subject to the grievance procedure, except in those matters identified in this agreement as being subject to the City Council appeal process.

Section 3. The employer agrees not to enter into any agreements, including those provided by law, with the unit employees, individually or collectively, which in any way conflicts with the terms and provisions of this agreement.

ARTICLE 4

DISCRIMINATION

Section 1. The City and the Union agree not to discriminate against any employee covered by this agreement for any reason where discrimination is prohibited by federal or state law nor because of the employee's membership or non-membership in the Union. Other than union membership, any dispute concerning the interpretation and/or application of this section shall be processed through the City Council appeal process where applicable or the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

ARTICLE 5

PAYROLL DEDUCTION OF UNION DUES

Section 1. The City shall deduct regular biweekly Union dues from the pay of each full-time employee covered by this agreement provided that at the time of such deduction there is in the possession of the payroll clerk of the City a current un-revoked written assignment, executed by the employee, in the form and according to the terms of the authorization form shown as Exhibit A and made a part hereof. Such authorization may be revoked by the employee and at any time by giving written notice thereof to the payroll clerk of the City.

Section 2. Previously signed and un-revoked written authorizations shall continue to be in effect for any employee reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days; previous authorizations of other employees rehired or reinstated shall not be considered in effect.

Section 3. Such authorized deductions shall be made from every payroll period of each calendar month and will, within ten (10) days, be remitted to the duly elected Treasurer of the Union. The Union shall advise the payroll clerk for the City in writing the name of such official of the Union.

Section 4. The City of Mitchell Finance Office will require any authorization or revocation to deduct Union dues ten (10) days prior to the beginning of the month in which the request shall take effect in order to process such request. If such authorization or revocation for Union dues is received later than ten (10) days prior to the beginning of the month, it will be processed the following month.

Section 5. At the time of execution of this agreement, the Union shall advise the payroll clerk of the City, in writing, the exact amount of regular biweekly Union dues in the exact dollar amount or dues formula amount for each Union member. If, subsequently the Union requests the City to deduct additional biweekly Union dues, such request shall be effective only upon written assurance by the Union to the payroll clerk of the City that additional amounts are regular biweekly Union dues duly approved in accordance with the Union's constitution and by-laws. Such form shall be in accordance with the form as shown herewith in Exhibit A and such form shall be treated for all purpose in like manner as the initial authorization form.

Section 6. The City shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; and, if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay period in which Union dues are normally deducted after written notification to the payroll clerk of the City of the error or omission. If the City makes an overpayment to the Union, the City will deduct that amount from the next remittance to the Union. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this article.

ARTICLE 6

HOURS OF WORK

Section 1. The City agrees to maintain a 27-day, 204-hour work schedule for employees assigned to a shift schedule only for the term of this agreement or until modifications are required by applicable state or federal wage and hour statutes. If it becomes necessary for the City of modify the 27-day 204-hour scheduling approach for any reason prior to the expiration of this agreement, the City or the Union may reopen the contract for the purpose of re-negotiating the work schedule and only those portions of this agreement directly impacted by the modification of the work schedule. The City agrees that all work schedules will conform to the regulations and requirements regarding hours of work, wages, overtime, and other provisions of the Federal Fair Labor Standards Act (FLSA) and all other Federal or State statutes that may be applicable.

Section 2.

- A. All employees assigned to fire suppression or (EMS) Emergency Medical Service shift schedules shall be placed on a fixed work cycle. The beginning and ending time of the fixed work cycle shall be established as a result of the change in scheduled work time versus scheduled time off.
- B. Time off schedules for employees assigned to a 27-day shift cycle, having regular starting and quitting times, may be permanently or temporarily changed by the City in order to meet the varying conditions and needs of the Division.
- C. The Division will publish time off schedules for all fire suppression personnel.
- D. When an employee is required to fill-in for another employee with a scheduled shift off, the fill-in employee shall be listed on the same list as the employee with the scheduled shift off.
- E. Any requested changes on the scheduled shift off list shall be approved by the Station Officer or their designee in charge of the shift and employees directly involved.
- F. The City agrees to maintain a work schedule based on an average 53-hour work week for fire suppression and EMS shift personnel.

Section 3. Fire Marshal: The Fire Marshal will be considered as a “regular, full-time employee” of the City of Mitchell. As such, his schedule will typically be on the basis of Monday-Friday from 8:00 a.m. to 5:00 p.m. Vacation, holidays, sick leave, funeral leave benefits will accrue and be paid out on the same terms as any other regular full-time employee who is not scheduled to shift work.

Section 4. In the event an employee attends a pre-approved school, seminars, or other training while off duty, the City agrees to compensate the employee for the time in accordance with the regulations and requirements regarding wages, overtime, and other provisions of the Federal Fair Labor Standards Act (FLSA) and all other Federal and State statutes that may be applicable. Time spent traveling to and from training can count towards the hours awarded by the supervisor for the “school day request shift”.

Section 5. Part-time employees shall be required to work a minimum of One hundred fifty six hours (156) per calendar year. Those part-time employees that are minimally trained as certified firefighters/EMT-B and meet the minimum hours of work shall be considered fully trained staff members. Approved training shall count towards shift hours.

Section 6. Nothing in this article or anywhere else in this agreement shall be construed as a guarantee of a specific number of hours or work per week for any employee covered by this agreement.

ARTICLE 7

MANPOWER

The City agrees to provide staffing sufficient to maintain the operations of the Mitchell Fire Division at an effective level. The authority having jurisdiction through its Fire Division shall work toward implementation/compliance with the NFPA 1710 Standard. There shall be a joint committee composed of management representatives and labor representatives. IAFF LOCAL 4166, Union representatives shall be selected by the Union. Mitchell Fire Division representatives shall be appointed by the Chief of Public Safety.

The purpose of the committee will be to evaluate the Fire Division's compliance with the minimum criteria addressed in NFPA 1710 regarding the effectiveness, efficiency and safety of fire suppression operations, emergency medical service, and special operations delivery in protecting the public and fire division employees. Where applicable, the joint committee evaluation will also include a review of relevant local/state/provincial policies, regulations and statutes that address fire suppression operations, emergency medical service and special operations delivery.

Upon completion of the evaluation, the joint committee will recommend a written plan and schedule for compliance with the operational criteria identified within NFPA 1710. Division evaluation and development of a written plan and an implementation schedule will be completed within a time period determined by the Committee for Union Management Cooperation.

ARTICLE 8

WAGES

Section 1. The pay grade for Mitchell Fire Division employees is listed in Appendix E:

Section 2. Wages.

Pay grades shown in Appendix E shall be effective as of the first day of January 2017, except as otherwise specified in this agreement.

The pay grade shown in exhibit E will be increased by 2.25% on January 1, 2018 and by 3% on January 1, 2019.

Section 3. In no event shall an adjustment in step placement be made during the life of this contract except for just cause.

Section 4. The effective date of a step advancement will be computed from the employees anniversary date.

Section 5. Full-time employees will be eligible for step advancement pursuant to the following table:

<u>FROM STEP</u>	<u>TO STEP</u>	<u>WAITING PERIOD IN MONTHS</u>
1	2	12
2	3	12
3	4	12
4	5	12
5	6	12

Part-time employees will be eligible for step advancement pursuant to the following table:

<u>WAITING PERIOD FROM STEP</u>	<u>TO STEP</u>	<u>IN MONTHS</u>	<u>HOURS OF CREDITED SERVICE</u>
1	2	24	312
2	3	24	624
3	4	24	864
4	5	24	1080
5	6	24	1296

An employee must complete the regular waiting period within a particular step and must have completed the minimum number of hours prior to eligibility for advancement into the next step.

Section 6. The employee's step anniversary date, for purposes of step advancement eligibility, is the day and month established when an employee is placed into a new pay grade as the result of hire, promotion, reduction in rank, or transfer to another classification with a different pay grade. An employee's step anniversary date may be adjusted if the employee's service is interrupted by unpaid leave of thirty (30) or more calendar days in a year, if an employee's step advancement is delayed without retroactivity on the basis of performance, or if the date is adjusted as the result of the terms of this agreement.

Section 7. All advancements into a new step shall be recorded on an Employee Status Change Form and a service rating shall accompany this form. The Chief of Public Safety must approve all step advancements.

ARTICLE 9

OVERTIME

Section 1. Employees covered by this agreement shall be paid at the rate of one and one-half (1 1/2) times their regular base hourly rate of pay any time an employee who is not already on or scheduled to be on duty (excluding time trades). He/she shall receive a minimum of one hour of pay at the overtime rate, except as otherwise specified in this agreement. All hours worked in this capacity shall be paid as overtime hours. However, an employee called in for extra duty while on a scheduled vacation shift, shall not receive overtime pay for those hours worked, but shall be paid at a regular rate and the equivalent number of hours will be reduced from the employees vacation request.

If any employee wishes to use vacation for work-related classes on a scheduled shift day, the actual hours of class time will be subtracted from the hours of vacation requested. Employees will not be allowed to utilize vacation for the entire shift in order to receive overtime pay.

Section 2. Extra Duty Roster

The City retains the right to require an employee to work extra duty after making a reasonable effort to obtain a qualified replacement. An extra duty roster shall be established and regulated in a Mitchell Fire Division Administrative Policy. Any changes to the extra duty policy shall be agreed upon by the Committee for Union-Management Cooperation. Employees will normally not be asked to work more than 50 hours in any 72-hour period except in an emergency situation or when other persons are not available to maintain staffing. In order to accommodate departmental needs, an EMT-Basic may be skipped on the roster in order to obtain staffing for an EMT-Paramedic.

Section 3. Compensatory Time

Compensation time, in lieu of overtime pay, may be requested by either the employee or supervisor and is subject to approval by Chief of Public Safety. Employees assigned to a 53-hour fire suppression schedule shall be allowed to accumulate compensatory time off, up to a maximum balance of forty eight hours (48). Compensatory time will be accumulated at the rate of one and one-half times the number of hours actually worked. Additional compensatory time may be accumulated under special situations or circumstances upon the approval of the Assistant Fire Chief or his designee.

Section 4. The provisions of this article shall not be construed to prevent the City from retaining necessary employees, as determined by the City, in those positions requiring specialized training or skills.

Section 5. Under no circumstances will a duplication or pyramiding of overtime hours be permitted in the determination of hours actually worked for purposes of computing overtime pay.

Section 6. Wildland Deployment Pay – Personnel that are on duty for the City while fighting wildfires, will be allowed to use vacation time *only* during their non-working hours at the wildfire. Vacation will *not* be used for hours actually worked at the wildfire while the Firefighter would have been working for the City. REF MEMO dated 4-5-13

ARTICLE 10

ACTING PAY

Section 1. Any Mitchell Fire Division employee, holding the rank of Fire Fighter who is appointed to act as an Officer in Charge, shall receive a \$1.50/hour increase in his or her basic hourly rate, provided the employee first actually carries out the duties of the higher rank for 4 or more consecutive hours or more of each appointment. The employee shall receive this hourly differential retroactive for each hour worked in the acting capacity.

Section 2. To be eligible for acting pay the employee must actually work for the entire acting period and may not be absent through the use of time trades, paid time off benefits, or any other type of leave during the acting period.

Section 3. Except as specifically provided in this article, employees of the Mitchell Fire Division may be temporarily required to accept the responsibilities and carry out the duties of a position or rank above which he normally holds in the course of his normal duties without additional compensation.

ARTICLE 11

METHOD OF PROMOTION

Section 1. Criteria for promotion within the bargaining unit shall be as follows with respect to length of service qualifications:

Fire Captain	Five (5) years of full-time service in the Mitchell Fire Division. Satisfactory performance evaluation
Fire Marshal	Five (5) years of full-time experience in fire service and attendance at such Fire Academy classes as required by the Assistant Fire Chief. Satisfactory performance evaluation

Section 2. A permanent vacancy is created when the City decides to increase the work force and fill a new position(s) or when there is a termination, promotion, demotion, or discharge and the City decides to replace the previous incumbent. The City retains sole discretion in determining whether vacancies exist.

Section 3. Promotion examinations shall be conducted as deemed necessary by management to meet the needs of the Division.

Section 4. At any time during the first three (3) months immediately following the date of promotion the promotional employee may request to be returned to his former position. Requests of this nature will result in a return to the former position, with the return date to be determined by the Chief of Public Safety or his designee.

Holidays, vacation time, and sick leave shall not be considered a break in continuous time for purposes of this article.

Section 5. A promoted employee will not be eligible for a step advancement until the completion of the regular waiting period as outlined in Article 8, WAGES. The employee's step anniversary date for purposes of step advancement eligibility shall be established in accordance with Article 8, WAGES.

Section 6. The Committee for Union-Management Cooperation shall determine and agree upon a testing process and any additional qualifications prior to implementation.

ARTICLE 12

SENIORITY

Section 1. Seniority shall be defined as follows:

- A. For purposes of this article, seniority of service shall be defined as the total length of continuous service with the employer since the employee's last date of hire into the department less any adjustments due to layoff, approved leaves of absence without pay, or any other breaks in service. If more than one person is hired on the same day, then that person occupying the highest position on the entrance examination list shall receive seniority preference. Where a tie exists in test score, seniority preference shall be based on alphabetical order of the person's last name.
- B. For purposes of determining length of vacation, all continuous service within the City in any department shall be considered.
- C. For purposes of determining vacation scheduling and holiday requests, all continuous service in the Mitchell Fire Division shall be considered.

Section 2. Seniority may be terminated for only the following reasons:

- A. The employee quits.
- B. The employee is discharged and or a reviewing court does not reverse the

discharge.

- C. The employee is laid off for a period of more than one (1) year.
- D. The employee retires.
- E. The employee fails to report to work within fourteen (14) calendar days after the City sends notification of recall by certified mail to the laid-off employee's last known address. To protect his seniority, it is the laid-off employee's responsibility to keep the Human Resources Department informed of the laid-off employee's current address and telephone number.
- F. Absence from work due to off-the-job injury or sickness for 12 months following expiration of all paid time-off benefits.

Section 3. The city will maintain a seniority list of all full-time firefighters. The City will furnish the Union with a copy of the seniority list and post a copy on the bulletin board on or about the 15th day of January and the 15th day of July of each year that this contract is in existence. Such list will show names of employees, and their date of hire by the City. Employees must bring alleged errors on the seniority list to the attention of the Human Resources Department in writing sixty (60) calendar days of the list being issued, or such errors are waived by the employee affected and the list will stand as posted.

Section 4. Supervisors who are promoted out of the bargaining unit and remain in the Mitchell Fire Division shall continue to earn bargaining unit seniority and may exercise that seniority in the event a return to the bargaining unit is required.

ARTICLE 13

LAYOFF AND RECALL

Section 1. Whenever it becomes necessary in the Mitchell Fire Division for lack of work or funds or on grounds of economy or any other proper and legal or justifiable cause to reduce the work force in any rank category, the Chief of Public Safety shall designate the rank category from which the layoff shall take place. All full-time employees will be offered the opportunity to retain part-time employment. Employees serving in the affected rank category will be laid off in the inverse order of their appointment. The last one to be appointed will be the first one to be laid off.

Section 2. The City shall give at least thirty (30) days' notice to the Union of its intention to make force adjustments resulting in layoff.

Section 3. An employee who is notified by the City that the employee is to be laid off shall have seven (7) days to exercise the following options in the order listed:

1. Claim the job of the employee having the least seniority of all employees in the claimant's rank.
2. Claim the job of the employee having the least seniority of all the employees in the rank(s) the claimant previously held.

An employee may not claim a job unless the City determines he is able to perform satisfactorily and he meets the minimum qualifications for the position or is able to prove the ability to do so within thirty (30) calendar days after claiming the position.

Section 4. An employee whose job is claimed will be laid off unless the employee is eligible and able to avoid such layoff by exercise of the options listed in Section 3. The employee on entrance probation shall be laid off in inverse order of hiring.

Section 5. An employee who exercises an option under Section 3 and claims a position having a lower maximum biweekly rate of pay shall be decreased to the salary step closest to his present biweekly rate.

Section 6. The employee who is actually laid off shall be placed on a reinstatement eligibility list for two years. If there is a recall, employees shall be recalled to their former rank in the inverse order of their layoff, provided they are presently qualified to perform the work to which they are recalled without further training.

Section 7. If the employee is recalled to a rank lower than the one he held at time of layoff, he shall have the right to return to the rank he held prior to being laid off in the event it subsequently becomes available.

The City shall not hire new employees in the bargaining unit as long as there are employees on the reinstatement list who are presently qualified to perform the work in the rank and are willing to be recalled to the said rank.

Section 8. The laid off employee shall accept and be available for re-employment within fourteen (14) calendar days after receiving the notice of recall. The notice of recall shall be sent to the laid-off employee's last known address by certified mail. To protect his seniority, it is the laid-off employee's responsibility to keep the Human Resources Department informed of the employee's current address and telephone number.

Section 9. Reinstatement of benefits for laid off employees re-employed through recall shall be as follows:

- A. Any employee laid off and later re-employed by the City must apply for health/life/dental coverage as a new employee unless re-employed within 18 months of layoff provided the employee retains and pays for said coverage during those 18 months.

- B. Pension benefits may be reinstated in accordance with SDCL Chapter 12 of the South Dakota Retirement System, Mitchell.
- C. Laid off employees who are re-employed by the City within one (1) year since their layoff will have their sick leave accrual reinstated and the employee will earn sick leave at the present accrual rate. Employees not recalled within one (1) year shall be paid for any accrued sick leave based on Article 25, Sick Leave Payout.
- D. When an employee is laid off from City service, the employee will be paid in full for vacation hours earned to date. If an employee is reemployed with the City before the one (1) year has elapsed since layoff, that employee will begin to accrue vacation leave at the same rate as when the employee was laid off.
- E. All seniority rights will be retained but not accumulated during layoff and reinstated upon re-employment within one year from the date of layoff.

Employees called back to work at their former rank shall be eligible for the rate of pay then in effect for the position that they are called back to fill.

ARTICLE 14

LEAVES OF ABSENCE

Section 1. Absence from duty without leave or failure to report after leave has expired or has been disapproved; revoked, or canceled shall be grounds for suspension, reduction, or discharge.

Section 2. Military leaves of absence shall be taken in accordance with Article 22, MILITARY SERVICE LEAVE.

Section 3. Should a probationary employee be absent from the job for an approved leave without pay, the probationary period will be extended to enable the employee to complete a full probationary period.

Section 4. Family Medical Leave

Please see the Human Resources Department or your immediate Supervisor for more information regarding Family Medical Leave Act. Anything not included and covered by federal or state regulations will be adhered to according to the law. The City of Mitchell does not surrender or relinquish any rights of the FMLA not covered by this policy.

8.5.1 Introduction

The Family and Medical Leave Act of 1993 (FMLA) guarantees the right of eligible employees to take up to a total of twelve (12) weeks of leave per year, either in one continuous absence or on an intermittent basis, for one or more of the following reasons:

- A. Upon the birth of the employee's child
- B. Upon the placement of a child with the employee for adoption or foster care
- C. When the employee is needed to care for a child, spouse, or parent who has a serious health condition
- D. When the employee is unable to perform the functions of his or her position because of a serious health condition

In addition, eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care to a covered service member during a single 12-month period.

To be eligible for such leave, the employee must meet all the requirements established by federal regulations

8.5.2 Definitions

Child – The biological child, an adopted child, a foster child, stepchild, legal ward, or a child of a person standing “in loco parentis” of person who is either under age 18 or is over age 18 but incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence.

Parent – A biological, adoptive, step or foster father or mother or and other individual who stood “in loco parentis” to the employee when the employee was a son or daughter as defined.

Spouse – A husband or wife as defined or recognized under applicable state law.

12-month period - The calendar year commences the first day of the leave and ends upon the completion of a full year. It is a calendar year measuring forward. For example, if the leave starts January 1, 2001, the 12-month period is January 1, 2001 through December 31, 2001; if the leave takes place on May 13, 2001, then the 12-month period is May 13, 2001 through May 12, 2002 etc.

Serious Health Condition - An illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, residential medical care facility, or continuing treatment by a doctor.

Continuing Treatment includes any one or more of the following:

- A. A condition involving incapacity for more than three (3) consecutive, full calendar days that also involves two or more treatments by or under the supervision of a health care provider; or one treatment followed by a regimen of continuing treatment.

- B. Incapacity due to pregnancy or for prenatal care.
- C. Incapacity or treatment for a chronic serious health condition that 1) requires periodic treatments by a health care provider; 2) continues over an extended period of time; 3) may involve occasional periods of incapacity.
- D. Permanent or long-term incapacity due to a condition for which treatment may be ineffective and which requires the continuing supervision of a health care provider.
- E. Absences for multiple treatments by a health care provider for either restorative surgery or a condition that is likely to result in incapacity of more than three consecutive calendar days without medical intervention.

Health Care Provider - A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of South Dakota, or any person determined by the U.S. Secretary of Labor to be capable of providing health care services.

8.5.3 Eligible Employees

To be eligible for absence under the FMLA, the employee must meet all the requirements established by federal regulations. The employee must have been continuously employed by the City for a 12-month period immediately preceding his/her request for absence and during that 12-month period must have worked at least 1,250 hours. The onset of the leave will commence after three (3) consecutive absences and in accordance with FMLA standards.

8.5.4 Notice

Upon the City receiving information of a leave/condition that qualifies under FMLA, notice will be sent to the employee of their FMLA requirements.

The employee is required to provide the City with thirty (30) days notice of absence when it can be reasonably foreseen. When thirty (30) days advance notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the City's normal call-in procedure.

The employee must provide sufficient information for the City to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the City if the requested leave is for a reason for which FMLA leave was previously taken and certified. Employees may be required to provide a certification and periodic recertification supporting the need for leave.

8.5.5 Certification

Requests for leave due to a serious medical condition of the employee or qualified member of employee's family shall be verified by the certification of a qualified health care provider; this certification shall contain the following:

- A. The date when the serious health condition began
- B. The probable duration of the condition
- C. The appropriate medical facts within the knowledge of the health care provider regarding the condition
- D. If the leave is due to the employee's serious health condition, the certificate must include a statement that the employee is unable to perform the functions of his or her position
- E. If planned medical treatment is the reason for the leave and employee wants intermittent leave or leave on a reduced time schedule, the date when the treatment begins and the estimated duration of the treatment
- F. If the leave request is necessitated by a serious medical condition of the employee or the employee's child, spouse or parent, the certificate shall state that there is a medical necessity for the leave and an estimate of how long the leave will be. The employee may be required to obtain a second opinion at the employer's cost from a second health care provider of the employer's choice. If the second opinion conflicts with the first opinion, the employer may request a third opinion at the employer's cost. The employer and the employee must jointly agree on the person providing the third opinion. The third opinion is final and binding. Employees should obtain the Certification Form from the Human Resources Office.

8.5.6 Effect on Pay and Benefits

During the term of paid Family Medical Leave, employee shall accrue annual and sick leave. Employee health insurance benefits shall continue to be in effect with or without pay. The City shall continue to pay their portion of benefits normally paid by the employer. The employee shall be responsible for payment of any premiums (s)he normally pays through payroll deductions. Such payments must be made by mail or in person to reach the Finance Officer no later than the last working day of the month prior to the next following month of insurance coverage.

During the term of unpaid Family or Medical Leave, no pay or other benefits shall accrue, with the exception of any group health benefits that were in effect at the time of commencement of such leave or new group health benefits which are provided by the employee during the FMLA leave. Group health insurance shall be continued in force for the duration of family or medical leave and the City shall continue to pay that portion of benefits normally paid by the employer. The employee shall be responsible for payment of any premiums (s)he normally pays through payroll deductions. Such payments must be made by mail or in person to reach the Finance Office of the City no later than the last working day of the month prior to the next following month of insurance coverage.

8.5.7 Failure to Provide Certification

Employee may lose eligibility of the Family Medical Leave Act if proper certification is not completed prior to onset of leave or within fifteen (15) days of the onset of the serious health condition.

8.5.8 Return to Work

When an employee is out on FMLA due to a “serious health condition” (as defined previously), employees are required to provide a medical certificate attesting to his/her fitness for duty before being restored to employment. Failure to provide this certificate may delay an employee’s return to work.

8.5.9 Failure to Return to Work

If the employee fails to return to active employment upon the expiration of the maximum twelve (12) weeks of leave provided under this section, the employee shall be responsible for repayment of any employer-paid health care premiums unless the failure to return is based upon the continuance, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. In such instances, the employee must provide in a timely manner a certification by a health care provider attesting to his/her inability to return to active employment.

8.5.10 Effect of Redeployment and Other Rights

Upon expiration of a duly authorized absence under this section, the employee shall be reinstated to the same position held at the time such leave commenced or an equivalent position with the same or an increase in pay, benefits, and other terms and conditions of employment. No employee shall be interfered with, discriminated against, disciplined, or otherwise restrained from exercising his/her rights under the Family and Medical Leave Act.

Section 5. An employee on approved unpaid leave of absence annually exceeding thirty (30) days shall accrue seniority through the thirtieth (30th) day of leave, and shall retain his seniority as of that day. Seniority shall not be accumulated following the thirtieth (30th) day of unpaid leave annually except as specifically provided by State or Federal law.

When an employee is suspended without pay for just cause, or absent without authorization, all accruals of vacation and sick leave will be suspended as well for the entire period of unpaid absence.

An employee on an authorized unpaid leave of absence is not guaranteed reemployment at the termination of the leave except as specifically otherwise provided in this agreement or by State or Federal law.

Section 6. Voting Leave: Employees whose work schedule does not enable them time to vote during the time the polls are open shall be allowed up to two consecutive hours to vote. Such time shall be treated as hours worked for the purpose of pay and accrual of leaves.

Section 7. Maternity leave. The City of Mitchell shall treat maternity leave the same as any other temporary disability. The Committee for Union Management Cooperation shall develop a limited light duty policy addressing maternity leave.

Section 8. Each leave of absence must be accompanied by a leave slip. Such leave slips must indicate the dates of leave, type of leave to be taken or the reason leave is taken and the number of hours of leave to be taken. The types of leave that require exhibit I to be completed are as follows: Vacation, sick leave, leave without pay, maternity leave, extended leave for illness or temporary disability, military leave, and personal emergency leave.

Each leave slip must be signed by the employee's immediate supervisor prior to the leave being taken. In circumstances such as emergency or unexpected illness, the leave slip is to be submitted as soon as possible when the employee returns.

Section 9. Except as otherwise provided in this agreement or by State or Federal law, health/dental/life insurance coverage may be continued during a leave of absence without pay, so long as the employee continues to pay 100% of the premium for that coverage at the City group insurance rates one month in advance of coverage.

Section 10. Any additional unpaid leave must be requested and approved by the City Council.

ARTICLE 15

JURY DUTY

Section 1. An employee called upon for jury duty must submit notification of the jury assignment date to the Division head or designee.

Any employee who is called upon for jury duty shall not suffer any loss of pay; provided, however, that upon the termination of jury duty, the employee shall as soon as practicable following the actual date of the termination of jury duty submit to the payroll clerk, a report of the money received as a juror. That amount received as a juror will be deducted from the employee's next paycheck. An employee who is compensated for jury duty on a day that is other than a regular scheduled work day shall retain such compensation for that day without paycheck deduction.

Annual vacation and sick leave benefits shall accrue at the normal rate for employees during jury duty.

ARTICLE 16

TIME TRADES

Section 1. Fire suppression employees shall have the right to trade shifts with the approval of the Captain or Assistant Fire Chief subject to the restrictions set forth in this

article, and when the change does not interfere with the normal operation of the Mitchell Fire Division.

Shift exchange or time trade between employees of unequal rank will be allowed only by special permission of the Captain or Assistant Fire Chief.

Section 2. The City shall incur no additional wage responsibility or additional accrued benefits liability because of a shift exchange.

Section 3. The hours worked shall be excluded by the City in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation. Where one employee substitutes for another, each employee will be credited as if he had worked his normal work schedule for that shift.

Section 4. The practice of an employee who relieves another employee on a previous shift prior to his scheduled starting time shall not be considered as time trade.

Section 5. Time trades shall be documented on a Time Trade Authorization Form substantially the same as shown in Exhibit B, and approved by the Captain or Assistant Fire Chief prior to the commencement of the shift exchange or time trade. Documentation shall be governed by Mitchell Fire Division.

Section 6. Employees who have already agreed to work a certain period of time for another employee as a time trade will not be permitted to trade time with another employee to work the same period on the same scheduled day. The Captain or Assistant Fire Chief may specifically authorize exceptions to this restriction should the on-duty employee be required to leave work to attend to a verifiable personal emergency.

Section 7. Deviations from the provisions listed in this article shall be allowed only by special permission of the Assistant Fire Chief or his designee.

Section 8. Time trades shall not be permitted or used to extend an employee's date of separation from the City.

Section 9. In the event the employee working a time trade becomes sick before the workday starts, the employee originally scheduled to work shall be responsible for arranging a replacement to work his part of the time trade.

ARTICLE 17

UNION BUSINESS

Section 1. The City agrees to grant the necessary time off, without discrimination and without pay, to three (3) Union officers and a reasonable number of official delegates designated by the Union to attend a labor convention and to any one person the necessary

time off, without discrimination and without pay, to serve up to two (2) years in any official Union capacity. It shall be the union member's responsibility to ensure their shift is covered by a qualified replacement employee. Five (5) days notice of absences will be given by the Union to the City, but absences for labor conventions shall require fifteen (15) days notice.

Section 2. Members of the Union Negotiating Team will be allowed to attend contract negotiation sessions with the City, or routine union committee meetings in their assigned duty stations which do not disrupt normal departmental operations, during regularly scheduled duty hours for a maximum of six (6) hours per week. Such time spent in negotiation sessions or in routine union committee meetings during duty hours shall be used in computing weekly overtime. The employee will be subject to call by the Chief Officer in Charge.

Section 3. The Union shall designate one steward for each fire station and one alternate steward to replace any regular steward unable to perform their duties. A current list of stewards and alternates shall be furnished to the Chief of Public Safety and to the Chief Officers.

Section 4. The steward so designated shall investigate and present grievances to the Chief of Public Safety or his designated representative of the shift or division affected in accordance with the provisions of this agreement.

Section 5. Each steward shall be permitted a period of time not to exceed 52 hours per year to investigate, present, and process grievances during working hours without loss of time or pay. Such time spent investigating and processing grievances during duty hours shall not be used in computing overtime.

Section 6. Union business, including but not limited to union meetings, and committee meetings will be allowed during duty hours as long as they do not interfere with department training or other department business.

ARTICLE 18

GENERAL RULES AND REGULATIONS

Section 1. The general rules and regulations of the department are hereby adopted by this reference, attached hereto and marked Exhibit C, and by this reference made a part of this contract the same as though set out in full.

Section 2. Except in an emergency that precludes prior discussion, changes in the general rules and regulations will first be submitted to the Committee for Union-Management Cooperation for consideration. After such consideration, the City may implement the proposed change. Emergency changes in the general rules and regulations will be

submitted to the Committee for Union-Management Cooperation after implementation. The change may be the subject of a grievance proceeding under the terms of this agreement, except in those matters identified in this agreement as being subject to the City Council appeal process.

Section 3. Disputes over new or changed general rules and regulations shall be subject to the grievance procedure, except in those matters identified in this agreement as being subject to the City Council appeal process.

Section 4. Changes in the general rules and regulations will be distributed to the union and such rules and regulations shall be posted by the City on station bulletin boards and/or published in the form of a manual.

ARTICLE 19

GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute involving the interpretation or application of an express provision of this agreement raised by an employee or by a group of employees with respect to a single common issue. Matters identified in this agreement as subject to the City Council provisions and appeal procedures shall not be subject to the Grievance procedures set forth in this agreement.

Section 2.

Step 1. Within the twenty (20) day time limit specified in Section 3 of this article, the employee or his designated representative may submit a grievance, and any such grievance shall be submitted in writing using a grievance form as shown in Exhibit D to the Chief of Public Safety and/or his designated representative. The grievance form shall be signed by the aggrieved employee and/or his/her union representative if designated. An incomplete grievance form shall be returned to the aggrieved employee and/or his designated representative for completion and the time limits will be extended up to fifteen (15) calendar days or until the form is returned in its completed format, whichever is the lesser. The written grievance shall contain a complete statement of the facts, the provision(s) of the agreement which the City is alleged to have violated, the date of the alleged violation, and the relief requested. The aggrieved employee shall have the right to process his grievance individually, by the union, and/or by an attorney. The Chief of Public Safety and/or his designated representative shall give the employee a written answer within fifteen (15) calendar days after the completed grievance is presented. In addition to the information included in Step 1 of this procedure, the written grievance shall contain an explanation of why the Chief of Public Safety's answer at Step 1 was rejected. The Fire Chief or his designee shall discuss the grievance within fifteen (15) calendar days with the employee and the Union representative if designated at a time mutually agreeable to the parties.

Step 2. If the aggrieved employee is not satisfied and the grievance is still unresolved, the employee may appeal under the provisions of SDCL 3-18.

Section 3. No grievance shall be entertained or processed unless it is submitted at Step 1 within twenty (20) calendar days after the discovery of the event giving rise to the grievance or within twenty (20) calendar days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance. If a grievance is not presented within the time limits set forth above, it shall be considered 'waived.' If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits applicable in any step of the process, the aggrieved employee and/or the Union may elect to treat the relief requested in the grievance as denied at that particular step.

Section 4. It is agreed that all time limitations in this article may be extended by mutual Agreement of all parties involved. Extensions must be granted in writing.

Section 5. No written incident report or records of disciplinary action shall be entered into an employee's official personnel file unless the City first advises the employee of its intent to enter such writings in the file and affords him an opportunity to read and obtain copies of any material in the employee's official personnel file.

When reasonably required, in the judgment of the union to process grievances, the City will make available to the union for review at a place and time designated by the City an employee's official personnel file; however, no steward or union official shall be permitted to review or obtain copies of materials in an individual employee's official personnel file without the express and specific written consent of the employee.

Section 6. Any reprimand that may become a part of an employee's official personnel file or may result in suspension or discharge shall be given, in writing, to the employee affected by the Chief of Public Safety and/or his designated representative 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.

ARTICLE 20

VACATIONS

Section 1. Accumulation—Full-Time Employees.

- A. Any regular full-time employee of the Mitchell Fire Division shall be granted vacation with pay provided such leave shall be based on the employee's employment anniversary date and shall accrue on a bi-weekly basis.

B. Vacation leave accrual shall begin with the employee's first day of regular employment, but may not be used until the employee has completed six full months of continuous employment.

C. Employees of the Mitchell Fire Division who are assigned to a 24-hour shift schedule shall receive a full or prorated vacation benefit with full pay based on the following schedule, and each new level in the schedule shall become effective in the bi-weekly pay period in which the employee's employment anniversary date occurs, and available for use at that time:

<u>Years of Service</u>	<u>Monthly Accrual Level</u>	<u>Yearly Accrual Level</u>	<u>Maximum Accrual</u>
Less than 5	10.00 hours	5 days	120 hours
5 but less than 13 . . .	14.00 hours	7 days	168 hours
13 and over.....	20.00 hours	10 days	240 hours

D. Employees assigned to a forty-hour schedule shall receive a full or prorated vacation benefit with full pay based on the following schedule, and each new level in the schedule shall become effective in the month in which the employee's employment anniversary date occurs, and available for use on the first day of the following month:

<u>Years of Service</u>	<u>Yearly Accrual Level</u>	<u>Maximum Accrual</u>
Less than 5 Pay Period 1 5 hours Pay Periods 2-26: 3 hours	10 days	80 hours
6 through 12 Pay Period 1: 7.5 hours Pay Periods 2-26: 4.5 hours	15 days	120 hours
13 years and over Pay Period 1: 10 hours Pay Periods 2-26 6 hours	20 days	160 hours

E. Employees are allowed to accrue up to 20 hours of vacation over there maximum accrual. Any hours over the maximum accrual will be lost if not used by the last day of the payroll in which the employee's anniversary date occurs.

F. Leave notification, with the exception of Sick Leave, will be provided to the Officer in Charge of the shift that leave is being requested for. Notification will be provided no less than twelve (12) hours prior to the start of the requested shift. Requests for leave on the day requested may be approved by the Officer in Charge for emergency situations. Any denial of requested leave may be appealed by the employee to the Assistant Fire Chief.

G. Vacation leave for employees assigned to a 40-hour schedule shall be taken in

increments of not less than one hour.

H. The provisions of this article shall be effective as of January 1, 2005.

Section 2. When Taken.

- A. Vacation shall be taken at the time the captain or officer in charge shall designate. In designating vacation time, the seniority and preference of officers or employees shall be followed unless absence of the employee or officer will impede the operation of the Division. Requests shall be approved or disapproved on the day submitted to the officer having authority.
- B. Employees may schedule vacation prior to its anticipated accrual, but may not use vacation until after it has been accrued as specified in this article.
- C. Vacation time shall not be scheduled or used in any manner for purposes of extending an employee's official date of separation from the City.
- D. Of the hours that may be carried over, shift employees may be permitted to use 24 hours of vacation to replace lost hours due to a snow emergency declared by the City. After a snow emergency has been declared by the Mayor, the Chief Officer in Charge shall have the discretion to approve the use of the 24 hours of carry over vacation for purposes of a personal snow day.

Section 3. Maximum Balance and Payment.

- A. Employees assigned to a 24-hour shift schedule may accumulate vacation as set forth in Section 1 of this article without limitation, provided that the employee's maximum balance of unused vacation shall not exceed hours specified in Section 1. Any hours in excess of maximum accrual limits as specified in Section 1 will be forfeited unless an exception is approved by the City Council.
- B. Employees assigned to a 40-hour schedule may accumulate vacation as set forth in Section 1 of this article without limitation, provided that the employee's maximum balance of unused vacation shall not exceed hours specified in Section 1. Any hours in excess of maximum accrual limits as specified in Section 1 will be forfeited.
- C. In the event of discharge, resignation in good standing, or in the event of death, any vacation time the officer or employee has accumulated and has not used before the date of separation of his employment, up to a maximum as specified in Section 1, shall be paid at the employee's regular base hourly rate

as of the date of separation to the officer or employee or to the surviving spouse or if no spouse survives, to his estate.

- D. Except as specifically set forth in this article, no payment may be made in lieu of vacation.

Section 4. If an employee is absent from work due to a duty-incurred injury, and such absence causes the employee to be unable to schedule some of his remaining unused vacation, the employee shall be permitted to carry-over the amount of vacation unused due to the duty-incurred injury or illness into the next calendar year to be used as leave. This vacation carry-over amount shall not exceed amount as specified in Section 1 of this article.

ARTICLE 21

HOLIDAYS

Section 1. Holidays shall mean days in which regular employees of the City whose services are not essential on holidays, are permitted to absent themselves from work with pay.

Section 2. Holiday Leave Eligibility for Shift Employees. Compensation for holidays for Firefighter on a 24 hour shift shall be considered as being 5-24 hour annual leave days per year, credited towards annual leave time on the following dates:

24 hours – February 1
24 hours – April 15
24 hours – July 1
24 hours – September 15
24 hours – December 1

- A. Holidays shall not be scheduled or used in any manner for purposes of extending an employee's official date of separation from the City.
- B. Employees anticipating resignation or retirement in a given year may not reserve holidays from being scheduled in that year for purposes of receiving those holidays in pay at the time of their separation from the City.
- C. A shift employee on unauthorized leave or suspension without pay for his regularly scheduled shift on the date of the official holiday, or the shift before if not scheduled to work on the date of an official City holiday shall not be eligible to receive holiday leave for that official holiday.

Section 3. Religious Holidays. An employee may take days, or portions of days, off for religious observances, consistent with the operational needs of the Division and approval

of the Chief or their designee. Such time off is charged against accrued annual leave, without pay, or compensatory time.

Section 4. Call-in Holiday Pay. Those employees not scheduled to work on City recognized full day holidays as listed, shall be paid at double their normal duty rate of pay for hours worked. Those employees scheduled for extra duties, but not scheduled to work their normal scheduled 24 hour shift on the 4th of July, shall be paid double their normal duty rate for hours worked. Employees called in for less than 1.17 hrs will automatically be given 2 hours at their double pay rate. Any call above the 1.17 hrs will be paid only their double pay rate. Employees called in using the extra duty roster to work the holiday will receive their normal time and a half pay. Holiday pay will be calculated from midnight to midnight on the designated holiday.

This shall not apply to employees called in using the extra-duty roster.

- A. New Year's Day.
- B. Easter Sunday.
- C. Memorial Day.
- D. Independence Day.
- E. Labor Day.
- F. Veterans' Day.
- G. Thanksgiving Day.
- H. Christmas Day.

ARTICLE 22

MILITARY SERVICE LEAVE AND REEMPLOYMENT RIGHTS

It is the intent of the City of Mitchell to comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and any subsequent amendments. As such, the following is recognized:

Section 1. Any employee who participates in any branch of the military service of the United States is covered by and subject to Federal Statute, U.S. Code Title 38, Chapter 43 and all other applicable statutes.

Section 2. Request for Military Leave of Absence. An employee who wishes to be granted military leave of absence must submit the request and a copy of his/her official orders or other records from the military service to his immediate supervisor or department head prior to the dates of attendance. If the reservist or National Guard member submits a copy of his official annual training schedule prior to the beginning of the year's military activities, the employee need only submit separate requests and orders for those training duties not included on the annual schedule, or when the annual schedule is modified.

Section 3. Active Duty. An employee who enlists or is called into active duty for the military service of the United States or who, in time of national emergency, voluntarily enlists for active duty, shall be granted military leave for the time necessary to permit completion of the military service.

In order to have reemployment rights, a person leaving active duty in the military service of the United States must comply with USERRA.

Section 4. Reserve or National Guard: Initial Active Duty for Training, Annual Encampment, Weekend Drill, and Other Training Duty. An employee who enlists as a reservist or a member of the National Guard shall be granted time off without pay for initial active duty for training, annual training encampment, weekend training drills, and other active and inactive training duty.

The reservist or National Guard member must report back to his civilian job at the beginning of his first regularly scheduled shift on the first day after the completion of initial active duty for training or other training duty plus the necessary travel time to return from the training site to the place of employment. He is also entitled to a reasonable rest time, and a reasonable time thereafter if return is delayed by factors beyond his control. If an employee fails to report to his job within this specified time period, he may be subject to the penalties which would be imposed on any employee who is tardy or absent without permission.

If an employee separates his employment with the City in order to enlist in the Reserves or National Guard, he must reapply to the City within 31 days after his separation from initial active duty for training in the Reserves or National Guard in order to retain re-employment rights.

Section 5. Seniority Rights. During an unpaid military leave of absence the seniority eligibility rights of an employee shall continue and accumulate in the same manner and to the same extent as if said leave of absence had not been granted, and the employee had been continuously in the employ of the City. An employee on military leave of absence shall be entitled to all rights and benefits as are defined by applicable Federal Statute. Except as otherwise provided by State or Federal statute or in this agreement, a military leave of absence shall be treated in the same manner as an authorized unpaid leave of absence for purposes of benefit accruals. The employee shall not be entitled to payment of salary or wages by the City during the military leave of absence.

Section 6. Probationary Employee. An employee who is serving on probation may likewise be granted a military leave of absence under the provisions of the above sections of this article.

Section 7. Holidays. An employee shall not be paid holiday pay for holidays which occur during an approved unpaid leave of absence for military service. If a holiday immediately precedes or follows the approved unpaid leave of absence for military

service, the employee must work the regularly scheduled work day preceding or following the holiday to be paid for that holiday.

ARTICLE 23

SICK LEAVE

Section 1. Sick leave is hereby defined to mean the absence of an employee or officer because of illness, injury, exposure to a contagious disease;

Employees shall be allowed to use sick leave for their own sickness or injuries and will be allowed to use up to forty (40) hours of sick leave pay annually for the care and attendance of their immediate family members for sickness, injury, and/or health care appointments. Immediate family members for the purpose of this policy include: spouse, children and parent. This time may be used in one-hour increments or more.

Illness verification may be requested at any time. Sick leave, which accrued but not used during the year in which it was accrued shall accumulate to an unlimited amount.

If an employee or officer must be absent because of illness, injury, exposure to a contagious disease; or attendance upon a member of immediate family due to illness or injury as provided above, the employee or officer may not substitute vacation, holidays, compensatory time off, or other paid time off benefits in place of sick leave for the duration of the absence, unless all available sick leave has first been exhausted in a manner consistent with this article, or as may otherwise be specified in this agreement. An exception to this rule may be made at the discretion of the Chief of Public Safety, under special circumstances where substitutions will not result in overtime or reductions in manpower.

Section 2. Sick leave shall be granted as a privilege and not a right, and the claim of such leave shall be subject to such investigation as the Division head deems necessary.

Section 3. There is hereby established a sick leave schedule which shall apply to the Fire Marshal.

Sick leave shall accrue at the following rates:

Pay Period 1: 8.5 Hours

Pay Period 2-26: 3.5 Hours

Section 4. There is hereby established a sick leave schedule which shall apply to the Mitchell Fire Division shift employees.

- A. Eligibility for sick leave use for shift Mitchell Fire Division employees covered by this section shall begin immediately. Sick leave shall accrue for an employee scheduled to a 24-hour shift at the following rate:

Pay Period 1: 6.5 hours
Pay Period 2-26: 5.5 hours

Each employee shall have deducted from his accumulated sick leave one (1) hour for each hour of absence while on sick leave. An employee, who does not take the full amount of sick leave granted in any one (1) calendar year, may accumulate the amount from year to year.

- B. Except as provided for above, all other rules and regulations pertaining to sick leave shall apply to all uniformed members of the Mitchell Fire Division.

Section 5. Up to two hours per visit of sick leave pay may be used for either physician or dental appointments provided the appointment has been scheduled during the employee's regular scheduled hours.

Section 6. Sick leave may be used for illnesses attributed to pregnancy. During the time that an employee or the employee's spouse is considered disabled due to pregnancy, childbirth, or complications thereof, the employee shall be able to use sick leave. The dates of such disability for which payment under the sick leave policy is claimed shall be verified by a statement from a medical doctor.

In no event may an employee claim sick leave pay in excess of the amount credited to that employee's accumulation.

Section 7. The Officer in Charge, Chief of Public Safety, or the Director of Human Resources may require that sick leave be granted only by a certificate evidencing such sickness, signed by the employee's attending medical doctor, or such authority may require the employee report to the City-designated medical doctor for a physical examination.

In any event, no sick leave with pay shall be granted for a period longer than three (3) consecutive work days unless a certificate from a duly licensed medical doctor is presented to the Chief of Public Safety, or the Human Resources Director. In such instance the employee must present a completed Return to Work Certificate.

Section 8. Not more than one (1) day of sick leave may be allowed for attendance upon a member of the immediate family requiring the care or attendance of such employee, with the exception that more than one (1) day may be approved for this purpose if supported by a written statement from the attending medical doctor, including an explanation of why the employee's attendance is necessary.

Section 10. At the discretion of the Officer in Charge, absence from work because of illness of a person other than those listed in this article will be taken as vacation, holiday, compensatory leave, or leave without pay.

ARTICLE 24

SICK LEAVE PAYOUT

Any employee or officer, upon separation from City service, except under the provisions of Article 23 and this article shall not receive any payment for accumulated sick leave.

Any Mitchell Fire Division non-management employee upon retirement from City service shall be paid sick leave as follows:

Upon separation of employment other than retirement, an employee will be eligible for payout of 1% per year of service of their accrued sick leave starting at the beginning of year six under the condition the employee's separation is on good terms and has provided two weeks' notice to the City. The maximum payout for separation of employment is 25%.

Upon separation by retirement, (as defined by SDRS), death or layoff (reduction of force), an employee will be eligible for a payout of accrued sick leave hours at the rate of 25% of all accrued sick leave at the employees current rate of pay. Upon death of an employee the final payroll will include the eligible amount. Notification of retirement is required prior to July 1st of the year preceding retirement in order to receive payment of accrued sick leave at the time of separation. If notification is not made, payment will be made in the following fiscal year.

ARTICLE 25

FUNERAL LEAVE

Section 1. Fire shift employees will be permitted to take one 24-hour shift off for funeral leave. Additional days may be granted by the department head and the time will be charged as sick leave. Immediate family is defined as: employee's spouse, parents, step-parents, children, step children, brothers, sisters, step-brothers, step-sisters grandparents, grandchildren, and great grandchildren. The term also includes a spouse's equivalent of the above. In the event of a funeral of a relative outside the immediate family, or close friend, an employee may take a reasonable amount of annual leave if approved.

Section 2. Notification. The employee shall provide notification to the immediate supervisor prior to taking the time off as defined in this article.

ARTICLE 26

DUTY-INCURRED INJURIES AND DISEASE

Section 1. Any Mitchell Fire Division officer or employee sustaining a duty-incurred injury or disease which will likely result in a loss of work time must see a medical doctor or must visit a hospital emergency room as soon as possible after the injury or disease is sustained.

If an employee is injured on the job, all work related medical costs will be paid as well as the compensation rate for salary loss as set by the State of South Dakota.

An employee injured while on the job must promptly notify their Division head or supervisor. Medical and hospital expense will be paid in accordance with Workers' Compensation Laws of the State of South Dakota. Any Mitchell Fire Division officer or employee suffering a loss of pay as the result of sustaining a disabling injury by accident or occupational disease under SDCL 62-8-1 arising out of and in the course of employment for the City, which disabling injury or disease was not caused by willful neglect on the part of such officer or employee, shall in lieu of sick leave receive workers' compensation based upon the following:

40 hour employees: shall be allowed up to ninety (90) eight-hour days and 24-hour shift employees: shall be allowed up to forty-two (42) 24-hour shifts without charge to the employee's sick leave.

The rate of pay while on workers' compensation shall be the difference between the employee's regular daily rate of pay (gross) being received at the time of injury and the employee's daily benefit entitlement under the applicable Workers' Compensation Law. An employee, who has used the entire workers' compensation benefit described above, may elect to use accumulated sick leave or vacation on a day for day non pro-rated basis, to continue receiving the difference between their daily regular gross pay, and their workers' compensation benefit as provided above.

A workers' compensation benefit provided under this section shall accrue only once per injury, notwithstanding intermittent periods of work which may occur, provided that the further absence after the intermittent work is necessitated by the original injury or aggravation of that injury. This means that no salary will be paid by the City after 90 days of injury leave following an injury, even though the employee may still be receiving Workers' Compensation benefits.

Employee benefits shall continue uninterrupted while an employee is on workers' compensation as defined in this section, including while sick leave or vacation is applied. Vacation, sick leave, and holiday leave, earned while on Workers' Compensation, shall accrue at the employee's regular rate.

The City may at any time require examination or re-examination of an employee by a medical doctor for the purpose of determination of continued eligibility for workers' compensation.

Section 2. Light Duty: If, in the opinion of the employee's medical doctor, the employee is physically able to perform duties of another nature consistent with normal fire Division duties, the officer or employee may be assigned to those duties for the duration of the disability at the sole discretion of the City.

If light duty within those restrictions is not available with the City, the employee or officer may be permitted to engage in outside employment within the work restrictions set by the physician due to the duty-incurred injury, provided that before engaging in such outside employment the employee submits to the City in writing the name, address, and phone number of the outside employer, a description of the duties to be performed in the outside employment, and the approximate number of hours to be worked per day in the outside employment. Failure to submit this information to the City in writing prior to engaging in outside employment may result in discontinuance of workers' compensation benefits.

Any employee reassigned to duties of another nature during the first six months immediately following the date of injury, shall receive the same pay and benefits earned at the time of injury. After that six-month period has elapsed, the employee may be compensated at a rate of pay determined by the City commensurate with the temporary assigned duties, not to exceed the employee's rate of pay as of the date of injury. If the rate of pay for the light duty assignment is less than the employee's rate of pay as of the date of injury, the pay may be supplemented with workers' compensation payments as specified by South Dakota Workers' Compensation Law. This reassignment may continue for a period determined by the City not to exceed 12 months after reassignment to other duties. Upon the employee's return to his rank and full unrestricted duties held at the time of injury, the employee shall be paid at his current rate of pay including step advancements or pay rate adjustments he would have otherwise received during the absence from his regular duties.

Section 3. It is understood by the union and employees covered by this agreement that activities of a personal nature carried out while on duty, on or off City property, which are not directly related to and do not arise out of an employee's employment as an employee of the Mitchell Fire Division which do not constitute employment-related activities. Therefore injuries or illness incurred or arising out of these activities shall not be considered "duty-incurred" for purposes of the application of this article, and will not be considered duty-incurred injuries or illnesses for purposes of determining compensability under the workers' compensation statutes of the State of South Dakota.

Any injury or illness incurred while off duty, on or off City property shall not be considered "duty-incurred" for purposes of the application of this article or the application of State Workers' Compensation statutes.

Section 4. Administration: Compensation and coverage for duty-incurred injuries or disease incurred by members shall be administered in all respects according to the provisions and intent of South Dakota Workers' Compensation Law, except as specifically otherwise provided in this agreement.

ARTICLE 27

PHYSICALS

Section 1. The Committee for Union-Management Cooperation shall support the provision of a comprehensive mandatory annual medical exams as outlined by NFPA 1582 (current edition) and provided by the City. All recognized members of the collective bargaining unit shall receive an annual comprehensive medical exam to be conducted every twelve (12) months (+/- 3 months).

Section 2. Time spent by employees during physical examination shall count as hours worked for purposes of computing overtime.

Section 3. The Committee for Union-Management Cooperation will establish and agree upon guidelines, as needed, for "Return to Work" if an incumbent employee is deemed "not fit for duty" by the NFPA 1582 standards.

ARTICLE 28

INSURANCE AND BONDS

Section 1. The City of Mitchell offers all full time employees major medical insurance upon written application. The effective date shall be the first day of the month following thirty (30) days of employment.

RETIREMENT BENEFIT: An employee hired prior to January 1, 2016 who retires from the City of Mitchell through SDRS or who is accepted into the SDRS Disability Program may elect to remain in the health insurance plan until he or she reaches the age of 65 or otherwise qualifies to enroll in the Medicare program, the Exchange, or the retiree qualifies for a different health plan through another employer. The retiree must pay 100% of premium cost to remain enrolled in the City health insurance plan. An employee's spouse is eligible for enrollment in the City health insurance plan only if enrolled prior to the employee's retirement. An employee will not be able to add a spouse to the plan except during regular open enrollment times. A discount on the retiree rate will be granted to retirees that meet the following stipulations:(a) the employee must have completed 10 consecutive years of service with the City of Mitchell, and (b) the employee must be retired through SDRS or SDRS Disability, and satisfy the following conditions: Class A employees must be age 60 or older, Class B Public Safety employees

must be age 50 or over and meet the Rule of 75, and those on SDRS Disability do not have age requirements. The discounted rates are available only to those employees hired prior to January 1, 2013

Section 2. Dental Insurance: The City of Mitchell offers all full time employees group dental insurance upon written application. The effective date shall be the first day of the month following thirty (30) days of employment. The city will pay all of the premium cost for the employee. Family members may be included at the employee's expense.

Section 3. Life Insurance: The City of Mitchell offers all full time employees a life insurance policy upon written application. The effective date shall be the first day of the month following thirty (30) days of employment. The city will pay all of the premium cost for the employee.

The City shall provide to each member of the bargaining unit a supplemental term life/AD&D insurance policy and agrees each month to pay the group life insurance premium on each member of the bargaining unit, not to exceed \$5.00.

During the term of this agreement, the City shall provide each full-time employee covered by this agreement with additional life insurance coverage in the amount of \$15,000. The City reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance company selected by the city.

Section 4. The City reserves the right to make program modifications to the Employee Benefit Plan as may be necessary from time to time to maintain and improve the effectiveness, quality, and cost effectiveness of the plan. Mitchell Local 4166 will provide one member to sit on the Insurance advisory committee.

Section 5. Should the employer require an employee to give bond, all premiums of such bond will be paid by the employer.

Section 6. The employer shall continue in effect the insurance coverage relating to claims against the City and City employees acting in their capacity as employees at no less than existing standards of coverage, unless such coverage becomes unavailable. A copy of the present booklet is on file with Human Resources and is incorporated herein by this reference.

Section 7. In compliance with Federal and State law and Consolidate Omnibus Budget Reconciliation Act of 1985 (COBRA), the City of Mitchell is required to offer employees and their eligible dependents at the employees expense, the opportunity for a temporary extension of health and dental coverage in certain situations where coverage under the plan would otherwise end.

- A. An employee of the City of Mitchell covered by the City of Mitchell's Group Health and Dental Plan has the right to elect continuation coverage if they lose

group health and dental coverage because of one of the following qualifying events:

1. Termination of employment for reasons other than gross misconduct.
 2. Reduction in hours of employment to fewer than the number of hours required for participating in the plan.
- B. The spouse of an employee covered by the City of Mitchell's Group Health and Dental Plan, has the right to elect continuation coverage for themselves if they lose health and dental coverage for any of the following qualifying events:
1. The death of a spouse.
 2. Termination of spouse's employment (for reasons other than gross misconduct) or reduction in hours of employment.
 3. Divorce or legal separation from spouse.
 4. Spouse became eligible for Medicare.
- C. A dependent child of an employee covered by the City of Mitchell's Group Health and Dental Plan has the right to elect continuation coverage if health and dental coverage is lost for any of the following qualifying events:
1. Death of a parent.
 2. Termination of a parents' employment (for reasons other than gross misconduct) or reduction in parents' hours of employment.
 3. Parent's divorce or legal separation.
 4. Parents becoming eligible for Medicare.
 5. Dependents ceasing to be a "dependent child" under the terms of the City of Mitchell's Health and Dental Plan. Under the law the employee or a family member has the responsibility to notify the employer's personnel office of a divorce, legal separation, Medicare entitlement or enrollment, or a child losing dependent status under the City of Mitchell's Group Health and Dental Plan within 60 days of the date of the event or the date on which coverage would be lost due to the event, whichever is later.

The employee is responsible for notifying the City of Mitchell of any qualifying event. The employer is responsible for notifying the employee and/or eligible dependents of the right to elect continuation coverage in the case of the employee's death, and/or eligible dependent has 60 days from the date coverage would end to elect continuation coverage.

If you do not elect continuation coverage, your group health and dental coverage will cease.

If you elect continuation of coverage, the coverage you receive will be identical to the coverage provided under the plan to similarly situated employees or family members as of the time of coverage is being provided. You will be able to maintain continuation coverage up to 18 or 36 months depending on the qualifying event.

Continuation coverage may be terminated or denied for any of the following reasons:

1. The City of Mitchell no longer provides group health and dental coverage to any of its employees.
2. The premium for continuation coverage is not paid on time.
3. Coverage under another group health and dental plan is acquired, unless new pre-existing waiting periods are imposed.
4. Entitlement or enrollment in Medicare.

Dependent health and dental insurance coverage on children stops only under the provisions set by current Federal Law.

ARTICLE 29

FIREFIGHTERS' RETIREMENT PLAN

Section 1. Fulltime employees, participation in the South Dakota Retirement System is mandatory. A deduction of 8 percent (for Class B Public Safety) of the monthly salary is made in each payroll period and is matched by the City of Mitchell toward the retirement of the employee.

If the employee terminates employment before retirement, they have such rights to withdrawal of said retirement funds as is permissible under the SDRS.

The City agrees to facilitate the present firefighters' retirement plan in accordance with existing state laws, and city ordinances, and in compliance with SDRS.

Section 2. The City agrees that they shall not, by ordinance, during the life of this contract, in any manner reduce or lessen the benefits provided by the said retirement.

ARTICLE 30

UNIFORMS AND EQUIPMENT

Section 1. Required duty uniforms and personal protective equipment necessary to perform firefighting and emergency medical activities will be provided to each employee without cost to the employee and maintained by the City of Mitchell. Upon retirement,

termination or resignation the issued duty uniforms and personal protective equipment shall be turned in to the City.

Employees that require a work uniform change upon promotion are required to return the items from the previous rank such as badges and helmets. The City shall provide appropriate badges, insignia, helmets, and appropriate black footwear, uniforms and personal protective equipment. Duty uniforms shall conform to NFPA Standard 1975. The Committee for union-Management Cooperation shall determine an implementation process to conform to NFPA Standard 1975 and determine the duty uniform through an Administrative Policy which shall be agreed upon by the Committee for Union Management Cooperation prior to implementation.

Section 2. Personal protective equipment will be replaced as needed as determined and approved by the Assistant Fire Chief.

Section 3. The City shall furnish for the use of each new firefighter a set of training manuals or appropriate training materials.

Upon termination of employment for any reason, including retirement, the training manuals shall be returned to the City for re-issue to another employee if it is the current edition of the manual.

Section 4. Each employee is eligible to receive \$100/year for the purchase of equipment not supplied by the City.

ARTICLE 31

TUITION REIMBURSEMENT

As part of the City's tuition reimbursement policy, employees may request reimbursement for job-related educational courses and seminars which have been pre-approved by the Chief of Public Safety. Proof of attendance or successful completion and receipts must be submitted to the Chief of Public Safety within ten (10) calendar days of attendance.

ARTICLE 32

REPLACEMENT OF BROKEN ITEMS

Section 1. The City agrees to replace, without cost to the employees, personal items used by the employee broken or stolen while in the course of duty.

Section 2. Items stolen will require the filing of a police report to substantiate the claim.

Section 3. The City agrees to reimburse employees for the cost of replacing personal watches broken in the course of their duties with the City, up to the amount of \$50 per watch.

Section 4. The employee must report the items broken or stolen to their immediate supervisor within 24 hours of the event. The employee must present the claim to the Mitchell Fire Division within ten (10) days to be reviewed for consideration of reimbursement.

ARTICLE 33

GENERAL APPEAL PROCEDURES IN ACCORDANCE WITH CITY ORDINANCE #2308

Section 1. That in order to provide another method for the resolution of employment disputes and to avoid the necessity of the City Council acting as an appellate body in employment issues, it is necessary to amend the provisions of the municipal code concerning appeals to the City Council, now therefore be it Ordained that the provisions of 1-6-3 be amended as hereinafter set forth, to-wit:

Section 2. GENERAL APPEAL PROCEDURES: Unless other appeal provisions apply, any person aggrieved by any decision or other act of an authorized employee or officer of the city, excluding any employment disputes and excluding allegations of violation of law resulting in prosecution, shall have the right to appeal such act or decision to the city council. Such appeal shall be initiated by submitting a written notice of appeal to the finance officer within ten (10) business days of the action which is appealed. The finance officer shall place the matter for hearing and consideration by the city council (with personnel matters to be in executive session in conformance with law) at the next subsequent regularly scheduled meeting occurring at least five (5) business days after the notice of appeal is received. The finance officer shall notify the appellant and applicable city personnel of the time and place when and where the city council shall consider the appeal. Notice by first class mail to the appellant at the address shown on the notice of appeal shall be deemed good and sufficient notice. The city council may, in its discretion, continue an appeal hearing to another time, provided that the continuance shall not be for an unreasonable length of time.

ARTICLE 34

APPENDICES AND AMENDMENTS

All additional addenda and amendments to this agreement shall be numbered (or lettered), dated and signed by the City and the Union and shall be subject to all provisions of this agreement.

ARTICLE 35

SEPARABILITY AND SAVING CLAUSE

If any provision of this agreement is declared to be in contravention of the laws or regulations of the United States or the State of South Dakota, such provision shall no longer be enforceable, but all other provisions to this agreement shall continue in full force and effect. In the event of a dispute, the provisions hereof involved shall remain in effect until the dispute is settled by the Court or other authority having jurisdiction in the matter.

ARTICLE 36

ENTIRE AGREEMENT

Section 1. The parties acknowledge that during the negotiations which resulted in this agreement, each party had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this agreement. Therefore, the City and the Union, for the duration of this agreement, each waives the right, and each agrees that, unless required by law, the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

Section 2. This agreement may only be amended during its term by the parties' mutual agreement in writing.

Section 3. The parties further acknowledge that where a direct conflict exists between the terms and conditions as negotiated and provided in this agreement and the terms and conditions of employment as provided by any regulation, ordinance, or rule of the City, the terms of the agreement shall control and be binding upon the parties. The City of Mitchell Personnel Manual is applicable to the employees where the same is not in conflict with this agreement.

Section 4. This contract supersedes all prior written agreements and understandings and governs the entire relationship between the parties and shall be the sole source of all rights and claims covered by this contract.

ARTICLE 37

LONGEVITY

Section 1. The following schedule is to be given in the month of December to all employees who have worked, at a minimum, one full year of service for the City of Mitchell.

\$50 a year for every year of service.

ARTICLE 38

COMMITTEE FOR UNION-MANAGEMENT COOPERATION

Section 1. The parties recognize that during the period in which this agreement is in effect, problems of administration of this agreement may arise which are not now anticipated by either party. They also recognize that during such period more mutually constructive and productive relationships are likely to exist between the City and the Union and among both management and non-management employees, if both the City and the Union continue and enlarge their respective efforts to gain a better appreciation and understanding of each other's problems and objectives. They recognize frequently what first appear to be problems or areas of conflict and disagreement are actually the result of misunderstandings which are cleared away upon a complete and frank exchange of viewpoints and ideas. They believe that even though limitations are being placed upon formal collective bargaining negotiations through the extended period of this agreement, a better atmosphere in which to achieve improved day-by-day relations between the parties, which they both desire, can be created through meetings of the kind described below.

Section 2. 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 may arise concerning administration, interpretation or application of the agreement or other matters which either party believed 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 or 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.

Section 3. This committee shall also consider handling problems concerning the safety of working conditions. Each of the parties recognize the importance of protecting the health, life, and limb of employees, and the City will make every reasonable effort to improve conditions that promote health and safety among the City employees. This committee may make recommendations respecting conditions which, in its opinion, would make the working conditions safer.

Section 4. The committee shall be composed of three (3) Union Representatives appointed by the Union. The Chief of Public Safety, Human Resource Director, and two (2) designees appointed by the Chief. Any recommendations to be made to the division concerning work rules or other work directives or conditions, must be adopted by the majority of the committee.

ARTICLE 39

DEFINITIONS

Section 1. When the words "shift employee" are used in this agreement, such words shall mean those employees assigned to a rotating twenty-four (24) hour shift schedule, as distinguished from those employees assigned to a forty (40) hour 7-day schedule, who may be described in this agreement as "40-hour employees."

Section 2. "The department" shall mean the Mitchell Department of Public Safety.

Section 3. "The Chief" shall mean the Chief of the Department of Public Safety.

Section 4. "The Division" means Fire and EMS.

Section 5. "Assistant Fire Chief" shall mean the Chief of the Mitchell Department of Public Safety Fire and EMS Division.

Section 6. "Shift Captain" shall mean a Captain who is in charge of the station.

Section 7. "Officer in Charge" is the designated employee who acts in a captain capacity who is in charge of the station.

Section 8. "Member" for purposes of this agreement is an employee of the Mitchell Fire division who is covered by the IAFF bargaining unit.

Section 9. The employee's step anniversary date, for purposes of step advancement eligibility, is the day and month established when an employee is placed into a new pay grade as the result of hire, promotion, reduction in rank, or transfer to another classification with a different pay grade. An employee's step anniversary date may be

adjusted if the employee's service is interrupted by unpaid leave of 30 or more calendar days, if an employee's step advancement is delayed without retroactivity on the basis of performance, or if the date is adjusted as the result of the terms of this agreement. If cause is shown on the basis of performance and a step increase is delayed, the month and day when the step is eventually granted will become the employee's new step anniversary date. The year of the step anniversary date changes as the employee moves step to step.

Section 10. "Regular base hourly rate" as used in this agreement is the rate at which an employee would be paid for one hour of regular non-overtime work in his current rank and pay step. This rate does not include any bonuses, special rates, or other payments except as specifically provided in the Fair Labor Standards Act for purposes of determining overtime rates.

Section 11. Regular Part-time Employee: The term part-time employee means any employee whose normal work is in an occupation in which their services are not required for the customary scheduled full-time hours prevailing in the establishment in which they are employed, or who, owing to personal circumstances, does not customarily work the customary scheduled full-time hours prevailing in the establishment in which they are employed.

Section 12. Probationary employee: All employees' hired by the City of Mitchell must complete a 12 month probationary period for the purpose of assessing the individual's ability to perform their assigned duties.

ARTICLE 40

TRANSFERS

Section 1. Except in an emergency, an employee shall be given notice of shift change at least ten calendar days prior to the effective date.

Section 2. Shift changes shall either be instigated by the Assistant Fire Chief or by employee request. Shift changes will have priority over new applications only when qualifications are met.

Section 3. Part-time employees meeting the requirements of Article 6 section 5, will be given the first consideration to fill an opening for a full time position with the Mitchell Fire Division. This consideration, however, does not entitle the individual to an automatic promotion or transfer to a higher level of employment. If, in the event an internal promotion or transfer is not in the best interest of the City, the city may hire from outside. All selections shall be based on merit and fitness to fill the job vacancy.

ARTICLE 41

OUTSIDE EMPLOYMENT

Section 1. It is agreed that the City shall have no objection to off-duty employees being engaged in any secondary work or business, consistent with the official rules and regulations of the Mitchell Fire Division provided that:

- A. Employment with the Mitchell Fire Division is considered primary employment of the individual working in a full-time capacity.
- B. The outside employment does not interfere with the proper discharge of his duties and responsibilities as a Fire Fighter or negatively impact the integrity and credibility of the Division as determined by the Chief of Public Safety.
- C. The employee does not wear a Mitchell Fire Division uniform or any clothing that states Mitchell Fire Division. The employee does not conduct fire investigations inside the corporate limits of the City of Mitchell. The employee does not avail himself of official Mitchell Fire Division equipment, records, documents, files or services, or involve service of the City without pre-approval of the Fire Chief.
- D. The employee in no way exploits his connection with the Mitchell Fire Division in the course of outside employment.

Section 2. The City shall not be held liable for any of the employee's activities directly related to his outside employment.

Section 3. Any new hires after January 1st, 2014 must reside within 15 minutes of City limits. The time frame is under normal conditions, adhering to all traffic laws and during normal weather conditions. The new hire will have six (6) months from date of hire to comply with this Article.

ARTICLE 42

GENDER

Wherever the male gender is used in this agreement, it shall be construed to include male and female employees.

ARTICLE 43

DISCIPLINE AND DISCHARGE

Section 1. No person or employee holding an office of positions classified and graded under the provisions of this agreement shall be suspended, removed, discharged, or reduced from his position, except for just cause, which shall not be race, creed, color, national origin, gender, political, or religious affiliation.

Section 2. The following will be considered as causes for discharge, suspension, or reduction of an officer or employee with the City of Mitchell, although discharges, suspensions, or reductions may be made for other causes:

- A. Drinking on the job or arriving on the job under the influence of alcoholic beverages or other drugs as referenced in Article 44.
- B. Repeated failure to follow orders of one's supervisor, and inability to get along with fellow employees so work being done is hindered and not up to required levels.
- C. Being absent from work without permission or failure to report to the supervisor when one is absent.
- D. Being habitually absent or tardy.
- E. Failure to perform the assigned work in an efficient and safe manner.
- F. Being wasteful of material, property or working time.
- G. Conduct which is unbecoming to a city employee.
- H. Conviction of a felony.
- I. Conviction of a felony or Class I Misdemeanor (termination upon conviction of felony will be automatic; termination on the conviction of a class I misdemeanor will be in the discretion of the Chief).

Any employee charged with any criminal charge of a Class I Misdemeanor or felony in any jurisdiction shall notify the Chief or Assistant Chief of the Division. Such notification shall be made prior to or immediately upon the employee reporting for duty following the filing of such charges.

Section 3. A person removed, discharged, suspended, or reduced from his position shall be furnished by Chief of Public Safety with the reasons in writing, with a copy of such supplied to a Union representative, for such action.

Section 4. Within ten (10) calendar days after the removal, discharge, suspension or reduction of a person holding a position in the Mitchell Fire Division, such person may file a written notice of disagreement (Article 33, Appeal Process).

ARTICLE 44

DRUG AND ALCOHOL-FREE WORKPLACE PLAN

Section 1. It is the responsibility of all City employees to abide by the terms of the City's Drug and Alcohol-Free Workplace policies as a condition of employment. Any violations or noncompliance with these policies will subject an employee to disciplinary action up to and including termination. The extent and type of action taken with an employee who violates these policies will be based upon:

- A. The seriousness of the violation or offense;
- B. The employee's past employment and performance record;
- C. The impact of the violation upon the employee's future job performance; and
- D. The employee's willingness to participate in controlled substance or alcohol abuse assistance and rehabilitation.

Section 2. It is mutually agreed that the City and the Union will encourage employees to seek assistance whenever necessary to overcome a drug or alcohol abuse problem. The City provides access to controlled substance and alcohol abuse counseling and rehabilitation through the City's Employee Assistance Program (EAP) for all of its full-time employees. Employees needing help in dealing with such problems are encouraged to use the Employee Assistance Program and health insurance plan to aid them in overcoming their illness. Conscientious efforts to seek such help will not jeopardize any employee's job, and contacts with the EAP, initiated only by the employee, will not be known or noted in any personnel record.

An employee shall be permitted to take a Family/Medical leave of absence, as provided in the Leaves of Absence article of this agreement, for the purpose of undergoing medically supervised substance abuse treatment and rehabilitation through a treatment program approved by the City, and may be permitted to use accumulated sick leave during that leave provided that such a leave of absence is requested by the employee and approved by the City prior to any violation of the City's Drug and Alcohol-Free Workplace policies, or the commission of any other act subject to disciplinary action by the City. Such leave and use of sick leave may not be approved if requested after the employee has violated the provisions of the Drug and Alcohol-Free Workplace policies.

Section 3. The City's Drug and Alcohol-Free Workplace Plan insofar as it impacts the terms and conditions of employment for employees covered by this agreement, shall not be modified unless negotiated with the Union. The City reserves the right to make modifications as may be required by law, and agrees to notify and discuss such modifications with the Union whenever such modifications are required which may impact the terms or conditions of employment of employees covered by this agreement.

Section 4. The City of Mitchell may request that the employee undergo drug and alcohol testing if there is a "reasonable suspicion" that the employee is believed to be under the influence of drugs or alcohol during working hours. "Reasonable suspicion" means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:

- A. A pattern of abnormal or erratic behavior which is so unusual that it warrants summoning a supervisor, department head or other individual for assistance.
- B. Information provided by a reliable and credible source with personal knowledge.
- C. Direct observation of drug or alcohol use.
- D. Presence of the physical symptoms of drug or alcohol use; (i.e. glossy or blood-shot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes).
- E. Possession of substances in violation of the City's drug and alcohol policy.

The employee, where "reasonable suspicion" exists, may be asked to submit to blood and urine testing by a qualified medical physician or hospital at the City's expense. Prior to testing, the proper authority shall secure a signed release statement from the employee to have the hospital/physician release medical information to the City of Mitchell.

In addition the city reserves the right to require all employees to submit to random drug testing upon request of the city.

An employee who refuses to consent to a drug and alcohol test when reasonable suspicion exists may be subject to disciplinary action.

A positive result from the drug and/or alcohol test confirming the reasonable suspicion may result in disciplinary action.

The proper authority is required to detail in writing the specific facts, symptoms, or observations which led to the reasonable suspicion. This documentation shall be given to

the finance officer and placed in the employees personnel file only if confirmed by the drug and/or alcohol test.

All information from an employee's drug and/or alcohol test is confidential, and only those with a need to know are to be informed of the results. Disclosure of the test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee.

Section 5. The following shall be the policy of the City of Mitchell:

- A. The unlawful manufacture, distribution, dispensing, possession or use of controlled drugs or substances, or the use of alcohol while on duty, on or off business property owned or leased by the City is proper cause for disciplinary action.
- B. Any illegal controlled drug or substance possessed while on duty by employees will be turned over to the appropriate criminal justice agencies and may result in criminal prosecution.
- C. Employees are not permitted to be under the influence of controlled drugs or substances or alcohol on the job, except as provided in item "D".
- D. The legal use of controlled drugs or substances prescribed by a licensed physician is not prohibited, but employees in positions where side effects of the prescribed medication could affect performance and safety on the job are required to make such use known to their immediate supervisor.
- E. The illegal use, sale, and possession of controlled drugs or substances while off duty and off City property which results in criminal convictions is unacceptable. Off-duty, alcohol-related, criminal convictions are also unacceptable. They may affect the job performance and the confidence of the public in the City's ability to meet its responsibilities. Such off-the-job conduct may be proper cause for disciplinary action.
- F. Post-Accident: Any Fire Division employee involved in a motor vehicle accident meeting any of the following parameters shall be tested.
 - 1. If City property is damaged it shall be at the Chief of public Safety's discretion.
 - 2. Any vehicle must be towed from the accident scene.
 - 3. Anyone is required to be transported to a hospital by ambulance.

Section 6. Drugs to be tested for will be at the discretion and prescription of Occupational Health.

Section 7. Employee responsibilities:

- A. An employee must not report to work while their ability to perform their assigned job duties is impaired due to on or off duty alcohol or drug use. Employees called in for emergency duty to work outside their regular work schedule must not report to work impaired by off-duty alcohol or drug use.
- B. An employee must not possess or use alcohol or illegal drugs or prescription drugs without a prescription during working hours or while subject to duty, on breaks, or during meal periods.
- C. An employee must notify their supervisor, before beginning work, when taking any medication or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of City equipment.
- D. An employee must notify their immediate supervisor of any drug or alcohol related criminal statute conviction no later than five (5) days after such conviction.
Any violations of the above may result in disciplinary action.

Section 8. Management Responsibilities and Guidelines:

- A. Supervisors and department heads shall not physically search the persons of employees nor shall they search the personal possessions of employees without the freely given consent of, and in the presence of, the employee.
- B. Supervisors and department heads shall notify the appropriate law enforcement agency when they have reasonable suspicion to believe that an employee may have illegal drugs in their possession or in an area jointly or fully controlled by the City of Mitchell.
- C. Any supervisor or department head encountering an employee who refuses to consent to a drug and/or alcohol analysis when “reasonable suspicion” has been identified, shall remind the employee of the requirements of the policy and that they may be subject to disciplinary action. The reason(s) for the refusal shall be considered in determining the appropriate disciplinary action. Where there is reasonable suspicion that the employee is under the influence of alcohol or drugs, the supervisor should direct the employee to remain at work for a reasonable time until the employee can be safely transported home.
- D. Nothing in this policy shall be interpreted as constituting any waiver of or limitation on the City’s responsibility to maintain discipline, or the right to invoke disciplinary measures, nor the employee’s right to due process and the processing of grievances concerning such disciplinary measures in accordance with the grievance procedure outlined in Article 19.

- E. Whenever disciplinary action is used in this policy, it shall include but is not limited to; oral reprimand, written reprimand, suspension, demotion or discharge.
- F. Each employee will be given a copy of the City's policy on Drug and Alcohol Substance Abuse.
- G. No employee's job security or promotional opportunities will be jeopardized by their request for assistance in problems relating to alcohol and chemical abuse. Employees who refuse evaluation/diagnosis (and treatment if indicated) or who do not respond to treatment will be handled in accordance with the city policy for unacceptable job performance.

Section 9. Employee Assistance Program (EAP): The city provides an Employee Assistance Program to all full-time employees. This program is designed to help employees or family members with problems that they are experiencing in their lives. These may be family related, marital, legal issues, alcohol and drug related concerns, job related matters, or any other issues that an employee may have. This assessment and referral is a benefit paid for by the City of Mitchell.

Section 10. This article shall not supersede an employee's state or federal constitutional rights.

ARTICLE 45

WELLNESS AND PHYSICAL FITNESS

Section 1. The City and the Union agree that firefighter wellness and physical fitness are in the best interest of the City and firefighters, and that physical performance is an essential element of the job of a firefighter. The City shall allow one hour per scheduled work day for employees to perform physical fitness training.

Section 2. The City and the Union support the efforts of the International Association of Fire Fighters (IAFF) and the International Association of Fire Chiefs (IAFC) to develop wellness, fitness and physical standards for candidates and incumbents.

ARTICLE 46

MEAL ALLOWANCE

Shift employees shall be paid a Meal Allowance of \$.45/hr for each hour worked for a maximum of \$10.80 for each 24 hour shift. Meal Allowance shall not be paid for any hours of leave taken by the employee or scheduled "School Days".

ARTICLE 47

FIELD TRAINING OFFICER PAY

Field training officers (FTO) engaged in the training of new employees under authorization of the public safety director, shall be compensated at the rate of \$1.50 per hour for actual hours of service. This is in addition to their regular applicable pay rates.

ARTICLE 48

DURATION OF AGREEMENT

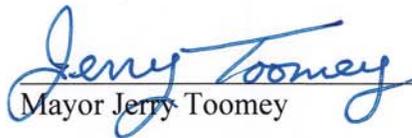
Section 1. This agreement shall be effective as of January 1, 2017 and shall remain in full force and effect until December 31, 2019.

Section 2. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing, by registered mail, at least 180 days prior to the annual anniversary date that it desires to modify this agreement.

Section 3. In the event such notice is given, every attempt will be made for negotiations to be initiated during, or prior to the City of Mitchell budget hearings, but shall begin no later than 150 days prior to the anniversary date of this agreement.

FOR THE EMPLOYER:

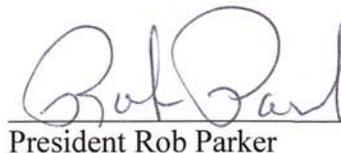
CITY OF MITCHELL



Mayor Jerry Toomey

FOR THE UNION:

INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, LOCAL 4166



President Rob Parker

EXHIBIT A
(Article 5)

AUTHORIZATION FOR PAYROLL DEDUCTION

IAFF LOCAL 4166

To the City of Mitchell, South Dakota, I, _____,
hereby authorize and direct the City to deduct from my wages each month for regular
biweekly membership dues to be paid to the elected Treasurer of the Union. This
authorization is revocable at any time upon my giving the Mitchell Fire Division payroll
clerk of the City, notice of cancellation, ten (10) days before any pay period of the month.

Signature: _____

Address: _____

City: _____

Date: _____

EXHIBIT C
(Article 18)

MITCHELL FIRE DIVISION
GENERAL RULES AND REGULATIONS

1. The Mitchell Fire Division shall provide all members a copy of the General Rules and Regulations as well as a copy of the “Personnel Manual” at the start of employment, and any changes will be posted on the Mitchell Fire Division bulletin boards.
2. Each member shall read and familiarize themselves with the General Rules and Regulations pertaining to the Fire Division and the City’s “Personnel Manual” shall conform to and promptly and safely obey these rules.
3. All general and special rules and regulations that are hereafter properly issued by the Chief of Public Safety and shall have the same authority as the General Rules and Regulations now used.
4. Violations of any of these General Rules and Regulations are considered offenses, and any member guilty of same shall be subject to disciplinary action up to and including termination from employment. The interpretation of these General Rules and Regulations is subject to the grievance procedure provided for by City of Mitchell and included in Article 19 of this agreement, except in those matters identified as being subject to the City Council appeal process in Article 33 of this agreement.
 - a. Normal chain of command shall be used for the daily operation of the Mitchell Fire Division excluding items covered by the grievance procedure:
 - 1) Shift Captain/Station Officer
 - 2) Assistant Chief
 - 3) Chief of Public Safety
5. Each member shall treat all City employees and the public with courtesy, consideration, and respect.
6. Each member shall, to the best of their ability and endeavor, do their full duty.
 - a. It is the duty of each member to keep physically fit for active, efficient performance of their duties as a Fire Fighter.
 - b. It shall be the duty of each member to attend all alarms to which the company is assigned, unless excused by the Superior Officer.

- c. Each member shall direct and coordinate his efforts to maintain the highest standards of efficiency that are possible.
 - d. No member scheduled for duty shall be absent without permission from the Officer in Charge except in case of sickness or disability. Then the member should notify the Officer in Charge of an assigned shift as soon as practical, but no later than 0700 hours on duty day. A member returning from sick leave shall notify the Officer in Charge of an assigned shift no later than 0700 hours on duty day.
 - e. No member shall feign or simulate sickness or disability or conceal the facts or make false statements of sickness or disability.
 - f. The Officer in Charge may relieve an employee who is physically or mentally unfit for duty. To determine fitness for duty the Chief of Public Safety or designated representative may require the employee, or the employee may request, to submit to a fitness for duty examination by a City-designated physician.
 - g. Each member shall be punctual in reporting for a tour of duty.
 - h. Each member shall study firefighting principles and manuals and by practice in use of equipment and by participation in evolutions and strive for greater personnel efficiency and better company performance. Each member should feel a personal responsibility to use good judgment, skill, and initiative to avoid injury and loss of life and property.
 - i. Each member shall be held responsible for having proper personal protection equipment on the assigned apparatus, to be worn when appropriate.
 - j. All personal protection equipment, when deemed unfit for service by the Assistant Chief, shall be replaced on a one for one basis.
 - k. Smoking is prohibited in all City buildings pursuant to SDCL 22-36-2.
7. Permanent and temporary transfers of each member shall be made by the Assistant Chief subject to the approval of the Chief of Public Safety.

Applicants for transfer from one station or shift to another by a member shall be made in writing, stating reasons for transfer, and forwarded through the proper channels to the Fire Chief with the approval or disapproval of the intermediate officers with their opinions stated in writing.

8. Each member shall use due caution to prevent injury or accident to other members and loss or damage to department equipment and property.

- a. A member shall report to the Chief of Public Safety through proper channels any accident resulting in injury and/or damaging City equipment and property according to established City reporting procedures.
 - b. A member injured while on duty shall, as soon as possible, notify the Station Officer, giving facts and names of witnesses and complete the required forms. This shall be done in all cases no matter how slight the injury may be. The Station Officer shall file the necessary reports of said injury on the proper forms.
9. Each member is required to have a telephone at his place of residence and the telephone number on file with the Mitchell Fire Division. In case of a change of address or telephone number, the member shall report such change to the Officer in Charge within five calendar days.
 10. Each member is subject to call-in at any time when an emergency requires his presence, except when on sick leave, absence due to work related injury, military leave, family sickness, or funeral leave.
 11. No member shall report for duty while under the influence of alcohol or illegal drugs, nor shall any member indulge in the use of alcohol or illegal drugs while on duty or on standby. Employees are required to notify their Supervisor of any legal use of controlled drugs prescribed by a licensed physician.
 12. The Mitchell Fire Division office telephone system is maintained for the transaction of Mitchell Fire Division business, and its personal use shall be limited. The office phones or phone numbers shall not be used for conducting business calls for outside or self-employment. Only under extraordinary circumstances shall other departmental phones be used for conducting business calls for outside or self-employment during normal City business hours.
 13. No solicitations by nonmembers of the Mitchell Fire Division shall be tolerated without permission from the Chief of Public Safety.
 14. No member shall use his association with the Mitchell Fire Division as a means to solicit donations or subscriptions from the public without permission from the Chief of Public Safety.
 15. All visitors will be courteously received but shall not be allowed to loiter about the fire stations.
 16. When a member wishes to resign from the Mitchell Fire Division, two weeks' notice may be given to the Chief of Public Safety.
 17. Upon the retirement, resignation, or dismissal from the Mitchell Fire Division, any member shall return uniforms and personal protection equipment or clothing as

specified in Article 30, Section 3. Otherwise, salary which may be due will be held in forfeiture of same.

18. Each member of the Mitchell Fire Division, while engaged in training, will limit all personal phone calls that are not of an emergency nature.
19. Each member of the Mitchell Fire Division will wear the regulation duty uniforms of the Mitchell Fire Division while on duty and may wear the Mitchell Fire Division regulation duty uniform when proceeding to and from a duty station.
20. No member, while off duty, will wear the Mitchell Fire Division regulation duty uniform or any part thereof except for extra duty assignments or other functions when approved by the Chief of Public Safety.
21. Old work uniforms, when deemed unfit for regular station wear by the Station Officer, may be worn for maintenance projects that may deface the regulation duty uniform. Shoulder patches must be removed whenever old uniforms are no longer worn.
22. All members shall be responsible for the general housecleaning, grounds work, and maintenance at their assigned station. The amount of time spent on maintenance shall not unreasonably interfere with training practices. Major construction will be done on a volunteer basis.
23. All members shall be trained in the basic concept of firefighting as taught by the International Fire Service Training Association's set of text books published by the Department of Fire Protection at Oklahoma University.
24. Any member called in for emergency or extra duty will report to the location specified.

Employee signature Date Designated Representative

If management's response to this grievance is rejected, it is the aggrieved employee's responsibility to pursue the matter, if he chooses, to the next step in the procedure. Indicate below the acceptance or rejection of Management's response at each level, and if rejected, the reasons for rejection.

Date received by Chief Officer in charge Chief Officer in Charge

Aggrieved employee initials _____

Chief Officer in Charge

Date _____ (To be signed and initialed at a face-to-face meeting between parties)

Chief Officer's response: Accepted Rejected (circle one)

Relief granted or reason for rejection _____

Date received by Fire Chief Fire Chief

Aggrieved employee initials _____

Fire Chief

Date _____ (To be signed and initialed at a face-to-face meeting between parties)

Fire Chief's response: Accepted Rejected (circle one)

Relief granted or reason for rejection

Date filed with outside agency _____

Agency filed with

File number _____ Contact person _____

Date of hearing	Date briefs due	Date of ruling
-----------------	-----------------	----------------

Ruling

Exhibit E

2017 City of Mitchell Proposed Pay Plan (1.25% Steps, 103% Market, 1.25% applied for 2017)																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
1	22,089.90	22,366.03	22,645.60	22,928.67	23,215.28	23,505.47	23,799.29	24,096.78	24,397.99	24,702.97	25,011.75	25,324.40	25,640.96	25,961.47	26,285.99	26,614.56	26,947.24	27,284.08
2	23,208.21	23,498.31	23,792.04	24,089.44	24,390.56	24,695.44	25,004.13	25,316.68	25,633.14	25,953.55	26,277.97	26,606.45	26,939.03	27,275.77	27,616.71	27,961.92	28,311.45	28,665.34
3	24,383.12	24,687.91	24,996.51	25,308.97	25,625.33	25,945.64	26,269.96	26,598.34	26,930.82	27,267.45	27,608.30	27,953.40	28,302.82	28,656.60	29,014.81	29,377.50	29,744.71	30,116.52
4	25,617.52	25,937.74	26,261.96	26,590.23	26,922.61	27,259.14	27,599.88	27,944.88	28,294.19	28,647.87	29,005.97	29,368.54	29,735.65	30,107.34	30,483.69	30,864.73	31,250.54	31,641.17
5	26,914.40	27,250.83	27,591.47	27,936.36	28,285.57	28,639.14	28,997.13	29,359.59	29,726.58	30,098.17	30,474.39	30,855.32	31,241.02	31,631.53	32,026.92	32,427.26	32,832.60	33,243.01
6	28,276.94	28,630.41	28,988.29	29,350.64	29,717.52	30,088.99	30,465.10	30,845.92	31,231.49	31,621.89	32,017.16	32,417.37	32,822.59	33,232.87	33,648.28	34,068.89	34,494.75	34,925.93
7	29,708.47	30,079.82	30,455.82	30,836.52	31,221.97	31,612.25	32,007.40	32,407.49	32,812.59	33,222.74	33,638.03	34,058.50	34,484.24	34,915.29	35,351.73	35,793.63	36,241.05	36,694.06
8	31,212.46	31,602.61	31,997.64	32,397.62	32,802.59	33,212.62	33,627.78	34,048.12	34,473.72	34,904.65	35,340.95	35,782.72	36,230.00	36,682.87	37,141.41	37,605.68	38,075.75	38,551.70
9	32,792.59	33,202.49	33,617.53	34,037.74	34,463.22	34,894.01	35,330.18	35,771.81	36,218.96	36,671.69	37,130.09	37,594.22	38,064.14	38,539.95	39,021.69	39,509.47	40,003.33	40,503.38
10	34,452.71	34,883.37	35,319.41	35,760.91	36,207.92	36,660.52	37,118.77	37,582.76	38,052.54	38,528.20	39,009.80	39,497.42	39,991.14	40,491.03	40,997.17	41,509.63	42,028.50	42,553.86
11	36,196.88	36,649.34	37,107.46	37,571.30	38,040.94	38,516.45	38,997.91	39,485.38	39,978.95	40,478.69	40,984.67	41,496.98	42,015.69	42,540.89	43,072.65	43,611.06	44,156.20	44,708.15
12	38,029.35	38,504.71	38,986.02	39,473.35	39,966.76	40,466.35	40,972.18	41,484.33	42,002.89	42,527.92	43,059.52	43,597.76	44,142.74	44,694.52	45,253.20	45,818.87	46,391.60	46,971.50
13	39,954.58	40,454.02	40,959.69	41,471.69	41,990.08	42,514.96	43,046.40	43,584.48	44,129.28	44,680.90	45,239.41	45,804.90	46,377.46	46,957.18	47,544.15	48,138.45	48,740.18	49,349.43
14	41,977.28	42,502.00	43,033.27	43,571.19	44,115.83	44,667.28	45,225.62	45,790.94	46,363.33	46,942.87	47,529.65	48,123.77	48,725.32	49,334.39	49,951.07	50,575.46	51,207.65	51,847.74
15	44,102.38	44,653.66	45,211.83	45,776.98	46,349.19	46,928.56	47,515.17	48,109.11	48,710.47	49,319.35	49,935.84	50,560.04	51,192.04	51,831.94	52,479.84	53,135.84	53,800.04	54,472.54
16	46,335.07	46,914.25	47,500.68	48,094.44	48,695.62	49,304.32	49,920.62	50,544.63	51,176.44	51,816.14	52,463.84	53,119.64	53,783.64	54,455.93	55,136.63	55,825.84	56,523.66	57,230.21
17	48,680.78	49,289.29	49,905.41	50,529.22	51,160.84	51,800.35	52,447.85	53,103.45	53,767.24	54,439.33	55,119.83	55,808.82	56,506.43	57,212.77	57,927.92	58,652.02	59,385.17	60,127.49
18	51,145.24	51,784.56	52,431.87	53,087.26	53,750.86	54,422.74	55,103.03	55,791.81	56,489.21	57,195.33	57,910.27	58,634.15	59,367.07	60,109.16	60,860.53	61,621.28	62,391.55	63,171.44
19	53,734.47	54,406.15	55,086.23	55,774.81	56,471.99	57,177.89	57,892.62	58,616.27	59,348.98	60,090.84	60,841.97	61,602.50	62,372.53	63,152.19	63,941.59	64,740.86	65,550.12	66,369.50
20	56,454.78	57,160.46	57,874.97	58,598.41	59,330.89	60,072.52	60,823.43	61,583.72	62,353.52	63,132.94	63,922.10	64,721.13	65,530.14	66,349.27	67,178.63	68,018.37	68,868.60	69,729.45
21	62,315.51	63,094.46	63,883.14	64,681.68	65,490.20	66,308.83	67,137.69	67,976.91	68,826.62	69,686.95	70,558.04	71,440.01	72,333.01	73,237.18	74,152.64	75,079.55	76,018.04	76,968.27
22	68,784.67	69,644.48	70,515.03	71,396.47	72,288.92	73,192.54	74,107.44	75,033.79	75,971.71	76,921.35	77,882.87	78,856.41	79,842.11	80,840.14	81,850.64	82,873.77	83,909.70	84,958.57
23	75,925.40	76,874.47	77,835.40	78,808.34	79,793.45	80,790.87	81,800.75	82,823.26	83,858.55	84,906.78	85,968.12	87,042.72	88,130.75	89,232.39	90,347.79	91,477.14	92,620.60	93,778.36
24	83,807.44	84,855.03	85,915.72	86,989.66	88,077.04	89,178.00	90,292.72	91,421.38	92,564.15	93,721.20	94,892.72	96,078.88	97,279.86	98,495.86	99,727.06	100,973.65	102,235.82	103,513.76
25	92,507.73	93,664.08	94,834.88	96,020.31	97,220.57	98,435.82	99,666.27	100,912.10	102,173.50	103,450.67	104,743.80	106,053.10	107,378.76	108,721.00	110,080.01	111,456.01	112,849.21	114,259.83
26	102,111.22	103,387.61	104,679.96	105,988.46	107,313.31	108,654.73	110,012.92	111,388.08	112,780.43	114,190.18	115,617.56	117,062.78	118,526.06	120,007.64	121,507.74	123,026.58	124,564.42	126,121.47
27	112,711.69	114,120.58	115,547.09	116,991.43	118,453.82	119,934.49	121,433.67	122,951.60	124,488.49	126,044.60	127,620.15	129,215.41	130,830.60	132,465.98	134,121.81	135,798.33	137,495.81	139,214.50

19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	
S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	Grade
27,625.13	27,970.45	28,320.08	28,674.08	29,032.51	29,395.41	29,762.86	30,134.89	30,511.58	30,892.97	31,279.13	31,670.12	32,066.00	32,466.82	32,872.66	33,283.57	1
29,023.66	29,386.45	29,753.78	30,125.71	30,502.28	30,883.56	31,269.60	31,660.47	32,056.23	32,456.93	32,862.64	33,273.42	33,689.34	34,110.46	34,536.84	34,968.55	2
30,492.98	30,874.14	31,260.07	31,650.82	32,046.45	32,447.04	32,852.62	33,263.28	33,679.07	34,100.06	34,526.31	34,957.89	35,394.86	35,837.30	36,285.27	36,738.83	3
32,036.69	32,437.15	32,842.61	33,253.14	33,668.81	34,089.67	34,515.79	34,947.23	35,384.08	35,826.38	36,274.21	36,727.63	37,186.73	37,651.56	38,122.21	38,598.74	4
33,658.54	34,079.28	34,505.27	34,936.58	35,373.29	35,815.46	36,263.15	36,716.44	37,175.39	37,640.09	38,110.59	38,586.97	39,069.31	39,557.67	40,052.14	40,552.80	5
35,362.51	35,804.54	36,252.10	36,705.25	37,164.06	37,628.61	38,098.97	38,575.21	39,057.40	39,545.62	40,039.94	40,540.44	41,047.19	41,560.28	42,079.78	42,605.78	6
37,152.73	37,617.14	38,087.36	38,563.45	39,045.49	39,533.56	40,027.73	40,528.08	41,034.68	41,547.61	42,066.96	42,592.79	43,125.20	43,664.27	44,210.07	44,762.70	7
39,033.59	39,521.51	40,015.53	40,515.73	41,022.17	41,534.95	42,054.14	42,579.81	43,112.06	43,650.96	44,196.60	44,749.06	45,308.42	45,874.77	46,448.21	47,028.81	8
41,009.67	41,522.29	42,041.32	42,566.83	43,098.92	43,637.66	44,183.13	44,735.42	45,294.61	45,860.79	46,434.05	47,014.48	47,602.16	48,197.18	48,799.65	49,409.64	9
43,085.78	43,624.35	44,169.66	44,721.78	45,280.80	45,846.81	46,419.90	47,000.15	47,587.65	48,182.49	48,784.77	49,394.58	50,012.02	50,637.17	51,270.13	51,911.01	10
45,267.00	45,832.84	46,405.75	46,985.82	47,573.14	48,167.81	48,769.90	49,379.53	49,996.77	50,621.73	51,254.50	51,895.18	52,543.87	53,200.67	53,865.68	54,539.00	11
47,558.64	48,153.12	48,755.04	49,364.48	49,981.53	50,606.30	51,238.88	51,879.37	52,527.86	53,184.46	53,849.26	54,522.38	55,203.91	55,893.96	56,592.63	57,300.04	12
49,966.30	50,590.88	51,223.26	51,863.55	52,511.85	53,168.25	53,832.85	54,505.76	55,187.08	55,876.92	56,575.38	57,282.57	57,998.61	58,723.59	59,457.63	60,200.85	13
52,495.84	53,152.04	53,816.44	54,489.15	55,170.26	55,859.89	56,558.14	57,265.11	57,980.93	58,705.69	59,439.51	60,182.50	60,934.79	61,696.47	62,467.68	63,248.52	14
55,153.44	55,842.86	56,540.90	57,247.66	57,963.25	58,687.80	59,421.39	60,164.16	60,916.21	61,677.66	62,448.64	63,229.24	64,019.61	64,819.85	65,630.10	66,450.48	15
57,945.59	58,669.91	59,403.28	60,145.82	60,897.64	61,658.86	62,429.60	63,209.97	64,000.10	64,800.10	65,610.10	66,430.22	67,260.60	68,101.36	68,952.63	69,814.53	16
60,879.08	61,640.07	62,410.57	63,190.70	63,980.59	64,780.34	65,590.10	66,409.98	67,240.10	68,080.60	68,931.61	69,793.25	70,665.67	71,548.99	72,443.35	73,348.89	17
63,961.09	64,760.60	65,570.11	66,389.73	67,219.60	68,059.85	68,910.60	69,771.98	70,644.13	71,527.18	72,421.27	73,326.54	74,243.12	75,171.16	76,110.80	77,062.18	18
67,199.12	68,039.10	68,889.59	69,750.71	70,622.60	71,505.38	72,399.20	73,304.19	74,220.49	75,148.25	76,087.60	77,038.69	78,001.68	78,976.70	79,963.91	80,963.46	19
70,601.07	71,483.58	72,377.13	73,281.84	74,197.87	75,125.34	76,064.41	77,015.21	77,977.90	78,952.63	79,939.53	80,938.78	81,950.51	82,974.89	84,012.08	85,062.23	20
77,930.37	78,904.50	79,890.81	80,889.44	81,900.56	82,924.32	83,960.87	85,010.38	86,073.01	87,148.93	88,238.29	89,341.27	90,458.03	91,588.76	92,733.62	93,892.79	21
86,020.55	87,095.81	88,184.50	89,286.81	90,402.90	91,532.93	92,677.09	93,835.56	95,008.50	96,196.11	97,398.56	98,616.04	99,848.74	101,096.85	102,360.56	103,640.07	22
94,950.59	96,137.47	97,339.19	98,555.93	99,787.88	101,035.23	102,298.17	103,576.90	104,871.61	106,182.50	107,509.78	108,853.66	110,214.33	111,592.01	112,986.91	114,399.24	23
104,807.69	106,117.78	107,444.25	108,787.31	110,147.15	111,523.99	112,918.04	114,329.51	115,758.63	117,205.62	118,670.69	120,154.07	121,656.00	123,176.70	124,716.40	126,275.36	24
115,688.08	117,134.18	118,598.35	120,080.83	121,581.84	123,101.62	124,640.39	126,198.39	127,775.87	129,373.07	130,990.23	132,627.61	134,285.46	135,964.02	137,663.57	139,384.37	25
127,697.99	129,294.21	130,910.39	132,546.77	134,203.61	135,881.15	137,579.67	139,299.41	141,040.65	142,803.66	144,588.71	146,396.07	148,226.02	150,078.84	151,954.83	153,854.26	26
140,954.69	142,716.62	144,500.58	146,306.83	148,135.67	149,987.37	151,862.21	153,760.49	155,682.49	157,628.52	159,598.88	161,593.87	163,613.79	165,658.96	167,729.70	169,826.32	27

IAFF ELIGIBLE POSITIONS

DEPT	POSITION	GRADE	FLSA
FD/2	Fire Marshal	20	E
FD/3	Battalion Chief	20	N
FD/4	Firefighter/Paramedic	17	N
FD/5	Firefighter/EMT	15	N

Exhibit F

**City of Mitchell
Fire Department Light/Limited Duty**

The purpose of this policy is to establish guidelines for light/limited duty for employees in the Mitchell Fire/Ambulance Service. The goals of this policy are to meet the work needs of the City and aid employees in return to normal duty. This policy is established to facilitate compliance with the medical requirements in the adoption of NFPA 1582 beginning in 2007.

General Instructions:

Light/limited duty will be temporary assignments ONLY, not to exceed six months.

Light/limited duty will be considered for those employees who have work restrictions that make them unable to perform their normal duties.

Light/limited duty will be considered when there is work available that meets an employee's work restrictions. The City may require exam and/or documentation by a physician at any time to clarify this process. The chief or designee will determine when work is available. Job duties may fall outside normal duties for purposes of making accommodations that fall within restrictions from medical provider.

Light/limited duty will be considered only for those employees who have work restrictions for over two weeks.

Light/limited duty will not be available for those whose restrictions result from outside employment.

Light/limited duty may be required for a person on worker's compensation.

If an employee rejects the offer of light duty and has no other paid time off benefit(s) available, they will remain on family medical leave pursuant to Family Medical Leave Policy 8.5 in the City of Mitchell Policy and Procedures Manual (January, 2005).

An application to request light/limited duty must be complete by the employee and a list of work restrictions must be provided by physician to the chief or designee in order to be considered.

Final 12/2/2010

Exhibit G Paramedic Training Agreement

In order to assure that the City of Mitchell Fire/EMS Department does not invest time and money training persons for the position of paramedic without subsequently receiving the services of a fully trained paramedic for a reasonable period of time, the following agreement is made by and between the medic whose name is hereinafter set forth, hereinafter referred to as "Paramedic Candidate", and the City of Mitchell by and through the City of Mitchell Fire/EMS Division, hereinafter referred to as "The Division".

1. The Paramedic Candidate agrees to undertake paramedic training for the required period of time commencing on the date set by the Division for the enrollment of the Paramedic Candidate in the schooling and to successfully complete such training. He or she then agrees to serve as a Paramedic in the Mitchell Fire/EMS Division in any duty assignment assigned by the Division. Paramedic Candidate further agrees to devote full time to the training and subsequent service and to perform all assignments in a satisfactory manner.
2. The Division agrees to provide the paramedic training specified above, and to provide \$1500 towards the direct costs related to the paramedic training. Additional costs above and beyond \$1500.00 are the responsibility of the Paramedic Candidate. Such costs may include, but are not limited to, course fees, tuition, lodging, food, and additional costs.

Paramedic Candidates will provide their own transportation to training when said training is held at the Queen of Peace Teleconference Center. When the Paramedic Candidate is required to travel to Sioux Falls for class, they may be provided a City vehicle for transportation. Should a City vehicle not be available, the Paramedic Candidate will be responsible to provide their own transportation at their expense. Transportation to Field Internship sites and transportation while at the Field Internship site will be the responsibility of the Paramedic Candidate. The Division shall have no financial or liability obligations for said transportation.

It will be the Paramedic Candidates responsibility to provide his or her own lodging and meals at all times during the course of the paramedic training.

If paramedic training class is held at a time in which the Paramedic Candidate is on duty with the Division, the Paramedic Candidate may attend the training, without reduction to vacation or sick time, provided there are no fewer than the minimum staffing required to operate the shift with the Paramedic Candidates absence. If attendance in the paramedic training would result in less than minimum staffing because of the Paramedic Candidates absence, it will be the responsibility of the Paramedic Candidate to fill his or her shift. This may be done by shift trading. School days will be used while the Paramedic Candidate is attending their Field Internship. The Division will be responsible

for ensuring the Paramedic Candidates regular shifts are covered for minimum staffing during this time.

3. Because many of the costs involved in training are difficult to allocate with exactitude, and damages for breach of this agreement are, likewise, difficult to assess, the Paramedic Candidate agrees to pay the Division the sum of \$10,000.00, not as a penalty, but as agreed upon liquidated damages, in the event that he or she terminates his or her employment with the Division during training, or within the first 36 months subsequent to the date he or she has been awarded a certificate or diploma by the National Registry of Emergency Medical Technicians board attesting to satisfactory completion of the minimum curriculum of the National Registry of Emergency Medical Technicians Paramedic (NREMT) exam board, or if the Paramedic Candidate fails to pass the NREMT exam. If the termination of employment occurs seven months or later after the certificate or diploma has been awarded, the liquidated damages above set forth shall be reduced by the sum of \$500.00 per full calendar month of employment following the first six months of employment. By way of example, if the paramedic candidate terminates his or her employment two weeks into the tenth month of employment, he or she will be credited the sum of \$1,500.00 against the liquidated damages, \$500.00 for each full calendar month employed following the first six months of receiving said certificate or diploma.

4. If the Paramedic Candidate receives a disabling injury or illness that causes him or her to fail to satisfactorily complete or is dismissed during the paramedic training course or requires the termination of his or her employment, no liquidated damages will be payable.

5. The exceptions in paragraph 4 above shall not apply in the event that there is substantial evidence that the Paramedic Candidate has been dismissed as a result of misrepresenting his or her basic qualifications for employment, or has caused his or her dismissal, failure, illness or injury in an attempt to avoid paying liquidated damages under the terms of this agreement.

6. It is understood that there may be other circumstances of extreme seriousness that may require a paramedic to terminate his or her employment with the city within the time period above discussed. The City may evaluate the circumstances and determine lesser liquidated damages.

7. This document embodies the whole agreement between the parties regarding the training of the Paramedic Candidate between the parties hereto and there are no inducements, promises, terms, conditions or obligations made or entered into by the Division other than contained herein and contained in the Mitchell Fire Division Standard Operating Procedures in effect on the date of this agreement. The foregoing provisions are understood and agreed to by the undersigned.

In witness whereof the parties have executed this agreement on this _____ day
of _____, 20____

CITY OF MITCHELL

Officer Candidate

By _____