

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF YANKTON, SOUTH DAKOTA

AND

YANKTON POLICE OFFICERS ASSOCIATION
FRATERNAL ORDER OF POLICE LODGE #19

Effective From the Date of Approval through December 31, 2025

ARTICLE 1
PREAMBLE

This agreement entered into by and between the City of Yankton, a municipal corporation, hereinafter referred to as the "City" or "Employer" and the Fraternal Order of Police Vermillion, Lodge #19, Yankton Police Officers Association, hereinafter referred to as the "UNION", and has as its purpose the promotion of harmonious relations between the City and its Employees, the establishment of an equitable procedure for the resolution of employment differences, and to commit to a binding agreement the result of comprehensive negotiations between the parties regarding mandatory subjects of bargaining under the law.

The City of Yankton employee personnel manual and the YPD policies shall apply to and be binding upon all employees of the bargaining unit to the extent not inconsistent with the express terms of this Collective Bargaining Agreement.

The Union recognizes that the school resource officer position (currently a position within the bargaining unit) exists through and is governed by a separate pre-existing "shared employee" contract between the City and the Yankton School District, which contract must be periodically renegotiated and renewed. In any renegotiation of such contract, or in the negotiation of any similar "shared employee" contract that may be created between the City and any other outside entity, the City shall make reasonable efforts to negotiate terms for the contract governing such position that do not conflict with the terms of this Collective Bargaining Agreement. The Union recognizes, however, that the Employees holding such "shared employee" positions within the Union must act in accordance with the terms and conditions of the position as set forth within the governing contract, regardless of whether such terms may be in conflict with the terms of this Collective Bargaining Agreement.

For purposes of this Agreement, if any power, obligation, or responsibility is bestowed upon the Chief of Police, the Chief may delegate it to any agent or subordinate at his or her discretion.

ARTICLE 2
RECOGNITION

SECTION 1

The City recognizes the “Yankton Police Officers Association”, as a collective bargaining unit. The bargaining unit includes Corporal, Police Officer, Detective, excluding the Chief of Police, Commander and Sergeant.

SECTION 2

The City agrees not to recognize, deal with, or enter into contractual relations either orally or written, with any other labor organization, agent, individual or group concerning rates of pay, hours, wage increases or other terms or conditions of employment for any Employee included in the bargaining unit set forth in the agreement, excepting only contractual relationship that govern specific “shared employee” positions within the bargaining unit (i.e. School Resource Officers).

ARTICLE 3
NON-DISCRIMINATION

SECTION 1

The parties hereby agree not to discriminate against any Employees because of race, color, creed, sex, religion, ancestry, marital status, national origin, familial status, age, disability, or Bargaining Unit membership in accordance with applicable law.

SECTION 2

The parties hereby agree that no officer, agents' representatives, members or anyone connected with either party shall in any manner engage in unfair labor practices prohibited by SDCL Chap 3-18.

ARTICLE 4
BARGAINING UNIT BUSINESS

SECTION 1

Bargaining Unit members, not exceeding four (4), shall be granted leave from duty, so long as their absence does not result in a stoppage of work in the department, without loss of pay for all meetings between the City and Bargaining Unit for the purpose of negotiating the terms of an agreement when such meetings take place at a time during which such Employees are scheduled to be on duty. No more than one Bargaining Unit member from a police squad may attend negotiation sessions when his or her squad is on duty unless mutually agreed to by both the City and Union. No compensation will be paid for the time spent preparing for negotiations, nor will this preparation be done by any employee during his regularly scheduled duty hours. No Union negotiating team member shall be paid by the City for time spent on negotiations that are conducted during time other than regularly scheduled duty hours. For instance, if a negotiation session lasts two hours beyond an Employee's scheduled shift, the employee shall not receive any pay for those two hours and the additional two hours shall not count toward accumulation of overtime.

SECTION 2

Bargaining Unit members may be granted leave from duty without pay for the purpose of attending regular bargaining unit meetings when it has been determined by the Chief of Police that such absences will not hinder the effective operation of the department. Only one employee from an on-duty squad may be allowed to attend a meeting at any one time.

Bargaining Unit officials or members may be granted leave from duty without pay for the purpose of attending conventions and other official FOP meetings or training when it has been determined by the Chief of Police that such absences will not hinder the effective operation of the department. Such leave shall be contingent upon written request by the Bargaining Unit and approval by the Chief of Police not less than one fifteen (15) days in advance of the requested leave dates. Only one employee from a squad may be allowed time off at any one time, unless mutually agreed to by both the City and Union.

ARTICLE 5
PROBATIONARY PERIOD

SECTION 1

All Employees shall serve a one-year probationary period from the later of the date of hire or the date of completion of training and certification by the South Dakota Law Enforcement Training Center, not to exceed a maximum probationary period of eighteen (18) months. During this period, Employees shall demonstrate an ability to perform the duties of the position assigned the failure of which may result in termination.

SECTION 2

Promoted Employees shall serve a six (6) month probationary period from the later of the date of their promotion or the date of certification by the South Dakota Law Enforcement Training Center.

SECTION 3

Probationary Employees have no grievance rights under this Agreement.

ARTICLE 6
EMPLOYEE RIGHTS

SECTION 1

Each Employee shall, upon request, have the right to review his or her personnel file at a time that is mutually convenient to the employee and to the City administration.

SECTION 2

No record of personnel action taken, or any disciplinary action pertaining to an Employee shall be kept by the Employer in any location other than the personnel file maintained by the City at City Hall, after the investigation and findings are final.

SECTION 3

The Employer may provide the public with general guidance regarding the manner or method in which complaints may be made, Employer shall not solicit complaints against specific Employees. An unfounded complaint shall not be kept in an Employee's personnel file.

SECTION 4

Prior to any interview of an Employee by a Supervisor for which the Supervisor subjectively knows at the outset is likely to result in suspension, demotion, or termination, the Employee shall be notified that the interview may result in such discipline. This is not a due process requirement, but intended as a courtesy to the Employee so that they may not be surprised if discipline follows from such interrogation.

SECTION 5

The disciplinary interrogation of an Employee shall be conducted in a private location at a reasonable hour, and when the Employee is on duty, unless the investigation dictates otherwise or if the employee is paid overtime. Employees shall be relieved of responsibilities without loss of pay when being interrogated for disciplinary purposes. This action shall not prohibit any law enforcement agency from conducting criminal investigations at any time. Questions directed to the Employee during the interview shall be asked by only one (1) interviewer at a time. The Employee has a right to have a Bargaining Unit representative or attorney of his choosing during the disciplinary interrogation.

SECTION 6

The City, Police Chief or Bargaining Unit shall not make any press releases or comments to the media regarding details of ongoing disciplinary actions.

SECTION 7

USE OF EVIDENCE:

- (a) All recordings and other evidence may be used or reviewed only in accordance with the YPD recordings and evidence policies. Notwithstanding such policies, Employees may access and review their own video in any of the following situations:

- (i) By an employee to make sure the video system is working during required checks; or
 - (ii) By an employee to assist with the writing of a report, supplement, or memorandum.
- (b) In no event shall any recording be used or shown for the purpose of ridicule or embarrassing any employee. If an employee depicted in a video objects to showing a recording intended to be shown or used for its training value, his or her objection will be submitted to a Commander to determine if the training value reasonably outweighs the employee's objection.
- (c) Employees shall not obtain, attempt to obtain, or convert for their personal use or for the unauthorized use of another person, any confidential information from Department records, video files, recordings, photographs, or such confidential files and recordings of any other agency.

ARTICLE 7
GRIEVANCE PROCEDURE

SECTION 1

A grievance is defined as any dispute concerning the interpretation or application of a provision of this Agreement, the City of Yankton Personnel Manual, or the Yankton Police Departmental Policies, except as may be limited by the terms of this Agreement or applicable law.

SECTION 2

An employee who has a dispute may file a grievance individually and/or with assistance of his/her Union representative. The employee has the right to have a Union representative present at any discussion between the Employer and Employee regarding the grievance.

The Union may not independently grieve the discipline of an Employee or any alleged violation of the rights of any individual Employee granted under this Agreement. If an Employee has initiated such a grievance (with or without the help of a Union representative) and the Employee wishes to abandon the grievance, the Union shall not have authority to continue to pursue the grievance. However, the Union may independently grieve and pursue to conclusion any other alleged violation of this Collective Bargaining Agreement.

SECTION 3

INFORMAL STEP: The Grievant (directly or through a Union representative) may initially discuss grievances with the Chief of Police in order to informally resolve matters as quickly as possible. In the event a satisfactory settlement is not reached, the following procedure shall be available to the Grievant:

STEP 1: The Grievant (directly or through a Union representative) shall file a grievance, in writing, to the Chief of Police. Such grievance must be filed within fourteen (14) calendar days from the date the Grievant became aware of the event giving rise to the grievance or the grievance will be presumed to have been waived. The Chief will respond, in writing, within ten (10) calendar days of receipt of the written grievance. The Chief's written response must include the reason(s) for the decision. The Chief, Union and Grievant may meet to discuss the grievance prior to the Chief making a decision.

STEP 2: Within ten (10) calendar days after receiving the decision of the Chief on the grievance, the Grievant, if still dissatisfied with such decision, may appeal the decision by presenting (directly or through a Union representative) the grievance in written form to the City Manager. The City Manager shall respond in writing to the Grievant within ten (10) calendar days after receiving the grievance. The City Manager's written response must include the reason(s) for the decision. The City Manager and Grievant (individually and/or with the assistance of a Union representative) may meet to discuss the grievance prior to the City Manager making a decision.

STEP 3: Within thirty (30) calendar days after receiving the written decision of the City Manager on the grievance, the Grievant, if dissatisfied with such decision, may (with the assistance of the Union) submit the grievance to the South Dakota Department of Labor, Division of Labor and Management for resolution.

SECTION 4

The time limits provided for in this grievance procedure shall be strictly construed and the failure of any employee to meet the time limits stated in this grievance procedure relative to the submittal of the grievance shall constitute a withdrawal of the grievance. In the event that the Administration fails to answer a grievance within the time specified, the grievance may be processed to the next higher level and the same time limits shall apply as if the Employer's answer had been timely filed on the last day.

SECTION 5

The Employer and Grievant, by mutual agreement in writing, may extend time limits or waive any or all of the steps cited above.

ARTICLE 8
DISCIPLINARY PROCEDURE AND PERSONNEL FILES

SECTION 1

No Employee affected by this Agreement shall be removed, suspended, demoted, or discharged, or in any way disciplined, except for just cause.

SECTION 2

Disciplinary action may be applied in a progressive manner including the following:

1. Letter of Reprimand
2. Suspension(s) (with or without pay)
3. Demotion
4. Termination

The City reserves the right to initiate or accelerate discipline according to the seriousness of the offense.

Letters of reprimand are not grievable; however, Employees are permitted to attach written comments to a letter of reprimand that must always accompany the letter as long as the document exist. All others (unless Employee is a new hire or promoted employee in probationary status) are appealable, and are subject to due process. Probationary employees have no right to grieve disciplinary actions taken against them.

SECTION 3

Prior to any discipline being issued, the Employer must conduct a thorough investigation. If the Employer is considering discipline that may result in suspension, demotion or termination, the Employer must, at a minimum, do the following:

1. Pre-Disciplinary "Loudermill" Meeting: Prior to making a determination regarding the Employee's guilt or innocence of the charges, the Employer shall hold a pre-disciplinary meeting with prior notice commensurate with the alleged offense. The Employee may include another officer, Union representative, and/or attorney in the meeting. However, the meeting shall not be rescheduled in order to accommodate the inclusion of any such additional support party. At the meeting, the Employee and any included support officer, Union representative, and/or attorney are given an opportunity to hear the charges against the Employee and examine any evidence. At the meeting, the Employee shall be given an opportunity to explain his/her version of events. Upon completion of the pre-disciplinary meeting, within 14 calendar days, the Employer shall issue a written decision to the Employee notifying him/her of what discipline, if any, is being given and the reasons for the Employer's decision. Reasonable effort shall be made to mechanically record the Loudermill meeting with an Employee in its entirety. If requested by the Employee, such recording shall be copied and furnished to the employee at no cost within seven (7) calendar days of the request.

2. Right of Appeal. A sworn employee who has completed his/her probationary period and had disciplinary action of demotion, suspension with or without pay, or termination shall have the right to "appeal" the discipline through the grievance procedures set forth herein.

SECTION 4

Employees required to attend disciplinary meetings which may result in demotion, termination, or suspension with or without pay will be given personal notice at least twenty-four (24) hours prior to the meeting.

SECTION 5

An Employee covered by this agreement shall have the right to be represented by a UNION representative or attorney of his choice, at any pre- or post-disciplinary meeting or hearing. If the Employee chooses to have an attorney present, the Employee is solely responsible for any attorney fees. If requested by the employee, the employee shall have the right to have a Union representative present at each disciplinary meeting regardless of whether or not an Employee has an attorney representing him/her.

SECTION 6

When an Employee is placed on administrative paid leave while the Employer is investigating a matter concerning the Employee that could lead to suspension, demotion, or termination of the Employee, the leave shall in no way affect the Employee's seniority, accumulation of paid leave, insurance or and any other benefits the Employee would have received if the Employee had been actively working.

SECTION 7

Any material allegedly adverse to the interests of an Employee shall be copied to the Employee electronically or in writing when it is entered into his or her personnel file. An Employee may make a written response to such document within ten (10) calendar days. The Employee's response shall be attached to the adverse material in the personnel file. Unfounded complaints shall never be entered into an Employee's personnel file.

ARTICLE 9
MANAGEMENT RIGHTS

SECTION 1

Except as otherwise expressly and specifically limited or restricted by a provision of this Agreement, nothing in this Agreement shall be construed to restrict, limit, or impair the rights, powers, duties, and authority of the City as granted to it under the laws of the State of South Dakota and ordinances lawfully limited to the rights enumerated in the Sections below:

SECTION 2

The rights to determine, effectuate, and implement the objectives and goals of the City; the right to manage and supervise all operations, and functions of the City;

SECTION 3

The rights to establish, allocate, schedule, assign, modify, change and discontinue City operations, work hours, and shifts;

SECTION 4

The rights to establish, modify, change, and discontinue work standards;

SECTION 5

The right to hire, examine, classify, promote, train, transfer, assign, retain, suspend, demote, terminate, or take other disciplinary action against Employees, and to relieve Employees from duties;

SECTION 6

The right to increase, reduce, change, modify, and alter the composition and size of the work force;

SECTION 7

The right to create, establish, change, modify and discontinue any City function, operation, and department;

SECTION 8

The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods or services, public relations and procedures and policies for the safety, health, and protection of City property and personnel;

SECTION 9

The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies concerning or governing conduct of the City's operations or its Employees;

SECTION 10

The right to establish, select, modify, change, or discontinue equipment, materials and the layout and arrangement of machinery, equipment, and offices;

SECTION 11

The right to determine the size and character of equipment inventories and their disposal;

SECTION 12

The right to determine and enforce Employees' quality and quantity standards;

SECTION 13

The right to contract, subcontract, merge, sell or discontinue any function or operation of the City;

SECTION 14

The right to sell, transfer, lease, rent, or otherwise dispose of any City equipment, inventories, tools, machinery or other type of property, machinery, inventories and equipment owned, leased or borrowed by the City; the right to select vendors and products, the right to determine which products are to be processed, manufactured or sold and which services are to be rendered, supplied, or discontinued; the right to establish, implement, change, modify, adjust and discontinue any process, technique, method, means of manufacture or distribution and the type of machinery or equipment to be used or operated by the City or any contractor or subcontractor; the location, establishment or organization of new departments, divisions, subdivisions or facilities of new departments, divisions, subdivisions or facilities of new departments, divisions, subdivisions or facilities thereof, and the relocation of departments, divisions, subdivisions, locations and the closing and discontinuance of the same.

ARTICLE 10
REDUCTION IN FORCE AND RECALL

SECTION 1

In the event of a reduction of the work force, entry level probationary Employees shall be laid off first. All other Employees (including promotion probationary Employees) shall then be laid off by inverse seniority with the least senior Employee being laid off first.

SECTION 2

When a layoff becomes necessary, the Employer will notify the Bargaining Unit and individual in writing with as much notice as possible, but not less than thirty (30) days.

SECTION 3

No regular Employee shall be laid off from any classification while there are provisional, probationary, part-time, or seasonal Employees working in the same classification.

SECTION 4

An Employee whose position has been eliminated by such a reduction may request the City Manager to be considered for retention in another City position. The request shall be in writing, within ten (10) work days of the notice of the determination to eliminate the Employee's position. Any such request shall be no guarantee of hiring for such position.

SECTION 5

The names of regular Employees who have been laid off shall be placed on a layoff list, maintained by the Employer. The Employer shall re-hire in the reverse order of layoff, provided; such Employees are otherwise qualified to perform the duties of the position. No new Employees will be hired by the Employer as long as there are Employees laid off who have seniority, provided the senior laid-off employees are willing and capable of performing the available work. Recall shall be a registered letter to the Employee's last known address. It shall be the Employee's responsibility to notify the Employer, in writing, of a change of address. If the Employee does not respond in seven (7) calendar days, or denies the recall, that Employee's name shall be deleted from the layoff recall list.

SECTION 6

Employees who have been laid off and maintain South Dakota law enforcement certification are eligible for recall for two years from the date of their layoff.

ARTICLE 11
NO STRIKE/NO LOCKOUT

SECTION 1 – No Strikes.

During the term of this Agreement, the FOP shall not strike.

SECTION 2 – No Lockouts.

During the term of this Agreement, the Employer shall not lockout any Employees.

ARTICLE 12
BULLETIN BOARD AND BALLOT BOXES

SECTION 1

The City shall permit the Yankton Police Officers Association a location for one bulletin board for posting notices. Only the Chairman or President of the Bargaining Unit and his/her designee(s) shall be permitted to post or remove notices. At all times the Bargaining Unit shall also keep the current list of Bargaining Unit officers (president, VP, secretary, treasurer, stewards, etc.) posted on the bulletin board. A copy of all materials posted upon the bulletin board shall be provided to the Chief of Police 24 hours before it is posted. The Bargaining Unit shall be permitted to keep two (2) file cabinets within the police facility. The bulletin board and filing cabinet will be placed in the squad room. Ballot boxes may also be maintained inside the filing cabinets, which may be used by the Union to conduct its elections.

SECTION 2

Posted notices shall not contain anything political or which reflects adversely on the City or any of its Employees.

ARTICLE 13
EVALUATIONS

SECTION 1

Evaluations shall be done no less frequently than once each year. With input and recommendations from the Bargaining Unit, the Employer shall create (and update as necessary) an Evaluation form that promotes an objective evaluation.

SECTION 2

Evaluations of each Officer shall be done by his or her immediate Supervisor.

ARTICLE 14
HOURS OF WORK AND DUTY SHIFTS

SECTION 1

Generally, Employees covered by this agreement will typically work shifts of eight (8), Ten (10), or twelve (12) hours. However, when scheduling, supervisors may modify scheduled shifts as necessary to accommodate training, public events, balancing of personnel, overtime budgeting, or other needs of the City. Each detective shall work a flex schedule established by his or her supervisor with varying hours each week and work day equal to forty (40) hours per week.

SECTION 2

Employees shall be entitled to work their scheduled shift. The Employer shall abide by all grant requirements regarding overtime pay for work attributable to and funded by such grant funds. Overtime hours must have the approval of a supervisor and should be approved in the UKG system in advance whenever possible. Notwithstanding the foregoing, the Employee and the Employee's supervisor may change the Employee's schedule within the work week by written agreement signed by the Employee and the supervisor, and notice shall be provided to the Union.

Within the time-keeping system provided by the City, Employees shall provide an written explanation regarding the date, hours, and reason for overtime worked (for example, "3/3/2015, 5 hours, sexual assault investigation for Zuercher case file/report #xxxxx").

SECTION 3

Employees shall be allowed a paid thirty (30) minute meal period during each scheduled shift of at least eight (8) hours in length and forty-five (45) minutes for each scheduled shift of at least twelve (12) hours in length. Additional rest periods or breaks are as approved the shift supervisor. All breaks are subject to call.

ARTICLE 15
SHIFT BIDDING

SECTION 1

Employees shall bid for shifts within their classifications based on seniority within such classification as defined within this Agreement. Bidding for shifts and duty assignments will take place once a year. Ultimately the Chief of Police or the Chief's designee shall make final shift decisions and a seniority bid is no guarantee of the awarding of any shift.

ARTICLE 16
OVERTIME AND CALL-IN PAY

SECTION 1

Employees working in excess of their normally scheduled daily shifts and/or in excess of eighty (80) hours in a fourteen (14) day period shall be entitled to overtime pay. Floating holidays, vacation leave, compensatory time, and sick leave will be counted as time worked.

SECTION 2 – Call-In Pay

An Employee called to work outside of their regularly scheduled work shift after having left the premises shall be paid at the rate of one and one-half times (1½) his or her regular rate of pay for the actual amount of time spent engaged in work outside of his or her regularly scheduled shift.

However, each instance in which any call can be handled by the Employee remotely (i.e. via telephone, mobile device, computer, etc.) and does not require the employee to travel to his or her customary workplace, the employee shall be paid for a minimum of one-half (½) hour of work at one and one-half (1½) times his or her regular work pay for each response.

Subsequent calls within the same one-half (½) hour will not result in additional compensation for that time. For each instance in which one or more calls actually requires the employee to travel to his or her customary workplace, the employee shall be paid for a minimum total of two (2) hours at one and one-half times (1½) his or her regular work pay even if the total cumulative work from all calls is less than two (2) hours. Subsequent calls within the same two (2) hours will not result in additional compensation for that time.

SECTION 3

An employee shall be paid a shift differential of \$1.00 per hour in a addition to his or her regular base hourly rate of pay for the portion of the regular shift falling between 6:00pm and 6:00am.

SECTION 4

Each detective shall receive an extra hour of pay (straight pay and not counted toward overtime) for each 24 hours in which he or she is scheduled to be on-call.

ARTICLE 17
HOLIDAYS

SECTION 1

The following days and any other days that may be designated by the Employer, are paid holidays for Employees:

1. New Year's Day;
2. President's Day;
3. Memorial Day;
4. Independence Day;
5. Labor Day;
6. Veteran's Day;
7. Thanksgiving (fourth Thursday and Friday in November);
8. Christmas Eve (24th of December), unless Christmas Eve falls on a Friday, Saturday or Sunday;
9. Christmas Day (25th of December); and,
10. Three Personal Days (to be used at any time through the year pending their department head or the department head's designee's approval), and a fourth Personal Day in each year in which Christmas Eve falls on a Friday, Saturday, or Sunday.

Whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed below fall on a Sunday, the succeeding Monday shall be observed as the holiday.

SECTION 2

If an Employee's shift starts on the Holiday, then the Employee shall be compensated at the rate of one and one half (1½) times for the actual number of hours worked plus the eight hours of holiday pay.

SECTION 3

When a holiday falls on a regular day off for an Employee, the Employee shall be awarded eight hours of holiday pay.

SECTION 4

If the City Manager awards additional compensation or administrative leave to any City employees in relation to an emergency closure, the same will be awarded in equal amounts to employees who are required to stay and work during the emergency closure period.

ARTICLE 18
VACATION LEAVE

SECTION 1

All Employees shall receive vacation yearly as follows:

1 through 5 years	80 hours
6 through 10 years	120 hours
11 years +	160 hours

SECTION 2

All requests shall be submitted to the Chief/Designee. Requests shall be scheduled at least two (2) weeks in advance. The City will attempt to grant vacation at the time requested by the employee unless, in the judgment of management, operational necessity requires staffing. The City reserves the right to limit the number of employees on vacation at the same time and to limit the number of successive days of vacation taken by an employee. If the City determines it is necessary to limit the number of employees on vacation at the same time, the first submitted request shall prevail. In the event of any conflict over simultaneous requests for vacation periods, the employee with the greater seniority shall be given his/her choice of vacation period. Vacation may only be used as earned and must be taken in at least fifteen minute increments.

SECTION 3

For the purposes of vacation eligibility in the preceding section, no accumulation will be credited to eligible employees during the first six (6) months of their continuous service. Forty (40) hours of vacation leave will be credited at the end of the first six months of continuous service.

SECTION 4

Vacation hours not used during the calendar year in which they are earned may be carried over into successive years. The maximum allowable accrued vacation shall be two (2) times the amount of vacation earned in a year based upon the employee's hire date. Any hours above the maximum accrual allowed will be lost. However, the City Manager may authorize individual and specific exceptions to the maximum allowable accrued vacation on a case-by-case basis to accomplish a reasonable administrative or staffing objective.

SECTION 5

Any employee who is separated from the service of the City for any reason prior to the taking of vacation leave, shall be compensated for the unused vacation the employee accumulated at the time of separation. Reimbursement for vacation leave will be at the employee's salary rate on their last day of employment. In the event of the employee's death, the earned, unused vacation is owed to his or her estate.

SECTION 6

Any observed holiday which shall occur during an employee's scheduled vacation shall be counted as a holiday, not as a day of vacation.

ARTICLE 19
SICK LEAVE & BEREAVEMENT LEAVE

SECTION 1 **Accumulation.** Sick leave benefits are granted on the basis of:

1. Eight (8) working hours per month of service on a forty (40) hour work week.
2. Sick leave with pay may be accumulated to a maximum of 960 hours.
3. Employees holding regular appointment with a standard work week of less than forty (40) hours shall earn sick leave credits and have a maximum accrual of sick leave credits based on their budgeted work week compared to a forty (40) hour work week.

SECTION 2 **Use of Sick Leave.** Sick leave may be authorized on any scheduled work day other than holiday or other authorized absence for the following:

1. Personal illness or off-the-job injury.
2. Enforced quarantine of the employee in accordance with community health regulations.
3. Illness in the immediate family when it can be shown that an employee's presence is required. Immediate family shall mean the employee's spouse, natural child, adopted child, foster child, stepchild, parents, step-parents, brothers, sisters, great grandparents, grandparents, grandchildren and the same relatives of a spouse. The employee's Department Head or the Department Head's designee shall approve such use.
4. Death of a spouse or a minor natural, adopted, or step child – limited to fifty-six (56) hours;
5. Death of any other immediate family member or other person residing in or sharing the same household as the employee – limited to sixteen (16) hours.

Reporting of sick leave may not cause more than the standard equivalent work day to be reported on the time card.

SECTION 3 **Payment for Sick Leave Earned Over Maximum Accumulation.** When a person accumulates the maximum sick leave allowed, additional sick leave will continue to accrue until the end of the calendar year. However, this additional sick leave may not be used and will not carry over into the next calendar year. Each employee, who accrues this additional leave, shall be paid based on one (1) hour pay for every two (2) hours additional sick leave accrued.

A review of all employees' sick leave records shall be made on the last working day in December with payment the first payday in January.

SECTION 4 Reporting of Sick Leave. Each Employee must complete and submit a Sick Leave Report (See Appendix A) for all sick leave used. After approval by the Chief and City Manager, the documentation will be stored in the employee's file.

SECTION 5 Notification. Sick leave with pay is authorized only if the employee notifies their Department Head or supervisor of the necessity for absence. An employee whose work requires a substitute for a particular shift assignment is required to give reasonable notification of absence prior to the employee's assigned time to start work. This requirement may be waived by the City if the employee's condition renders him or her physically incapable of notifying the City. If an employee is absent from work and has not notified the Department Head or supervisor of an illness, sick leave will not be granted for the absence and the absence will be recorded as an unauthorized leave. A medical certificate or other substantiating evidence of illness may be required for any sick leave absence. Abuses of sick leave benefits shall be sufficient cause for an employee to be disciplined. A physician's report section of the sick leave report form must be submitted when the leave extends beyond three (3) continuous work days and at the end of each succeeding pay period. For an extended period of sick leave, a doctor's report of expected duration shall be sufficient. Before an employee can be permitted to perform assigned duties after having sustained an injury or having been ill beyond seven (7) continuous work days, said employee must present the Chief or the Chief's designee with a physician's report stating that the employee is fit for work. This report must be forwarded to Human Resources.

SECTION 5 – Bereavement Leave.

An Employee shall be granted up to twenty-four (24) hours paid leave following the death of a member of their immediate family which shall include: spouse, natural child, adoptive child, foster child, stepchild, parents, stepparents, brothers, sisters, great grandparents, grandparents, grandchildren and the same relatives of the employee's spouse. In addition sick leave may be taken for the death of an immediate family member consistent with the terms of Section 2 above.

SECTION 6 - FMLA

The City shall adhere to the terms of the Family and Medical Leave Act of 1993, as amended (the "FMLA") as set forth in 29 USC Chap. 28 and 29 CFR Part 825. The City of Yankton shall utilize the 12-month rolling forward method to calculate an employee's available leave. The City shall adopt and maintain an FMLA policy and FMLA procedures consistent with the terms of the FMLA.

Family and medical leave in accordance with the FMLA will be paid to the extent of the accrued sick leave available to the employee. After the accrued sick leave has been exhausted, any further family and medical leave shall be paid only to the extent the employee has available compensatory time off, or vacation leave. After all such paid leave has been exhausted, all remaining family and medical leave shall be without pay. Employees may elect to leave banked and unpaid a cumulative

total balance of forty (40) hours of accrued compensatory time off or vacation leave for future use consistent with the terms of this Agreement. However, nothing herein shall grant any employee the right to take more job-protected leave than that granted by the FMLA.

ARTICLE 20
MILITARY LEAVE

SECTION 1.

Employees will be granted a leave of absence for periods of military service in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Such employees' rights at the conclusion of such service shall also be governed by USERRA. An employee who is on military leave may be eligible to receive the difference between their military pay received and their authorized salary, provided that the military pay is less than the authorized City salary. This difference may not be paid to exceed ten (10) regular working days in any one (1) calendar year. The difference of pay between military pay and authorized City salary shall be reduced by one (1) day's pay for each vacation day earned in excess of ten (10) vacation days per year by the employee. In order to receive compensation, the employee must file a statement of earnings from the military with the Finance Department payroll clerk. Notwithstanding the foregoing, an Employee is not required to expend vacation leave to take a military leave of absence under USERRA.

ARTICLE 21
UNPAID LEAVE OF ABSENCE

SECTION 1

An employee shall be eligible for leave of absence without pay at the discretion of the Chief of Police. Prior to taking leave of absence without pay, all sick and vacation leave shall be exhausted. No sick or vacation leave shall accrue during a leave of absence without pay.

SECTION 2

An employee shall not accrue seniority and benefits while on leave of absence. The employee shall be returned to the position he or she held at the time the leave of absence was granted when he or she returns from the leave of absence.

ARTICLE 22
HEALTH, DENTAL, VISION and LIFE INSURANCE

SECTION 1

The Employer shall pay 100% of the cost of health insurance premiums for Employee, and 50% for the Employee's "plus one" elected coverage, and 50% for the Employee's "family" elected coverage.

SECTION 2

The Employer shall pay 100% of the cost of dental insurance premiums for the Employee and 50% for the Employee's "plus one" elected coverage (or the equivalent amount applied toward Family coverage if elected).

SECTION 3

The Employer shall pay 100% of the cost of "standard" optical insurance premiums (with no buy-up options) for Employee and 50% of the costs of "standard" premiums for the Employee's "plus one" or family.

SECTION 4

The Employer agrees to pay the full premium on a term life insurance policy for each Employee with a death benefit of \$15,000.00. The beneficiary shall be designated by the Employee, or to the Employee's estate in the absence of a designated beneficiary.

SECTION 5

By January 31 of each year, the Union shall designate up to three (3) of its members to serve on the City's employee insurance committee and provide those names to the City Manager via email. The City Manager shall appoint those individuals to the employee insurance committee for that calendar year.

ARTICLE 23
WAGES

SECTION 1

Employees shall be paid in accordance with the below tables. On January 1 of each year of this Agreement, each eligible Employee not already at Step 10 will advance one step.

January 1, 2022 Through December 31, 2022

		Min-1	2	3	4	5	6	7	8	9	10
Police Officer	38	\$ 50,838	\$ 52,190	\$ 53,578	\$ 55,003	\$ 56,466	\$ 57,968	\$ 59,510	\$ 61,093	\$ 62,718	\$ 64,359
Police Detective	42	\$ 56,115	\$ 57,608	\$ 59,140	\$ 60,713	\$ 62,328	\$ 63,986	\$ 65,688	\$ 67,435	\$ 69,229	\$ 71,040

**January 1, 2023, Through December 31, 2023
3% Upward Base Adjustment**

		Min-1	2	3	4	5	6	7	8	9	10
Police Officer	38	\$ 52,363	\$ 53,756	\$ 55,186	\$ 56,654	\$ 58,161	\$ 59,708	\$ 61,296	\$ 62,926	\$ 64,600	\$ 66,290
Police Detective	42	\$ 57,798	\$ 59,335	\$ 60,913	\$ 62,533	\$ 64,196	\$ 65,904	\$ 67,657	\$ 69,457	\$ 71,305	\$ 73,171

SECTION 2

Incentive Pay and Market Adjustments. The parties understand that in order to maintain competitiveness or to retain quality employees in the employment marketplace, sometimes city management must increase pay for specific positions or classes of positions beyond the then-current rate of compensation under this Contract. The parties also acknowledge that the contract sets a baseline and is not intended to prevent the City's efforts to recruit or retain quality employees in a competitive employment marketplace. The City shall notify the Union president and Union representative via email about any proposed increased compensation for bargaining unit employees and the reasons the extra compensation is given. The Union shall have one week to approve the proposed additional compensation in writing by any convenient means, including email. Failure to timely notify the City administration of approval shall be deemed a denial of the proposed increased compensation. The Union may also request negotiation of the proposed increase, which may be handled informally and as soon as possible via video conference, teleconference, or in person.

SECTION 3.

Employees shall receive longevity pay based on length of service with the Yankton Police Department and added to their pay in accordance with the following:

25 Years Plus	\$650.00
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“Length of Service” shall be the full number of complete years of continuous employment, calculated on the basis of the employee’s hire date during the calendar year. However, an employee whose career is interrupted by service in the Armed Forces of the United States and who resume city employment within the period of time specified in applicable federal law shall have all prior service and military service counted as years of service. The City Manager shall determine any question of eligibility.

SECTION 4.

Extra compensation shall be paid for the following enumerated extra job duties only as follows:

- (a) FTO/PTO. Employees assigned the added duty of Field Training Officer FTO/PTO shall receive an additional one dollar (\$1.00) per hour added to their pay while assigned a trainee.
- (b) K-9 Officers. K-9 officers shall receive an additional one dollar (\$1.00) per hour for all hours worked and an extra half-hour of pay (straight pay and not calculated into overtime) each day while off-duty while assigned and caring for an active-duty police canine;
- (c) Taser Trainer. Taser Instructor Certified Employees assigned the added duty of Taser Instructor trainer of other officers shall receive an additional one dollar (\$1.00) per hour added to his or her pay while actively training other officers during organized training as scheduled by his or her supervisor; or
- (d) Firearms Instructor. An Employee who is a Certified Firearms Instructor with the State of South Dakota and who is assigned the added duty to train and qualify other officers in the use of firearms shall receive an additional one dollar (\$1.00) per hour added to his or her pay while actively training other officers during organized training as scheduled by his or her supervisor; or
- (e) CPR Instructor. An Employee who is a Certified CPR Instructor with the American Heart Association and who is assigned the added duty to train and certify other officers in the use of CPR shall receive an additional one dollar (\$1.00) per hour added to his or her pay while actively training other officers during organized training as scheduled by his or her supervisor; or
- (f) Less Lethal/Chemical Munitions Instructor. An Employee who is a certified to train other officers in the use of "less-lethal/chemical munitions" skills and who is assigned the added duty to train other officers in the use of "less-lethal/chemical munitions" skills shall receive an additional one dollar (\$1.00) per hour added to his or her pay while actively training other officers during organized training as scheduled by his or her supervisor; or
- (g) Defensive Tactics (TPR/UoF) Trainer. An Employee who is a Certified by HFRG to train and certify other officers in "threat pattern recognition/use of force" and defensive tactics (collectively "TPR/UoF"), and who is assigned the added duty to train and certify other officers in TPR/UoF skills shall receive an additional one dollar (\$1.00) per hour added to his or her pay while actively training other officers during organized training as scheduled by his or her supervisor; or
- (h) Employees engaged in other specialty skills or training for the Yankton Police Department may be provided extra compensation while engaged in the specialty

skill or training (of themselves or other officers) in an amount or manner deemed appropriate at the sole discretion of the Chief of Police and approval by the City Manager. Extra compensation provided under this subsection shall not create a binding precedent for further or future compensation for the same purpose.

With the exception of only the extra K-9 Officer pay, extra job duty compensation may not be "stacked," meaning an Employee may only receive extra pay for one extra job duty at any one time. For instance, an Employee engaged in FTO training of another officer who also conducts Taser and/or DRE training may only be paid for the time actually spent training any one course and in no situation may the employee stack extra duty pay to receive more than an extra \$1.00 per hour simply because the Employee is certified to train multiple skills.

SECTION 5. Out of Class Pay. Any employee who works "out of class" shall receive additional compensation of one dollar (\$1.00) per hour. An employee works "out of class" when (1) an employee is responsible for covering duties of an absent employee excluding an absent employee with the same duties or an absent employee with the same or lower job class salary range attendant to their job title for longer than a period equivalent to two weeks, or (2) the employee's Supervisor and Chief of Police or the City Manager determine the employee is working "out of class."

ARTICLE 24
OUTSIDE EMPLOYMENT

SECTION 1

With written permission of the Chief of Police, Employees may be permitted to engage in outside employment provided the duties of the outside employment do not constitute a conflict of interest nor conflict with Employee's performance of duties with the Employer. However, all such employment shall comply with YPD Policy 38.1 – OUTSIDE EMPLOYMENT. For the safety of the Employee and the public and to ensure the Employee is fit for duty, Employees shall be required to schedule outside employment to allow for a mandatory rest period no less than eight (8) hours before the Employee's next regularly scheduled shift. Duties with the Employer shall take priority over outside employment. The Chief of Police may rescind prior approval if the additional outside employment interferes with the employee's City duties, becomes a conflict of interest, or violates the terms of this Agreement or the City's Personnel Manual.

SECTION 2

An Employee must notify the Chief of Police of the nature of all outside employment. Should this permission be granted, then the Employee shall follow the same employment behavior guidelines in force and effect as when the Employee is engaged in employment on behalf of the Employer.

SECTION 3

While engaging in authorized outside employment, Employees may not openly display a Yankton Police badge or represent that they are actively working for the City of Yankton or Yankton Police Department in any capacity during such employment. The City's Worker's Compensation coverage is not extended to Employees while engaged in outside employment.

SECTION 4

No City Employee who is drawing sick leave, workers compensation, and/or FMLA leave or benefits from the City shall work at any other employment during his/her time on leave without written consent of the Chief of Police or the City Manager.

ARTICLE 25

INJURIES IN THE LINE OF DUTY

SECTION 1 – Workers Compensation

Employees are covered by Workers Compensation as provided by the law of the State of South Dakota. The City shall adopt a policy and procedures consistent with South Dakota statutes and regulations applicable to the Worker's Compensation.

SECTION 2 – Disabling Workplace Injuries

Any Employee who is injured in the performance of his/her duties in a manner that causes disability preventing the employee from returning work shall receive the difference between the Employee's regular pay and the Worker's Compensation payment ("supplemental benefits") for the period of disability not to exceed thirty (30) calendar days, and the corresponding number of hours will be charged against the Employee's sick leave credit until the same is exhausted. Extension of the supplemental benefits may occur if medical certification is obtained that shows the medical condition such that the Employee cannot return to work. The City is under no obligation to continue its payment supplemental benefits beyond thirty (30) calendar days. Where applicable after exhausting sick leave and City supplemental benefits, an employee may use accumulated vacation leave, floating holiday time, or sick leave that is donated through the Catastrophic Illness Leave Donation policy to supplement Worker's Compensation benefits.

The Employee shall not be entitled to any supplemental payment under this section in an amount that, when added to any workers' compensation benefit and/or any compensation received from the Employer, result in the Employee receiving total compensation greater than the average weekly wage for the applicable time period.

SECTION 3 – Status Updates and Monitoring.

An employee that has been injured on the job shall be required to keep the Human Resources Department and his or her supervisor or Chief of Police informed at all times regarding the status and healing progress of the injury and continue to provide up-to-date written work restrictions provided by the employee's treating health care provider(s), if any. The Chief or the Chief's designee and Human Resources Director shall be responsible for monitoring and confirming work restrictions remain valid and that they are complied with.

ARTICLE 26
UNIFORMS AND EQUIPMENT

SECTION 1

The Chief of Police and command staff shall have the sole discretion to direct the uniforms and equipment needed by Employees with input from the Union. The City may reimburse up to one hundred fifty dollars (\$150.00) toward the purchase and/or repair of pre-approved footwear every two (2) years for all police officers. The Officer shall pay for the pre-approved footwear and/or repair and submit a receipt to the Chief of Police for reimbursement by the City. Boots damaged in the line of duty may be replaced prior to the 24-month restriction upon approval of the Chief of Police.

In addition, the City may reimburse Detectives up to four hundred dollars (\$400.00) for work appropriate clothing approved by the Chief of Police on or about January 1st of each year. Police uniforms provided shall not be deducted from said amount. Investigators shall pay for clothing and submit a receipt to the Chief of Police for reimbursement by the City.

SECTION 2

The Employer will provide all uniforms and equipment as prescribed by the Chief of Police. Each employee shall be given sufficient numbers of uniforms and equipment to be able to maintain a professional appearance. Each employee shall be issued two (2) complete sets of uniforms as prescribed by the Chief of Police. Replacement or updated uniforms may be issued to an Employee at the discretion of the Chief of Police. Additional uniforms may be purchased by Employees at their own expense.

Officers assigned special duty (SWAT, BIKE PATROL etc.) requiring additional uniforms and equipment shall be given sufficient uniforms and equipment to be able to maintain a professional appearance. These uniforms and equipment shall be provided in addition to the employee's normal duty uniform and equipment.

A ballistic vest shall be provided and shall be replaced by the City when the manufacturer's warranty expires or if damaged in the line of duty. Replacement of City-provided equipment shall be at the City's expense unless the need for replacement is due to negligence or intentional conduct of the Employee. The City shall not be responsible for replacement of Employee-purchased equipment damaged for any reason.

SECTION 3. EQUIPMENT NOT SUBJECT TO GRIEVANCE.

The sufficiency of uniforms, clothing, equipment, or other furnishings of the City shall not be a subject to the grievance procedure.

SECTION 4 – FACIAL HAIR

Employees may grow a mustache, goatee, or beard. The beard will be started during a period of vacation and is subject to inspection. Beards and goatees (facial hair) may not be longer than one (1) inch in length. Each Employee that chooses to grow out facial hair recognizes, accepts, and assumes all risks and dangers associated with facial hair interfering with the seal between the face and a gas mask provided by the City for the protection of the Employee in the line of duty and

release the City from any claim of liability arising from a resulting injury.

SECTION 5 - TATTOOS

- A. An employee while on duty may have exposed tattoos, branding, or intentional scarring as long as the tattoo, brand, or scarring:
 - 1. Is not obscene;
 - 2. Does not advocate or symbolize gangs, extremist or hate groups;
 - 3. Does not promote the use of drugs or other criminal activity;
 - 4. Does not include sexual content, hate content, or content that could be considered sexually discriminating; and
 - 5. Does not defame law enforcement, the Yankton Police Department, or the City of Yankton.

- B. Tattoos, branding or intentional scarring may not be exposed on the face, hands neck, or head.

- C. Tattoos, branding or intentional scarring that are deemed questionable by the Chief of Police or is or her designee will be reviewed by the Yankton Police Department Policy Committee. The Committee will make a recommendation to the Chief of Police.

- D. If a tattoo, branding or intentional scarring is deemed to be a violation of this policy, the marking must be covered at all times while on duty by an approved piece of clothing. Clothing used to cover markings is to be purchased at the employee's expense.

- E. The Chief of Police or City Manager may make exceptions to this policy on a case by case basis.

SECTION 6 – BODY PIERCING OR ALTERATION

Body piercing or alteration to any area of the body that is visible in any authorized uniform or attire, and is a deviation from normal anatomical features and that is not medically required is prohibited. Such body alteration includes, but is not limited to, the following:

-
- 1. Tongue splitting or piercing;
 - 2. The complete or transdermal implantation of any material other than hair replacement or breast augmentation;
 - 3. Abnormal shaping of the ears, eyes, nose, or teeth; or
 - 4. Branding or scarification.

ARTICLE 27
SAVINGS CLAUSE

If any provision of this agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions to this agreement shall remain in full force and effect for the duration of the agreement.

ARTICLE 28
TERMS OF AGREEMENT

SECTION 1

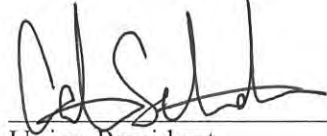
This agreement between the Yankton Police Officers Association FOP19 and the City of Yankton, South Dakota shall be in full force and effective from the date approved by all parties through December 31, 2025.

SECTION 2

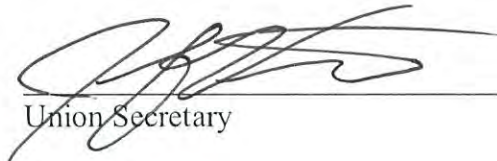
Neither party shall attempt to renegotiate any terms of this agreement unless both parties mutually agree in a written agreement to reopen negotiations prior to the effective expiration of this agreement. Notwithstanding the foregoing, the parties agree to convene sometime during the 2023 calendar year to negotiate an Upward Base Adjustment to wages for the period on and after January 1, 2024 through the date this Agreement terminates.

UNION APPROVAL

Approved by majority vote of the membership of the Union on this 1st day of July, 2022.


Union President

Attest:



Union Secretary

CITY OF YANKTON APPROVAL

Approved by majority vote of the Board of City Commissioners of the City of Yankton on this 11 day of July, 2022.


Stephanie Moser
Mayor

Attest:


Al Viereck
City Finance Officer