

AGREEMENT BY AND BETWEEN
TEAMSTERS LOCAL UNION NO. 120
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
AND
MITCHELL POLICE DIVISION
(January 1, 2017 - December 31, 2019)

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A G R E E M E N T

This Agreement made and entered into this ____ day of _____, 2016, by and between the City of Mitchell, South Dakota hereinafter referred to as the “Employer” or the “City” and Teamsters Local Union No. 120, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the “Union”.

ARTICLE 1

RECOGNITION

The Employer hereby recognizes the Union as the sole collective bargaining representative pursuant to SDCL 3-18, for all of the employees employed by the Employer in the following described unit:

All Officers and Dispatchers employed by the City of Mitchell working within the Police Division including Patrol Officers, Detectives, and Communication Specialists, excluding all Office and Clerical Employees, the Chief, Lieutenants, Sergeants, part-time Patrol Officers and all other City Employees.

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

ARTICLE 2

MAINTENANCE OF STANDARDS

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

ARTICLE 3

SEPARABILITY AND SAVING CLAUSE

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in contravention of the laws or regulations of the United States or the State of South Dakota, such provisions shall be superseded by the appropriate provisions of such law or regulation; so long as the same is in force and effect but all other provisions of this Agreement shall continue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

ARTICLE 4

BONDS

Should the Employer require an employee to give surety bond as a condition to the performance of official duties, all premiums of such bond will be paid by the Employer.

ARTICLE 5

LEGAL ACTION

The Employer shall continue in effect the insurance coverage relating to claims against the City and City Employees at no less than existing standards of coverage, unless unavailable from any source, a copy of which present policy is attached to the original of this Agreement. If any claim of action is instituted against an employee arising out of good faith performance of duties within the scope of employment of such employee, or when exercising official duties or responsibilities as an employee, and if the insurance carrier of the aforementioned insurance coverage refuses to provide legal defense and/or attorney for such claim or action, then in that event, the City shall provide the legal defense. In the event of a conflict of interest of the City's legal counsel, or for other reasons deemed appropriate by the City, the Employer may contract with a local attorney mutually agreed to between the employee and Employer to provide such defense for the employee, and will pay the court costs incurred in defense of such claim or action and the reasonable attorney fees for the attorney selected by mutual agreement for the defense, all to a total sum not to exceed five thousand dollars (\$5,000.00) for any one employee.

ARTICLE 6

STEWARDS

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

- (1) Investigation and presentation of grievances to Employer or the designated Employer representative in accordance with the provisions of this Agreement.

The stewards shall be permitted a reasonable time, as time permits, to conduct necessary union business of presenting, processing and investigating grievances, during working hours without loss of pay, provided that it does not interfere with the efficient operation of the division, which determination shall be in the discretion of the duty supervisor, and provided that the steward's supervisor(s) is advised in advance of the absence. Such time spent on such necessary Union business during duty hours shall not be deducted in the computation of monthly overtime.

ARTICLE 7

BULLETIN BOARDS

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

ARTICLE 8

MILITARY SERVICE

The Employer will conform with all of the ordinances and state statutes relating to military service; and absence for required annual military training for Guardsmen and Reservists, not to exceed fifteen (15) days, shall not affect the employee's right to receive normal vacation, sick leave, bonus, advancement and other advantages of his employment normally to be anticipated in his particular position, when such benefit is otherwise authorized by the ordinance or statute. Unusual circumstances may justify additional days under this section, and the granting of such additional day or days for such required annual military training shall be in the discretion of the Division.

ARTICLE 9

SENIORITY

Section 1. The City shall recognize that seniority shall be a factor in filling vacancies, in promotions, layoffs and recalls. Actions relating to the foregoing shall be based on seniority, fitness and ability. Fitness and ability of applicants being equal, seniority will ordinarily prevail. It is recognized that the integrity of the Police Division and its performance as a conservator of the public safety must not be jeopardized through artificial constraints resulting from the application of the principal of strict seniority. The City shall be the judge of fitness and ability, but shall not act in a capricious, arbitrary or discriminatory manner in the application of its judgment.

Section 2. Seniority shall be defined as the total length of continuous service with the Employer. It is agreed that there shall be two (2) separate classifications and two (2) separate seniority lists, that being sworn employees and non-sworn employees.

Section 3. Any new sworn personnel shall be considered probationary for a period of one (1) year, unless said probationary period is otherwise extended as provided in this Agreement. During the probationary period, employees shall have no seniority status and may be laid off or terminated in the sole discretion of the City without regard to their relative length of service. When an employee completes his probationary period as above defined, his seniority shall date back to the date of his hire. Newly hired non-sworn personnel shall be considered probationary for a period of one (1) year. The probationary period of any person may be extended up to an additional six (6) months when deemed appropriate by the Chief of Public Safety.

Section 4. An employee's seniority and the employment relationship shall terminate for the following reasons:

- A. The employee quits or is retired.
- B. The employee is discharged and the discharge is not reversed through the grievance procedure.
- C. The employee is laid off for a period of more than one year, or is absent because of non-occupational illness or injury for a period of more than one year.

Section 5. Seniority shall apply to the bidding of shift to start the year. This opportunity must be bid no later than November 15 of the preceding year for the following calendar year. Seniority may be considered whenever possible for a shift that becomes available throughout the year. The division shall have the right to make special shift assignments for specific purposes, including training, special assignments and emergency situations or other justifiable needs of the division.

Section 6. A current seniority list shall be posted by the Employer 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. A copy thereof will be mailed to the Union.

Section 7. No full-time employee shall be laid off as a result of part-time employees performing bargaining unit work.

Part-time employees shall receive no benefits and no more than eighty (80) hours in any two (2) week period.

ARTICLE 10

UNIFORMS AND EQUIPMENT

Section 1. The Employer will provide and issue all normally armed employees with a handgun, badges, batteries, handcuffs, flashlights, gloves and any other equipment, such as protective head gear or gloves which, in the opinion of the Employer, is needed to properly perform their duties in safety. All patches or insignias required to be placed or sewed on the uniform shall be paid for by the City. All **full-time** employees shall **receive a yearly equipment allowance of one-hundred dollars (\$100.00). Part-time and reserve officers shall receive an equipment allowance of one-hundred dollars (\$100.00) every three years. See exhibit E for complete list of department approved equipment.**

Section 2. The Employer shall provide all ammunition. Ammunition for on-duty use shall be of high quality. Practice ammunition shall be furnished by the Employer. The above is in addition to "qualification" ammunition. Practice ammunition

may be accumulated up to two (2) months, and officers shall be allowed to practice his/her firearm skills once a month with exceptions due to weather rescheduling, vacations etc. All ammunition must be fired in the presence of a designated firearms instructor or designee of the Chief. All ammunition must be checked out by the officer who is to fire the ammunition, and all fired brass must be returned to the division.

Section 3. The City agrees that if any regular employee is required to wear any kind of a uniform as a condition of his continued employment, such uniform shall be furnished by the City free of charge at the standard required by the City.

Section 4. The City agrees to replace protective vests in accordance with manufactures recommendations or every five (5) years.

Section 5. The City shall provide protective clothing against inclement weather consistent with the assigned duties of the employee.

Section 6. All employees permanently assigned to the detective section shall be allowed a \$400.00 clothing allowance each calendar year.

ARTICLE 11

PERSONAL PROPERTY LOSS

Section 1. Employer agrees to reimburse employee, the actual cost of employee's personal items damaged in the line of duty, including only the following, eye glasses, the actual cost for watches not to exceed \$100.00 per incident, and, subject to prior approval of the division, personal property used in the performance of the job, including personal tape recorders, not to exceed \$100.00 per incident. It is specifically understood that the division may approve other items for use in the line of duty, for which the City shall assume no responsibility. This section does not affect items of personal property covered by or reimbursed pursuant to the South Dakota Workmen's Compensation Laws. Any person claiming compensation for damage to property under this Section shall make immediate notification of such damage to the Chief of Public Safety or his designated representative. Any loss not reported within five (5) days of its occurrence shall not be allowed.

ARTICLE 12

GRIEVANCE PROCEDURE

Grievances are herein defined to be disputes involving the interpretation or application of this Agreement.

Section 1. An employee shall reduce to writing and submit to the Chief or his designated representative, any grievance within ten (10) calendar days of the occurrence,

or the employee's knowledge of the occurrence of any grievance. An employee may have the Local Union Steward and/or the local business representative present at the time of the submission of the grievance to the Employer, who in the first instance shall be the Chief of Public Safety and/or his designated representative. In the event the matter is not resolved at that level, within seven (7) days, a conference shall be arranged between the aggrieved employee, the steward and/or the business representative, and the Director of Human Resources.

Failing settlement at this level, the matter may be appealed to the Division of Labor, pursuant to SDCL 3-18-15.2.

ARTICLE 13

NON-DISCRIMINATION

The Union and the Employer agree to abide by the provisions of the state and national non-discrimination statutes and laws with respect to hiring, compensating or other terms and conditions of employment of any individual.

ARTICLE 14

COURT PAY

In the event an employee is required to make an off-duty job related court appearance, he shall be paid at one and one-half (1 ½) times his regular rate of pay, and for a minimum of two (2) hours. All court time incurred not during a regularly scheduled shift shall be overtime.

After first being advised that an off duty court appearance is required and prior to appearing in court, it shall be the responsibility of such employee to contact the designated department employee or his/her designee who maintains a list of requested off duty court appearances and confirm that court appearance is still required. This must be done the day of court, before the employee appears for court. Failure to contact this designated employee and to confirm that the court appearance is still necessary, prior to attending a work related, off duty court appearance, shall result in a loss of overtime being paid for such, as an unnecessary court appearance. If a work related, off duty court appearance is cancelled or postponed after 9 a.m. on the day of such court, an employee shall receive one (1) hour of overtime, whether or not the employee contacts the designated department employee who maintains a list of such court appearances.

Employees shall be compensated for expenses not otherwise paid or compensated for, including travel, meals, and lodging for out-of-town travel relating to out-of-town court appearances when the attendance is required, or there is not complete compensation from the calling agency, when the out-of-town court appearance results directly from police work while in the employ of the City of Mitchell. Any witness fees or travel

compensation paid to the employee by any other agency shall be turned into the City, if the employee draws compensation for such travel and expenses under this Article.

If any out-of-town court appearance is required on an employee's day off, then the day off shall be rescheduled; all other non-duty court appearances resulting from City police work, shall be compensated in accordance with Article 14.

The City shall bear no responsibility for compensation for attendance or appearances resulting from off-duty activities which are non-divisional and occur outside the jurisdictional boundaries of the City of Mitchell. All arrests made within the jurisdiction of the City of Mitchell shall be deemed to be divisional.

ARTICLE 15

HOURS OF WORK

Section 1. Employees shall be paid for all authorized time spent in the employ of the Employer, subject to the time required by Section 6 of this Article.

Section 2. The division shall schedule the hours to be worked in a manner so as to grant employees time off equal to the amount of Saturdays and Sundays, and holidays in accordance with Article 27 which would otherwise constitute days off to City employees, that occur each month. An employee required to work on a holiday shall be granted an **different** day off.

Section 3. Consistent with divisional requirements, employees scheduled to work eight (8) hours shifts shall be allowed to select their shift in two (2) month increments, provided that all eight (8) hour employees shall work each of the scheduled two (2) month shifts at least twice during each calendar year. No employee shall work the same shift for more than two (2) consecutive months, consistent with the Article on Seniority and consistent with divisional requirements. Special assignments will be an exception under this section.

Employees scheduled to work ten (10) hour shifts shall be allowed to select their shifts in eight (8) week increments, provided that all ten (10) hour employees shall work each of the scheduled eight (8) week shifts at least once during a calendar year. No employee shall work the same shift more than sixteen (16) consecutive weeks, consistent with the Article on seniority and consistent with divisional requirements.

Section 4. Employees shall receive overtime for all hours worked in excess of employee's regularly scheduled shift assignment. Overtime shall be one and one-half (1 ½) the employee's regular rate of pay. Regularly scheduled shifts shall be eight (8) hours per day, or ten (10) hours per day, from start time to finish. Communication Specialist Employee's regularly scheduled shift may be scheduled for ten (10) hours per day or less. Overtime shall also be paid for all hours worked on a non-scheduled work day, except that employees who trade or substitute shifts or work days shall not be entitled to

overtime pay for working otherwise non-scheduled work days. No shift or work day trade shall be allowed without prior supervisory approval.

Section 5. Employees shall be scheduled through the division for division required extra security work for civic functions, or for other unusual or extraordinary circumstances requiring additional duty by police personnel. Work performed under this section and in excess of employee's regularly scheduled work shift shall be paid at a minimum of two (2) hours at the overtime rate. In the event of short notice staffing difficulties (48 hours or less) all reasonable efforts shall be made to have present or available full-time employees perform the work ahead of part-time employees.

Section 6. All employees shall be required to attend an annual division meeting not to exceed four (4) hours per meeting.

Section 7. All non-divisional duty performed in uniform must be approved by the division, and such approval non-divisional duty performed within the jurisdictional boundaries of the City of Mitchell, shall be considered as on-duty work for purposes of workmen's compensation and insurance, and will be subject to the direction of the division.

Any non-uniformed work performed outside of divisional schedules shall be allowed with the approval of the Chief. The Chief shall obtain the concurrence of the Mayor in the event of a denial.

Section 8. Scheduling of communication specialists shift assignments shall remain as presently provided by division policy.

Section 9. Monthly work schedules will be posted seven (7) days in advance of the schedule being implemented and it shall only be changed by mutual consent of the Employer and affected employee(s).

Section 10. In the event that City Hall shall be closed on a working day due to snow emergency by declaration of the Mayor, all police and communication division personnel who actually work within such day, and during the snow emergency, shall be allowed equivalent time off with pay, provided that such time off shall be taken in accordance with divisional policies and regulations.

ARTICLE 16

BREAK TIME

Section 1. Personnel assigned to the investigations section **working 8 hours per day shift, Monday through Friday**, shall be granted the equivalent of two (2) fifteen (15) minute break periods without loss of pay, and a one (1) hour lunch break without pay for each scheduled work **day**.

Section 2. Communication Specialists, Patrol Officers, **and Officers assigned to investigations section** scheduled on ten (10) hour shifts shall be granted a forty-five (45) minute lunch break, without loss of pay, and an additional fifteen (15) minute paid break during each **day** worked. Combining the two (2) breaks without prior authorization from a supervisor is prohibited.

Communication Specialists and Patrol Officers scheduled for eight (8) hour shifts shall be granted a fifteen (15) minute break and a thirty (30) minute lunch break without loss of pay during each regularly scheduled eight (8) hour shift.

Section 3. In the event that an employee's lunch period is interrupted by a call from the Police Division, the employee shall be entitled to take the same during the remainder of the shift.

ARTICLE 17

CITIZEN'S COMPLAINT

When any citizen makes a complaint against an employee, the employee shall have the right to face his accuser with a steward and/or the representative of the Local Union present at such meeting prior to such complaint becoming a part of the employee's official record.

ARTICLE 18

LETTER OF COUNSEL, REPRIMANDS, AND WARNINGS

During the term of this Agreement, each employee shall have a departmental file and permanent official file maintained in the finance office.

Employees receiving letters of counsel, reprimand, and/or warnings shall have such actions maintained in their departmental file and shall be in effect for twelve (12) months from the date of such action. Similar letters received during the "in file" time of the original letter is renewed and will be concurrent with the subsequent letter or letters. If there are no other infractions during the "in file" time or extension thereof, the letter will be removed from the departmental file.

All information of any kind or type whatsoever to include, but not limited to, letters of commendation, awards, certificates of accomplishment or merit, concerning an employee shall be maintained in such employees permanent official file and shall be reviewed and/or released only with the written authorization of such employee.

ARTICLE 19

WORK RULES

Division General Orders on Work Rules and the Division Policy and Procedure Manual shall be reviewed upon request of the Union of the Division to insure that they continue to meet existing conditions. Any proposed changes shall be submitted to the Union Committee or Division for consideration, but if no agreement is reached, such work rule changes can be implemented by official orders of the division when determined by the Division to be necessary to preserve the efficiency and proper operation of the Division. In an emergency, interim work rules can be established simply by order of the Chief, to be subsequently submitted to the Union for consideration as provided herein, if they are to become permanent.

ARTICLE 20

VEHICLES

Except under emergency conditions, no employee shall be required to operate a vehicle that does not comply with all state and city safety statutes, ordinances, or regulations.

The cars shall be washed and cleaned inside (vacuumed and wiped out) once each month, or as needed. Nothing in this paragraph shall relieve each officer of his responsibility to clean up any litter or debris resulting from his occupancy of that vehicle.

ARTICLE 21

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 others problems and objectives. They recognize that frequently what first appears to be problems or areas of conflict and disagreements, are actually the result of 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 may be

held for the purpose of appraising and discussing the problems, if any, which arise concerning administration, interpretation or application of the Agreement or other matters which either party believes will contribute to the improvement in the relations between them within the framework of this Agreement. It is understood that such meetings shall not be for the purpose of handling grievances or conducting collective bargaining negotiations 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 working conditions safer.

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

ARTICLE 22

CHECK OFF

The Employer agrees that upon receiving written authorization by the employee from the Union, the Employer will deduct all dues, initiation fees and assessments designated by the Local Union. Such deductions shall be remitted by the Employer to the Local Union within fifteen (15) days from the end of the month in which such deductions occur.

ARTICLE 23

SCHOOLS AND TRAINING

Section 1. According to the needs of the Division, as determined by the Chief of Public Safety, the City will post all available schools and training sessions. Any employee desiring to attend must request it in writing within the time period specified. In the event the employee requests training or to attend school and his or her request is granted and the employee at the time of the request for training did request a change in work schedule, the employee's schedule shall be changed to comply with the amount of time needed to attend the training or school. The employee shall be paid forty (40) hours of pay for each week while attending the training or school. In the event the training or

school is less than five (5) days, the employee shall be paid eight (8) hours for each day. Upon returning he shall complete a normally scheduled work week.

Section 2. All new hired communication specialists and sworn officers shall not be allowed to work except under supervision of a qualified person until he or she is deemed qualified by the Division.

Any field training officer who is assigned a probationary employee for training may request that the probationary employee be transferred to another officer. Final determination of grant or denial of such request shall remain the sole discretion of the Chief of Public Safety.

ARTICLE 24

DISCIPLINE, DISCHARGE OR SUSPENSIONS

The Employer shall not discharge, suspend nor discipline any employee without just cause, but in respect to discharge shall give at least one (1) warning notice of a complaint against such employee to the employee in writing and a copy of the same to the Union, except that no warning notice need be given to an employee before he is discharged or otherwise disciplined if the cause of such discharge is:

- (1) Dishonesty.
- (2) Drinking of, or under the influence of alcoholic beverage or narcotics during the work day.
- (3) Personal possession or use of illegal drugs, marijuana or LSD.
- (4) Recklessness resulting in a serious accident while on duty.
- (5) Failure to report an accident or criminal incident while on duty.
- (6) Direct failure to follow the lawful order or work directive of a superior officer or supervisor.
- (7) 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 of the division).
 - (A) Any employee charged with any criminal charge of a class I misdemeanor or felony in any jurisdiction shall notify the chief or assistant chief on the division of such charge, and shall notify the chief or assistant chief of the division of the disposition thereof. Such notification shall be made prior to or immediately upon the employee reporting for duty following the filing of such charge or disposition thereof.

It is understood that there are other offenses or circumstances of extreme seriousness that an employee will be discharged for without a warning letter. Depending upon the circumstances and upon just cause, a lesser discipline to include demotion, suspension, or any other appropriate disciplinary action, short of discharge, may in the discretion of the division be implemented. It is further understood that a warning notice shall mean that further disciplinary action up to and including suspension or dismissal may occur if the condition causing the issuance of the warning letter is repeated or if other circumstances justifying disciplinary action in accordance with this Article occurs during the effective time of the warning notice.

The warning notice as herein provided shall be given to the employee with a copy to the Union within ten (10) working days of said complaint or within ten (10) working days of knowledge of said complaint and shall be consistent with the time limitations of Article 18 of this Agreement. The City shall be allowed reasonable time to investigate offenses of a criminal nature that may require disciplinary action prior to the initiation of disciplinary proceedings and in such circumstances the time limits for initiating disciplinary action shall not apply.

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

Demotion shall be effected by written notice to the employee and the Union; the notice of demotion shall contain the terms and specifications of the length of time, effect on pay grade, or any other relevant term of the demotion, as determined by the City.

An unsatisfactory work evaluation shall result in a written reprimand; and an unsatisfactory work evaluation shall be deemed a written reprimand for the purpose of this Article. Every effort will be made to provide verbal notice to employees performing at a substandard level prior to a formal written evaluation.

If any item on an evaluation is rated unsatisfactory, the work evaluation will be deemed unsatisfactory.

The resultant reprimand will be in regard to the item or items specifically rated as unsatisfactory.

ARTICLE 25

INSURANCE

The City shall provide a self funded health benefit plan, including hospitalization, surgical and major medical coverage, for all employees in the bargaining unit electing to be covered by such plan, upon the same terms as such benefit plan is offered to the general City employees. The City may institute a preferred provider network in conjunction with its self funded health benefit plan. Dependent and family coverage shall

be at the employee's expense. Bargaining Unit members shall be entitled to participate in the dental care plan offered through the City on the same basis as such other plan is offered to the general City employees.

The City shall also provide to the members of the bargaining unit the life insurance benefit (currently at the level of \$15,000.00) which is provided to the employee's of the City generally, and for which the City pays 100% of the premium.

A member of the Mitchell Police Division, as designated by the Union, shall be allowed to serve on the City's health benefit and insurance advisory committee, and shall have such rights as other employee members of the committee are afforded.

During the period that the employee is receiving workmen's compensation benefits for temporary total disability, the City shall continue to make the health benefit plan premium contribution for said employee that it was making for him at the time of injury.

Upon retirement, and to the extent and for so long as the general employees of the City are allowed to continue as a participant under the City's health benefit plan at their own expense, members of the bargaining unit, upon retirement, may continue as a participant under the City's health benefit plan, but must do so at their own expense.

ARTICLE 26

VACATIONS

Employees shall earn vacation pay as follows: during the first year of employment and through the fifth year of employment, employees shall earn eighty (80) hours per year vacation pay. Commencing the sixth year through the twelfth year, employees shall earn one hundred twenty (120) hours per year vacation pay. Commencing the thirteenth year, employees shall earn one hundred sixty (160) hours per year vacation pay.

Employees shall accrue vacation pay each pay period in the following manner: Those earning eighty (80) hours per year will earn five (5) hours of vacation pay for the first pay period of the calendar year and three (3) hours of vacation pay for each of the remaining twenty five (25) pay periods. Those employees earning one hundred twenty (120) hours of vacation pay will earn seven and one-half (7.5) hours of vacation pay for the first pay period of the calendar year and four and one-half (4.5) hours of vacation pay for each of the remaining twenty five (25) pay periods. Those employees earning one hundred sixty (160) hours of vacation pay will earn ten (10) hours of vacation pay for the first pay period of the calendar year and six (6) hours of vacation pay for each of the remaining twenty five (25) pay periods.

Employees shall accrue vacation pay as follows:

0 years through 5 years	-	80 hours
6 years through 12 years	-	120 hours
13 years thereafter	-	160 hours

The employee shall be allowed to accrue up to twenty (20) hours of vacation over their annual accrual, but in no case shall the maximum vacation hours be more than the individual's annual accrual at the time of their anniversary date.

Employees shall be allowed to select time off for vacation by seniority, within the practicalities of administration of the Division. Upon sixty (60) days notification to the Division, employees shall be granted time off for vacation up to the amount of earned vacation, subject to divisional requirements and manpower availability. In the event there is a conflict (if an employee requests) on the sixtieth day, seniority shall prevail and the employee or employees with the greatest seniority shall be advised their vacation time has been approved and shall not be changed unless an emergency exists. Seniority shall not apply to requests for time off within sixty (60) days of proposed time off.

Employees, upon termination or retirement, shall be paid for any unused vacation.

Vacation pay shall be the hours the employee would normally have been scheduled to work. Employer shall allow at least two (2) employees off per shift for vacation, schools, military leave and emergency leave, subject to manpower availability and administrative necessities.

A newly hired officer can use up to 40 hours of vacation for hours spent testifying in criminal court cases that may arise from his duties as a law enforcement officer at his/her previous department as verified by a court subpoena within the first two years of employment with the City of Mitchell. In the event that the employee leaves employment prior to repaying the 40 hours of vacation, those hours will be deducted from his or her final paycheck.

ARTICLE 27

HOLIDAYS

The following days will be recognized and observed as holidays as they occur during an employee's regular work period: New Year's Day, Good Friday (1/2 day, p.m.), Easter, Memorial Day, Independence Day, Labor Day, Native American Day, Veteran's Day, Thanksgiving Day, Christmas Eve Day (1/2 day, p.m.), Christmas Day, **Presidents day**, Martin Luther King day, and such other days as may be designated from time to time by the City Council.

Holidays will be observed on the day that they fall.

In the event an employee is scheduled to work on any of the above named holidays, the employee shall receive time and one-half (1 ½) per hour for all hours worked, and be granted a day off as holiday, in accordance with the provisions of Article 15, except on Easter, the employee shall receive time and one-half (1 ½) per hour for all hours worked, but shall not be granted a day off as holiday. If an employee's regularly scheduled day off falls on an above mentioned holiday the employee will be granted a day off as the recognized holiday within thirty (30) days.

Any employee not scheduled to work on a holiday and then is called into work, shall receive two (2) times the hourly rate for all hours worked in addition to the scheduled holiday at the employee's straight time rate of pay.

ARTICLE 28

JURY DUTY

Any regular full time employee called upon and selected for jury duty shall advise his supervisor upon receipt of such call. The full time employee shall be paid eight (8) hours pay at his regular straight time hour rate for each regularly scheduled work day lost because of absence on such jury duty, provided that any and all jury fees received by the employee are turned over to the Employer.

ARTICLE 29

DEATH IN FAMILY

In the event of a death in the immediate family, an employee will be permitted to take three (3) days of bereavement leave. Additional days may be granted by the Division Head and the time will be charged to annual leave. Family is defined as: husband, wife, child, step-children, parent, foster parent, step-parent, brother, step-brother, sister, step-sister, parent or foster parent of spouse, grandparents, grandchildren great-grandchildren, son-in-law and daughter-in-law. 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 by the Chief of Public Safety or person in charge in the event of the absence of the Chief.

ARTICLE 30

PROMOTIONS

Promotions to positions within the sworn personnel in the bargaining unit shall be filled from lists of employees and personnel obtained through open and competitive examinations and interviews. All otherwise qualified personnel shall be allowed to test for promotion and no test results older than one (1) year shall be considered in promotion

selection. All personnel considered for a promotion shall take the same test but no personnel shall take the same identical test consecutively.

Service requirements shall be determined by the Division.

In the event there are no qualified employees with the required service time, consideration may be given to those employees who are qualified, but have not achieved the service requirement.

If a permanent job vacancy occurs within the bargaining unit in the non-sworn personnel and it is the City's decision that such job shall be filled, the job will be posted for a period of five (5) working days exclusive of the day of posting during which time all employees will be permitted to bid for the job. The City will post on all appropriate bulletin boards in the Division a notice that the vacancy exists and furnish a copy to the Union. Any employee desiring to apply for said vacancy shall sign such notice at his home station. Permanent assignment to the vacancy will not be made until the notice has been posted for five (5) working days. Eligible employees unable to sign because of absence due to compensable injuries, sickness or vacation, shall be considered as having signed the notice. Within thirty (30) working days after the closing date as specified in the Notice of Posting, the City will indicate on the posted notice the employee who is selected for the vacancy and notify the Union of the selection. The criteria for awarding job openings shall be seniority, ability, experience and personal qualities required for the job.

ARTICLE 31

PAY PERIODS

Section 1. All employees covered by this Agreement shall be paid in full bi-weekly.

Section 2. Employees will be issued separate checks for grievance and back pay settlements.

ARTICLE 32

SICK LEAVE

Section 1. Each employee shall accrue sick leave at the rate of one (1) day per month. Sick leave shall accrue each pay period in the following manner. Employees shall earn eight and one-half (8.5) hours of sick leave the first pay period of the calendar year and three and one-half (3.5) hours of sick leave each of the remaining twenty-five (25) pay periods.

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 annually for the care and attendance of their husband, wife, children, step-children, foster-children, parent, or

spouse equivalent, for sickness, injury and/or health care appointments. Use of additional accrued sick leave may be requested according to the Family Medical Leave Act.

Section 2. 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, and under the condition the employee is separating 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, (defined by SDRS) death or layoff (reduction in force), an employee or beneficiary will be eligible for a payout of 25% of all accrued sick leave at the employees current rate of pay. Pay will be calculated at the current hourly rate of the employee at the time of such separation. Payment upon separation by retirement will be paid at the time of such retirement separation , provided notice of intent to retire is given prior to the finalization of the budget for the year in which the retirement separation will take place; otherwise such payment may be made in the ensuing budget year. Payment for sick leave upon separation by layoff may be made in the current budget year, or in the ensuing budget year, depending upon budgetary considerations.

Section 3. Employees injured on the job, shall be paid the difference between workmen's compensation and the employee's regular pay for a period of up to ninety (90) days, provided that the employee's own negligence is not the substantial cause for the injury or disability.

ARTICLE 33

PENSIONS

Pensions shall remain as now provided through and be governed by the South Dakota Retirement System.

ARTICLE 34

WAGES AND LONGEVITY

Section 1. Wages and promotional steps shall be in accordance with Exhibit A, attached hereto; provided however, in respect to all employees, that as an additional qualification for position step advancement, the employee must have a satisfactory evaluation rating for the prior 12 month. It is further understood in respect to any employee who for any reason spends more time in a particular pay grade than is regularly scheduled, as per the applicable Exhibit (A or B), the additional months will not be counted for purposes of pay grade placement within the step promotional system; in other words, each employee shall be required to spend not less than the regularly scheduled time in each grade prior to advancement to the next pay grade step.

The wage ranges shown in Exhibit A will be adjusted by 2.25% effective 1/1/2018, and 3% effective 1/1/2019.

Section 2. In addition to the employee's regular pay, Communications Specialists working ten (10) hour shifts shall receive differential pay in accordance to the following schedule for the shift worked:

- 9:00 p.m. to 7:00 a.m. - Eight dollars (**\$8.00**)
- 5:00 p.m. to 3:00 a.m. - Seven dollars (**\$7.00**)
- 12:00 p.m. to 10:00 p.m. - Five dollars (**\$5.00**)

Patrol Officers working ten (10) hour shifts shall receive shift differential pay in accordance to the following schedule for the shift worked:

- 9:00 p.m. to 7:00 a.m. - Eight dollars (**\$8.00**)
- 5:00 p.m. to 3:00 a.m. - Seven dollars (**\$7.00**)
- 11:00 a.m. to 9:00 p.m. - Five dollars (**\$5.00**)

Officers and Communication Specialists scheduled for regular eight (8) hour shifts shall receive shift differential compensation in accordance to the following: from 2:00 o'clock p.m. to 10:00 o'clock p.m. shall receive a night differential for each shift worked of **\$6.00** in addition to the hourly rates. Officers and Communication Specialists scheduled from 10:00 o'clock p.m. to 6:00 o'clock a.m. shall receive a night differential for each shift worked of **\$7.00** in addition to the hourly rates. Communication Specialists who work a duty shift commencing prior to 6:00 a.m. or a scheduled termination time after 7:00 p.m. shall receive shift differential of **\$4.00** for each such shift worked.

Nothing in this section shall restrict the right of the City to administratively re-align shift start and finish times differently from above specified; provided, however, that if shift start and finish times are administratively so re-aligned, then the shift differential benefit provided for herein shall be appropriately re-allocated to obtain the equivalent effect as provided herein.

Any employee scheduled to work shift 4 and is assigned to work any other shift, shall receive an additional fifty cents (.50) per hour shift differential. This includes scheduled and unscheduled short-term shift reassignments.

Section 3. Any patrol officer/communication specialist who shall be in charge of a shift or portion of a shift, shall be entitled to an additional one dollar twenty-five cents (\$1.25) per hour for all hours in charge.

Section 4. Detectives who are on-call shall receive seven (7) hours of pay for every week they are on-call. When called out from on-call status, Detectives shall be paid a minimum of two (2) hours overtime.

Detectives who are on call on a designated holiday shall receive an additional two (2) hours of overtime pay.

Section 5. Employees designated as field trainers engaged in the training of new employees, shall be compensated at the rate of one dollar fifty cents (\$1.50) per hour for actual hours of service in the training of new employees, in addition to their regular applicable pay rates.

Section 6. Bargaining union employees shall be entitled to longevity compensation in accordance with the longevity compensation plan as from time to time applied by City to City employees generally. Upon separation of employment by resignation or retirement, the longevity compensation for employment within the last calendar year of employment shall be pro-rated based on the ratio of the number of days actually worked as compared to the number of days an employee would normally work within a full calendar year. See Exhibit C for compensation schedule.

ARTICLE 35

DRUG AND ALCOHOL TESTING

In compliance with the City's Drug and Alcohol Free Workplace Policy the City of Mitchell reserves the right to implement random drug and alcohol testing.

ARTICLE 36

MANAGEMENT RIGHTS

Section 1. The Employer shall have the right to exercise customary and ordinary functions of management, subject to and consistent with the terms and conditions of this Agreement.

Section 2. The Division Manual shall have full force and effect and shall be the official order of the Police Division, except as the same may be modified by the terms of this Agreement.

ARTICLE 37

NO STRIKE CLAUSE

Section 1. During the period of this Agreement, there shall be no strikes, stoppages, slowdowns, picketing or other interference with the operations of the City nor shall there be any abstinence in whole or in part from the full, faithful and proper performance of the duties of employment by individuals, or by concerting action with others.

Section 2. The City may discipline or discharge any employee who engages in any of the activities referred to in Section 1 of this Article, and such action shall not be subject to grievance and arbitration, upon any ground other than that the employee did not take part in any such activity.

ARTICLE 38

MISCELLANEOUS

Any Officer hired after January 1, 2008 shall be subject to the terms and conditions mutually agreed upon by the City and Union outlined in Exhibit D.

ARTICLE 39 CANINE OFFICER

During the time that the City of Mitchell utilizes a canine officer, the city agrees as follows:

Section 1: At the conclusion of the canine's service career, the ownership of the animal may be transferred to its canine handler.

Section 2: The canine officer shall be allowed to use one day of accumulated sick leave due to the death of his/her canine.

Section 3: Consistent with the FLSA, the canine officer will receive .50 hours of pay per day for the daily care of the canine, which will count towards hours worked that day.

Section 4: The city agrees to pay for the boarding facility for one week while the canine officer is on vacation. The canine officer shall not receive the additional canine officer compensation for that week.

Section 5: The canine officer will receive .50/hour shift differential pay, for hours worked after 11 am.

ARTICLE 40

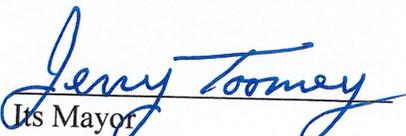
DURATION

Section 1. This Agreement shall be in full force and effect from January 1, 2017 to and including December 31, 2019, and shall supersede any prior Agreements between the parties.

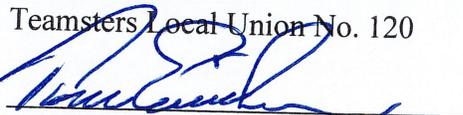
Section 2. Either party may serve upon the other a notice prior to the 1st day of July of the contract year, advising that said party desires to revise or change terms or

conditions of said Agreement. Nothing contained in this Contract shall be deemed however, to extend the effective date of this Contract beyond December 31, 2019.

For the City of Mitchell


Its Mayor

For the Union
Teamsters Local Union No. 120


President Local 120

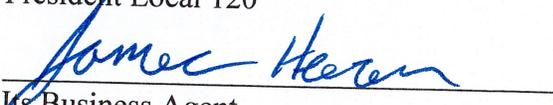

Its Business Agent

Exhibit A

Wage Schedule

STEP (TIG)*REQUIRED

*TIME IN GRADE (TIG) is the minimum time in service at each wage step which an employee must have fulfilled to qualify for next higher wage step. TIG at each respective wage step shall commence with the date at which the employee qualified for his/her existing wage rate step; qualifications shall include the evaluation criteria hereafter stated.

In addition to TIG criteria above stated, an employee must have had a satisfactory evaluation rating for the twelve (12) month period of time immediately prior to completion of his/her TIG criteria in order to qualify for next higher wage step classification.

In the case of an internal transfer of an employee from one job section to another (i.e. From Communications to Patrol or vice versa), the Chief of Public Safety may, at his sole discretion, consider the prior experience of the employee within the division and job knowledge and experience for the purpose of determining the initial step classification wage of the employee within the new job section.

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

TEAMSTERS ELIGIBLE POSITIONS

DEPT	POSITION	GRADE	FLSA
E911/2	Communications Specialist	11	N
PD/6	Detective	17	N
PD/8	Police Officer	16	N

Exhibit C

Longevity

Years of Service	Longevity Amount	Years of Service	Longevity Amount
1	\$50.00	16	\$800.00
2	\$100.00	17	\$850.00
3	\$150.00	18	\$900.00
4	\$200.00	19	\$950.00
5	\$250.00	20	\$1000.00
6	\$300.00	21	\$1050.00
7	\$350.00	22	\$1100.00
8	\$400.00	23	\$1150.00
9	\$450.00	24	\$1200.00
10	\$500.00	25	\$1250.00
11	\$550.00	26	\$1300.00
12	\$600.00	27	\$1350.00
13	\$650.00	28	\$1400.00
14	\$700.00	29	\$1450.00
15	\$750.00	30	\$1500.00
		30+	\$50.00 for each year of service

Explanation of Schedule

The above schedule is to be given out annually in the month of December.

Exhibit D

MITCHELL POLICE DIVISION TRAINING AGREEMENT

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

1. The Officer Candidate agrees to undertake basic training at the South Dakota Law Enforcement Training Center for the required period of time commencing on the date set by the City of Mitchell for the enrollment of the candidate in the schooling and to successfully complete such training. He or she then agrees to serve as an officer in the Mitchell Police Division in any duty assignment assigned by the Division. Officer 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 law enforcement training specified above, to furnish food and lodging on the premises for the Officer Candidate while in training and to pay the Officer Candidate a wage during and subsequent to training as specified in the Mitchell Police Division policy manual.

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 Officer Candidate agrees to pay the Division the sum of \$15,000.00, 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 Commission on Law Enforcement and Criminal Justice attesting to satisfactory completion of the minimum curriculum of the South Dakota Law Enforcement Training Center. 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 officer 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 officer candidate receives a disabling injury or illness that causes him or her to fail to satisfactorily complete or is dismissed during the basic training camp 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 Officer 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. Officer Candidate also states that the information placed on his or her formal application and that given for background investigation is accurate and complete to the best of his or her knowledge and belief. He or she recognizes that any breach of this agreement will be reported to future employers making inquiry.

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

8. This document embodies the whole agreement between the parties regarding the training of the officer 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 Police Division Policy Manual in affect 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 _____
Chief of Police

Exhibit E

Defined Approved Equipment List:

For Dispatch:

* Boots/Shoes that are required for specific work in which Communications Specialist is assigned to, and within standards of department policy.

* Personal clothing items such as watches (as mandated to have by policy, belts, and hot/cold weather clothing (i.e. undershirts).

For Patrol:

* Boots/Shoes that are required for specific work in which an Officer is assigned to, and within the standards of department policy.

* Hot/cold weather clothing to include but not limited to undershirts, long-johns, gloves (leather-frisk and/or cold weather).

* Additional duty belt items such as pouches, handcuffs, flashlights, cuff keys, multi-tools, and folding knives not exceeding 6" in length.

* Personal clothing items such as watches (as mandated to have by policy), and belts.

* All items must be department standard approved colors and without "excessive" advertisement on them as deemed fit by supervisors. Any other items purchased outside of this listing must be approved prior to purchase by the Chief of Public Safety or his designee.