

**Agreement By and Between**  
**Watertown Police Officers Association**  
**And**  
**City of Watertown**

For the period of January 1, 2019 to December 31, 2021

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## **ARTICLE 1**

### **PREAMBLE:**

The City of Watertown, South Dakota, hereinafter referred to as the City, and the Watertown Police Officers Association (WPOA) hereinafter referred to as the Bargaining Unit, do hereby agree to promote and insure harmonious relations, cooperation and understanding between the Employer and the Bargaining Unit to establish rates of pay, hours of work, and conditions of employment and to these ends the Employer agrees to provide considerate and courteous treatment of its employees and the employees directly through their representatives (Bargaining Unit) to provide the Employer loyal and efficient service.

The parties recognize that the employer has adopted a Civil Service Ordinance pursuant to state law and that such provisions of such Ordinance are binding on City. It is further understood that the City will not authorize changes in the civil service ordinance or regulations from the date hereof, which vary the terms of this agreement.

## **ARTICLE 2**

### **RECOGNITION:**

#### **Section 2.01 Recognition**

The Employer hereby recognizes the WPOA as the sole collective bargaining representative pursuant to SDCL 3-18-3 and 3-18-5 for all of the employees employed by the Police Department of the city in the following described unit:

All eligible Police Officers of the City of Watertown, South Dakota including Sergeants, Patrol Officers, and Communications Officers are represented by the Bargaining Unit. The Bargaining Unit does not include the Chief, Assistant Chief(s), and Captains, as well as Office and Clerical help specifically excluded from representation by the Bargaining Unit.

#### **Section 2.02 Amendment to Personnel Policy**

The parties agree that any amendment to the existing personnel policy is a management right, however, the parties agree that prior to final adoption of any amendment to the personnel policy, a copy of the intended changes shall first be given to the bargaining unit for review and comment consistent with timeline as set forth in Section 2.03 of the Personnel Policy manual. The parties agree that while comment is sought, final adoption is the right of management and is not subject to the grievance procedure described herein except as to whether the policy violates this Agreement or any applicable Civil Service Ordinance, Regulation, or State Law. The final policy manual or policy will not be placed into effect until after such comment is considered by management. The parties agree and understand that the City Council has the final right of adoption.

Upon adoption of a policy manual or any amendment, each officer shall be informed of and receive access to an electronic copy or a hard copy retained at the department and acknowledge such receipt.

**Section 2.03 Exclusive Representation**

The City agrees not to enter into any other agreement with the employees within the Bargaining Unit, either individually, or collectively, that could be construed to conflict with any portion of this agreement.

**ARTICLE 3**

**MANAGEMENT RIGHTS:**

**Section 3.01 Management Rights Statement**

Except to the extent expressly modified by a specific provision of this agreement, the City reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the Police Department of the City of Watertown, South Dakota, as such rights existed prior to the execution of this agreement with the Bargaining Unit.

**Section 3.02 Management Rights**

Such rights shall include but are not limited to:

1. Management.
2. Schedule working hours.
3. Establish, modify or change work schedules or standards.
4. Determine the location of any facilities, buildings, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities departments, subdivisions thereof.
5. Determine the layout of buildings and equipment and materials to be used therein.
6. Determine processes, techniques, methods, and means of performing work.
7. Determine the size, character and use of inventories.
8. Determine financial policy including accounting procedure.
9. Determine the size and characteristics of the work force.
10. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.
11. Determine control and use of City property, materials and equipment.
12. Determine the kinds and numbers of personnel necessary.
13. Require employees, where necessary to take in service training courses during working hours.
14. Determine the necessity of overtime and the amount of overtime required.
15. Take any necessary action to carry out the mission of the city in cases of an emergency.
16. Prescribe a uniform to be worn by designated employees.

**Section 3.03**

To the extent that the above rights are specifically limited by the provisions of this agreement, alleged violations are subject to the grievance procedure. The exercise of management rights shall not be used for the purpose of undermining the bargaining unit or discriminating against any employee.

## **ARTICLE 4**

### **BARGAINING UNIT STATUS AND RIGHTS:**

#### **Section 4.01 Right to Organize**

Right of Organization: Eligible employees shall have the right to join and participate in the Bargaining Unit of the Watertown Police Officers Association.

#### **Section 4.02 Right to Representation**

Right of Representation: Eligible employees shall have the right to be represented by the Bargaining Unit to negotiate collectively with the City in the determination of their conditions of employment, and the administration of grievances for the purpose of administering this agreement.

#### **Section 4.03 Dues Deduction**

Dues Deduction: The City agrees to deduct monthly Bargaining Unit dues from the wages of employees in the Bargaining Unit who voluntarily provide the City with a written authorization. Such authorization shall be irrevocable for the term of this contract, or for one year, whichever is less, and shall automatically renew for successive terms, unless written notice of revocation to the City is given at least sixty (60) days and not more than ninety (90) days before any periodic renewal date of such authorization from a designated member of the Watertown Police Officers Association. New-hire probationary employees shall be considered ineligible for WPOA participation and dues deductions.

#### **Section 4.04 Deductions while on Leave of Absence or Layoff**

Following a layoff or leave of absence, previously signed and unrevoked written authorizations shall continue to be effective. When an employee has left employment with the City and is rehired, previous authorizations shall not be considered to be effective.

#### **Section 4.05 Remittance of Dues Deductions**

Such authorization for dues deductions shall be made from the payroll period for each calendar month and will within ten (10) days be remitted to the duly designated Bargaining Unit official. The Bargaining Unit shall advise the city in writing of the name of such official.

#### **Section 4.06 Increase in Monthly Dues**

Should the Bargaining Unit increase the monthly dues, the authorization provided for in section 4.03 may be revoked by an employee serving written notice to the City and the Bargaining Unit within thirty (30) days of the effective increase.

#### **Section 4.07 Overpayments or Dues Deductions Not Taken**

The City shall remit payment for actual deductions made to the person or entity designated by the Bargaining Unit. If for any reason the City fails to make a deduction for an employee, the City shall, after receiving written notification of the error, make that deduction from the employee's next pay period in which Bargaining Unit dues are normally deducted. If the City makes an overpayment to the Bargaining Unit, the City will deduct that amount from the next remittance to the Bargaining Unit.

#### **Section 4.08 Bargaining Unit Time Away From Work**

The City agrees that the President, Vice President, Secretary, Treasurer and trustees of the Bargaining Unit; hereinafter collectively referred to as the "Executive Board" may conduct



authorized Bargaining Unit business during regular working hours as necessary. When practical the employee shall provide the Chief of Police advance notice. If these activities will have a significant effect on the City's responsibility toward the general public or the operations of the department, the Chief may deny the employee's request to conduct union business during working hours.

#### **Section 4.09 Bargaining Unit Activities of Executive Board**

The authority of the Executive Board Members so designated by the Bargaining Unit shall include:

- A. The investigation and presentation of grievances with the City in accordance with the provisions of this agreement;
- B. The dissemination of information to the members of the Bargaining Unit.

#### **Section 4.10 Paid Time for Bargaining Unit Executive Board Activities**

The Executive Board Members shall be permitted a reasonable time, not exceeding 1 hour per week to conduct necessary bargaining unit business during working hours without loss of pay, providing it does not interfere with efficient operation of the department, and providing that the Executive Board Members' supervisor is advised in advance of the absence. Such time spent on necessary WPOA business during duty hours shall be used in computing weekly overtime. The one (1) hour limit does not apply to contract negotiations.

#### **Section 4.11 Bargaining Unit Visitation**

Members of the Executive Board shall have reasonable access to the City's establishment and be permitted to visit and converse with employees during regular on duty hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the agreement is being adhered to; provided, however, that there is no significant effect on the City's responsibility toward the general public or the operations of the department.

#### **Section 4.12 Bulletin Boards/Communications**

Bulletin Boards, Inter-office mail, and E-mail:

- A. The WPOA shall have the privilege of the use of designated bulletin boards for the purpose of posting of notices of its legitimate activities. All notices so posted shall contain a letterhead which clearly indicates that the notice relates to activities of the WPOA and a copy of any posting will be submitted to the office of the Chief of Police contemporaneous with its posting. It shall be the responsibility of the WPOA to remove notices, which are outdated or unauthorized.
- B. The WPOA shall have the privilege of the reasonable use of the existing inter-office mail service for transmittal of communication for the official business of the WPOA to its members. The use of said system shall be limited to communications within the public safety building of the Police Department. The correspondence shall contain the same letterhead and signature and submittal required of bulletin board postings.
- C. The WPOA shall have the privilege of the reasonable use of the City's email system for transmittal of communications for the official business of the WPOA to its members. The use of said system shall be limited to communications within the public safety building of the Police Department and comply with and be subject to the City's existing policy on e-mail.

## **ARTICLE 5**

### **LABOR MANAGEMENT COMMITTEE:**

#### **Section 5.01 Committee for Labor Management Cooperation**

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 Bargaining Unit, among both management and non-management employees, if both the City and the Bargaining Unit continue and enlarge their respective efforts to gain a better appreciation and understanding of each other's problems and objectives. They recognize that frequently what first appear 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 meeting of the kind described below.

#### **Section 5.02 LMC Limitations**

On an as needed basis, meetings will be held during the term of this Agreement between management and the committee formed as part of this article. It is understood that such meetings will be held for the purpose of appraising and discussing the problems, if any, which may arise concerning administration, interpretation or application of the Agreement or other matters which either party 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 continuing collective bargaining negotiations, nor for any purpose, which in any way will modify, add to or detract from the provisions of this Agreement.

#### **Section 5.03 LMC Participation**

The committee shall be composed of two (2) members designated by the Bargaining Unit and the (2) members designated by the City.

#### **Section 5.04 LMC Recordkeeping**

Minutes of all meetings shall be taken by the WPOA Secretary and shall be distributed to the Employer and the Bargaining Unit to the end that both the Employer and the employees will have an understanding of the deliberations of the committee.

## **ARTICLE 6**

### **NONDISCRIMINATION:**

#### **Section 6.01 Discrimination Prohibited**

There shall be no discrimination against employees or applicants for employment, or advancement on account of race, creed, color, national origin, ancestry per SDCL 20 13 10, sexual orientation/gender identity, disability, protected veteran status per Uniformed Services Employment and Reemployment Rights Act, genetic information, pregnancy, sex, age, marital status, religion or any political or bargaining unit affiliation or to coerce any employee or their organization in any way.

## ARTICLE 7

### DISCIPLINE AND DISCHARGE:

#### Section 7.01 Discipline and Discharge Requirements

All disciplinary measures shall be consistent with Civil Service ordinance. The City shall not discharge, or suspend, nor demote any employee without just cause. Prior to discharge, demotion, or suspension, the employer 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 WPOA, except that no warning notice need be given to any employee before he is discharged, demoted, or suspended if the cause is:

1. Dishonesty.
2. Drinking of, or under the influence of alcoholic beverage while on duty.
3. Conviction of possession or use of drugs or narcotics, marijuana or L.S.D.
4. Recklessness resulting in serious accident while on duty. Such recklessness must be gross.
5. The carrying of unauthorized passengers while on the job.
6. Failure to report an accident.
7. Gross reckless use of a City issued firearm on or off duty.

It is understood that there are other offenses of extreme seriousness that an employee will be discharged or suspended for without a warning letter. The warning notice as herein provided shall be given to the employee with a copy to the WPOA within ten (10) days of said complaint or within ten (10) days of knowledge of said complaint and shall not remain in effect for a period of more than one (1) year from the date of said warning notice. If the employee is unavailable or otherwise cannot be personally provided the warning notice within ten (10) days as prescribed herein, providing a copy to the WPOA Representative, within ten (10) days, on behalf of the employee, will suffice.

Discharge, demotion, or suspension must be by proper written notice to the employee, the Bargaining Unit, and the Civil Service Board. Any employee may request an investigation of their discharge or suspension as provided in this agreement.

#### Section 7.02 Bargaining Unit Representation

All employees shall be afforded a reasonable opportunity to have a WPOA representative present at all intra-departmental interviews of a non-criminal matter from which discipline may result; and to be treated fairly and with the same consideration as any other person under the laws of the United States and the State of South Dakota. This section shall not preclude the Chief from relieving any employee from duty; provided, however, any employee who is disciplined, suspended or discharged and is found to have been unjustly dealt with shall be reinstated with no loss of time, or pay and with no reference of the matter to be written in their personnel file. This provision shall not limit the legal remedies available to an employee.

Any disciplinary action or measure imposed on an employee may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

### **Section 7.03 Internal Investigation Requirements**

Formal internal investigations will always be conducted with an impartial and non-biased attitude.

An employee is required to respond to all inquiries made during an interview. The employee has the obligation to answer all questions truthfully. Any refusal to answer questions is a violation of Police Department policy, and may subject the employee to disciplinary action.

Any internal investigative interview of Police Department personnel who are the subject of misconduct allegations will be in accordance with the following procedures:

1. Interview shall be conducted at a reasonable hour, preferably at a time when the officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
2. The interview shall take place at the Watertown Police Department or at a location designated by the investigating officer or agency and in such a manner as to minimize any negative attention being brought upon the officer subject to the investigation.
3. The officer under investigation shall be informed of the name, rank and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interview.
4. The officer under investigation shall be informed of the nature of the investigation prior to any interview, and shall be informed of the name of all complainants.
5. The officer under investigation shall be given an appropriate administrative warning.
6. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
7. The officer under interview shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.
8. The formal interview of an officer, including all recess periods, shall be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements.
9. If the officer under investigation is under arrest, or is likely to be placed under arrest as a result of the interview, the officer shall be completely informed of all rights (Miranda Warning) prior to the commencement of the interview.
10. At their request, the officer under investigation shall have the right to be represented by counsel or any other WPOA representative of choice, who shall be present at all times during such interview whenever the interview relates to the officer's continued fitness for law enforcement duties.

### **Section 7.04 Unsatisfactory Work Performance**

Before an employee may be disciplined for unsatisfactory work performance, a notice in writing to the employee must be given outlining the areas of work performance that must be improved. The employee will then have a minimum of thirty (30) working days to improve the performance before further action is taken. If after thirty (30) working days the work performance has not improved, the employer may take such action as may be determined appropriate, including suspension or dismissal. Any action taken pursuant to this article is subject to Article 8 (Grievance Procedure).

## ARTICLE 8

### GRIEVANCE PROCEDURE:

#### Section 8.01-Definition of Grievance

Grievance means a complaint by an employee or group of employees concerning an alleged violation, misinterpretation, or inequitable application of any existing agreements, contract, ordinances, polices, or rules of the government of the State of South Dakota or the government of any one or more of the political subdivisions thereof (as per SDCL 3-18-1.1) which complaint has not been resolved satisfactorily in an informal manner between the employee and the immediate supervisor. The employee may request that the formal representative be present. No person shall be discriminated against because of the filing or involvement in a grievance.

#### Section 8.02 Commencement and Presentation of Grievances

Individual employees or groups of employees shall have the right to present grievances in person or through the formal representative, provided that any settlement reached is not inconsistent with the provisions of this agreement, and the formal representative is given an opportunity to be present at such adjustments, and the grievance has been properly filed and adjusted according to the established procedure set forth in this article.

#### Section 8.03 Grievance Time Limits

Failure by an employee to comply with any time limitation shall constitute a withdrawal of the grievance. Failure of the City to comply with any time limitation shall constitute a settlement of the grievance in accordance with the requested remedy. It is agreed that all times may be extended by agreement of all parties, which shall not be unreasonably withheld.

#### Section 8.04 Step 1- Grievance Process

Within ten (10) days after the employee had knowledge of its occurrence or should have had knowledge of its occurrence, the employee and or a Bargaining Unit representative shall submit to the department head or designee a written grievance, which shall be known as Step I. The department head or designee shall meet with the employee and/or representative, and within seven (7) days of the receipt of the grievance submit a written answer to the employee and the Bargaining Unit representative.

#### Section 8.05 Step 2- Grievance Process

If the employee disagrees with the decision of the department head, the employee shall file within fourteen (14) days of the notice of decision a written grievance with the Mayor, which shall be known as Step II. Within fourteen (14) days of the receipt of the grievance, the Mayor or designee will meet with the employee, who may be accompanied by a representative, to discuss the grievance. Within fourteen (14) days of this meeting a written decision will be submitted to the employee and the Bargaining Unit representative by the Mayor. Grievances raised by a group of employees by the formal representative which are of general concern regarding application or interpretation of this agreement, shall be initiated at Step II of the grievance procedure. This shall not be used to resurrect an individual grievance.

#### Section 8.06 Step 3- Grievance Process

If the grievance has not been satisfactorily adjusted at Step II, it shall be presented in writing to the Civil Service Board within five (5) days after the Mayor's response to the employee and/or representative, which shall be known as Step III. The Civil Service Board shall attempt to adjust

the matter and shall respond in writing within seven (7) days to the bargaining unit steward and bargaining unit representative, setting a hearing date if necessary.

**Section 8.07 Appeal to Dept. of Labor**

If the employee disagrees with this decision, the employee and/or representative may, within thirty (30) days after receipt of the decision, initiate an appeal to the Department of Labor, in accordance with provisions of S.D.C.L. 3-18-15.2, subject to either party's right of appeal pursuant to S.D.C.L. Chapter 1-26. The Employee and their representative retain the right, after review by the Civil Service Board and the Department of Labor to appeal to the Circuit Court.

**Section 8.08 Time Limits Defined**

All references to days in this article shall be construed to mean calendar days.

**ARTICLE 9**

**NO STRIKE OR LOCKOUT:**

**Section 9.01**

The City and the Bargaining Unit agree that the grievance and appeal procedures provided in this Agreement are adequate to provide fair and final determination of all grievances arising under the term of this contract.

**Section 9.02 No Strike**

During the period of this Agreement there shall be no strikes, stoppages, slow-down, picketing or other interferences with the operations of the City nor shall there be abstinence in whole or in part from the full, faithful and proper performance of the duties of employment by concerted action with others, all of which are hereinafter referred to as strikes.

**Section 9.03 No Lockout**

There shall be no lockouts during the term of this agreement.

**Section 9.04 Violations by Employees**

The City may discipline or discharge any employee who engaged in a strike or otherwise participates in a strike and such action shall not be subject to grievance and arbitration upon any ground other than that the employee did not take part in the strike, either by picketing or failing to report to work on their assigned shift or under the callback provision of this Agreement, without being excused by the Chief or designee.

**ARTICLE 10**

**SENIORITY AND PROBATIONARY EMPLOYEES:**

**Section 10.01 Seniority Defined**

Seniority means the length of continuous service with the Police Department beginning with the latest date of hire with the City in the Police Department. Seniority shall be separate and distinct among certified and non-certified (communications officers) employees. For the purpose of selecting vacations and bidding overtime, seniority shall be determined based on an employee's continuous service within a classification. For the purpose of bidding shifts, seniority within a particular position will be controlling.

**Section 10.02 Classification, Position and Assignment Seniority Defined**

For the purposes of this article the terms classification, position and assignment shall be construed to mean the following:

- a) Classification: Separation between certified and non-certified employees.
- b) Position: Shall be construed as Sergeant, Patrol Officer, and Communications Officer.
- c) Assignment: Shall be construed to mean Corporal, Detective, School Resource Officer, Patrol Training Officer, and Lead Communication Officer.

**Section 10.03 Seniority in Personnel Actions**

Both parties are in accord that, along with other considerations, seniority should be a factor in filling vacancies, in promotions, demotions, layoffs and recalls. All actions taken in these areas shall be taken with due consideration to ability, fitness, experience, qualifications, past performance and relative seniority. If all other considerations are relatively equal seniority will prevail. The City shall be the judge of controlling considerations but shall not act arbitrarily or capriciously in its decision. If seniority is bypassed, the employee shall be furnished with written reasons therefore if requested and such affected employee may process this complaint through the grievance procedures under this Agreement.

**Section 10.04 Specialized Assignments Defined**

Assignment positions are those positions deemed necessary by the Chief for specialized law enforcement or communication purposes. Assignment positions are not classified or defined in the Civil Service Ordinance. Employees appointed to assignment positions receive assignment pay only as compensation. Their official position titles remain the title in which they are officially classified. Assignment positions are not positions exempt from the classified service. When an employee completes, leaves, or resigns from an assignment position, the assignment pay is forfeited. The Chief of Police has the discretion to remove any officer in an assignment position. Assignment positions are lateral for the purposes of transfer and removal from an assignment is not a demotion in accordance with Civil Service Ordinance. Any removal from an assignment is not subject to the grievance procedure.

**Section 10.05 Probationary Period for New Employee**

Any newly-hired personnel shall be considered probationary employees for a period of one year.

The City, consistent with the needs of the department, and if required by law, will as soon as possible after employment and without loss of pay, send the sworn employees to the first Law Enforcement Officers Standards Commission school to which the officer may be admitted. Communications Officers shall also receive outside training deemed appropriate by the City. Communications Officers shall attend Basic Certification and shall receive outside training from the Police Academy for Communications Officers. The City will pay travel and subsistence in accordance with existing travel regulations.

During such probation period, the employee shall not be furnished uniforms or police equipment until satisfactory completion of courses in firearms as required by the City.

During the probationary period, employees shall have no seniority status and may be laid off or terminated at the sole discretion of the City without regard to their relative length of service. Any such lay off or termination shall not be subject to the grievance procedure. When an employee

completes this probationary period as above defined, accrued seniority shall date back to the employee's date of hire.

Probationary employees are entitled to holiday pay provided they worked those hours required by the Employer on their last scheduled work day prior to the holiday, and must also have worked on their first scheduled work day after any holiday unless on paid leave or excused from work for some justifiable cause.

If a probationary employee is scheduled or is requested to work on any holiday and does not work, they shall not be entitled to receive holiday pay, unless on vacation, sick leave or unless excused from work for some justifiable cause.

#### **Section 10.06 Seniority Lists**

The City shall furnish a list of the employees within the Bargaining Unit, showing the names of all employees in the order of their seniority ranking. Such list will be revised and posted every six (6) months during the term of this agreement. Protests of errors in or omissions from seniority rosters must be made, in writing, to the City within sixty (60) days from the date of the first furnishing of the list, or the list and all subsequent lists will be deemed correct for all purposes, unless incorrectly computed from the first list furnished. There shall be separate seniority lists in the classifications of certified and non-certified (communications) officers.

#### **Section 10.07 Loss of Seniority**

Seniority and the employment relationship shall terminate when an employee:

- A. Quits.
- B. Is discharged for just cause.
- C. Is retired.
- D. Is absent for three (3) successive working days without first having notified the City, unless employee presents evidence to the satisfaction of the City that a lesser discipline is appropriate.
- E. Fails to report at the end of a leave of absence including bargaining unit service and military service, or educational leave.
- F. Fails to report for work following a lay off after being notified to return, unless such time is extended in writing by the City. The city shall notify employees who are to return to work after a layoff by mailing such certified mail, return receipt requested, to the last address furnished to the City by the employee, or in writing, personally delivered. Any employee thus notified must, within ten (10) days after the receipt of such notification, advise the City whether they intend to return to work. Such notice shall be sent not more than ninety (90) days prior to the recall date. The periods mentioned previously in this paragraph shall commence on the date of mailing or date personally served. Each employee shall keep a correct address on file with the City.
- G. Is laid off for a continuous period of twenty four (24) months, unless such time is extended in writing by the City and requested by the employee.
- H. Is absent for one (1) year because of a non-occupational illness or injury unless the employee is granted a personal leave under Article 20.
- I. Is absent for thirty-six (36) months because of an occupational illness or injury, unless such time is extended in writing by the City.



### **Section 10.08 Reduction in Force Requirements**

A layoff is the separation of any employee from the department for reasons other than any misconduct by the employee. In the event any lay-off becomes necessary, probationary employees shall be laid off first with the criteria set forth in Section 10.01 to be followed for additional layoffs.

Any employee laid off shall be given written notice where practicable, fourteen (14) calendar days in advance of such layoff. The Bargaining Unit shall also be given any such written notice.

Employees will be recalled to work in the inverse order of their layoff.

### **Section 10.09 Temporary Assignment and Application to Disability**

When employees have a medical incapacity, or partial incapacity as a result of their employment, are not able to perform the work in the classification in which they are employed, such employees may be temporarily transferred without posting to another position or classification where there is work available and shall be paid at the rate for the job actually performed. If any employee is incapacitated and unable to continue work after use of all benefits, the employee will be encouraged to apply for disability benefits and seniority shall remain in effect in accordance with Section 10.07, subsection "H" or "I". Any determination made pursuant to this section may be contested by the employee, or representative, through the grievance procedure.

### **Section 10.10 Veteran's Preference**

The provisions of this article and Agreement are subject to the provisions of SDCL Chapter 3-3, and all acts amendatory thereto relating to veterans' preference in employment.

### **Section 10.11 Filling Temporary Vacancies**

The employer shall have the right to temporarily assign employees within the Bargaining Unit, irrespective of seniority status, from one job classification or position to another to cover for employees who are absent from work due to illness, accident, vacation or leave of absence for a period not to exceed thirty (30) regular scheduled working days. The employer shall further have the right to temporarily assign employees within the Bargaining Unit, irrespective of seniority status, to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise for a period of not to exceed thirty (30) regular scheduled working days. It is understood and agreed that any employee with the classification or position temporarily assigned in accordance with the provisions of this section shall not acquire any permanent title or right to the job to which they are temporarily assigned, but shall retain seniority in the permanent classification and position from which they were assigned.

A temporary transfer which exceeds thirty (30) regularly scheduled working days in duration shall be offered in accordance with section 10.01.

When the temporary transfer is to a classification or position of an equal or lower pay grade, the employee shall receive their regular rate of pay.

When an employee is directed to temporarily serve in and accepts the responsibility for work in a classification or position of higher pay grade for longer than thirty (30) days, the employee shall receive the minimum pay for the grade of the position into which they have been temporarily assigned, or 3.5% above their current rate of pay during the period of such temporary assignment, whichever is greater.

### **Section 10.12 Posting of Position Vacancies**

Notice of Vacancies and Positions: The employer shall post on the Bulletin Board, as provided under Section 4.12 supra, all vacancies and new positions.

Vacancies or new positions that occur within the Police Department other than probationary Patrol Officer shall be posted, and any eligible Patrol Officer having applied shall be considered. Upon request, an employee shall be provided the basis for non-selection of any position.

The position of probationary Patrol Officer and Communications Officer shall be open to all applicants.

## **ARTICLE 11**

### **HOURS OF WORK AND OVERTIME:**

#### **Section 11.01 Work Periods and Work Week--No Guarantee**

This article is intended to set forth normal practices but shall not be construed to constitute a guarantee of hours per day or days per week, but the City does intend to, where practical, employ its personnel on a regular basis. It is expressly understood however, that whenever the City determines a reduction of the work force is necessary, it may so reduce employees covered under this contract.

#### **Section 11.02 Work Periods**

Regular scheduled hours of work for sworn officers and communication officers covered by this Agreement shall be forty (40) hours per week for eight (8) hour and ten (10) hour shifts, and eighty (80) hours every two weeks for twelve (12) hour shifts. All sworn officers and Communications Officers will work approximately 2080 hours in a year and this figure shall be divided into annual pay for the purpose of determining hourly wage for overtime or other benefits. Days worked and days off shall be consecutive unless mutually agreed upon between the employee and the Chief.

#### **Section 11.03 Overtime and Required Training**

It is agreed that all sworn and non-sworn officers shall maintain such certification deemed necessary by the State of South Dakota and required by the Chief or designee. It is further agreed that the Employer shall make such required training available at least once each year during each shift. Off-duty officer(s) shall attend such training, if necessary, and will be paid their overtime rate for all required training. No officer shall be required to return from vacation, sick leave or other approved leave to complete training, however if the training is required the employer will arrange for the employee to receive the training with normal pay or overtime pay if necessary.

#### **Section 11.04 Work Performed Outside of Posted Schedule**

Work schedules for each month shall be posted on bulletin boards, in the respective departments, at least seven (7) days prior to the beginning of the month. Posted work schedules shall not be changed absent some unusual condition or situation which may arise or unless an emergency is declared by the department head or shift supervisor. With the prior consent of a supervisor, employees may trade shifts within classification and position as long as the trades are done within the pay period affected and do not result in a shortage or excess of an employee's regular hours within that pay period. Any change in the posted work schedule shall be subject to the grievance procedure. Employees must be notified at least one (1) hour in advance of the shift that an emergency situation exists to avoid payment of reporting time. If an employee is not notified, reports for work and the shift is changed, they shall receive a minimum of two (2) hours work or

pay, which shall be counted as regular hours worked for purposes of computing overtime. Proper notification, as that term is used in this section, shall be deemed to include a telephone call placed to the number furnished by the employee, and leaving a message with any person answering the phone.

#### **Section 11.05 Availability outside of Shift**

Except in cases of illness or other cause satisfactory to the City,

- A. No employee should refuse to work on any regular day off;
- B. In the event of a holdover, no employee shall leave their duties until being relieved, or released by an immediate supervisor;
- C. No employee should refuse to come to work earlier than their regular starting time. In the case of an emergency, an employee, having provided twenty four (24) hour notice to a supervisor, may be permitted to switch schedule and work times with employees of the same rank or classification.

#### **Section 11.06 Overtime Rate/Compensatory Time**

One and one-half (1 ½) times the employee's regular hourly rate, as determined by this contract and pursuant to the Fair Labor Standards Act, shall be paid for all overtime work. Compensatory time at the rate of one and one-half (1 ½) times the hours actually worked may be used in place of overtime pay if mutually agreed between the employee and the Chief or designee, however, compensatory time at the rate of one and one-half times (1 ½) the hours actually worked shall be used for any overtime worked on the 4<sup>th</sup> of July celebration or any other activity sponsored by the Fraternal Order of Police provided that any such sponsored activity shall have received prior approval by the Chief of Police or designee. It is understood that such overtime hours are voluntary. Employees shall be scheduled so they have a minimum of seven (7) consecutive hours off duty between regularly scheduled full shifts. This minimum may be waived by the employee or by the employer in the event of an emergency situation, as determined by management in its good faith discretion.

Officers shall be allowed to accumulate up to a maximum of two hundred (200) hours of compensatory time.

#### **Section 11.07 Requests for Annual Payout of Compensatory Time**

Officers shall be allowed to cash-out up to forty (40) hours of compensatory time in each December under this Agreement under the following conditions/restrictions:

- a) Employee must make such cash-out request in writing addressed to the Chief or the Chief's designee between December 1st and December 5<sup>th</sup>;
- b) The Chief may deny or reduce the requested cash-out amount based upon budgetary restrictions or to ensure equal distribution among requesting employees;
- c) Any employee who converts vacation time to compensatory time at any time during the calendar year will be ineligible to request cash-out of compensatory time during that same year;
- d) Payment for hours cashed out under this section will be included with the regular December payroll.

### **Section 11.08 Overtime Procedures**

All overtime shall be offered in accordance with Section 10.01; however, both the Employer and employee recognize that when offering overtime, continuity before and after shifts, as well as the need for a particular skill, may be considered.

### **Section 11.09 Off-duty Employment**

No sworn officer shall engage in any off-duty security employment without having first executed a waiver in the name of the City of Watertown and the Watertown Police Department indemnifying and holding the City of Watertown harmless during any off-duty security employment.

## **ARTICLE 12**

### **CALLBACKS, REPORTING, OFF DUTY COURT AND STANDBY PAY:**

#### **Section 12.01 Reporting Pay**

In the event an employee reports to work on their regular shift without previously having been notified not to report, as provided in Section 12.04, supra, shall be given four (4) hours pay at their regular hourly rate. It is understood that if the City is unable to utilize an employee in their regular capacity, it may require an employee to provide service in any capacity. Employees shall keep the Employer advised at all times of their permanent addresses and telephone number(s) where they may be notified.

#### **Section 12.02 Call Backs**

Any employee who is called in to work outside their regular shift or schedule shall receive overtime for all such hours. The employee at a minimum shall receive at least two (2) hours work, or two (2) hours pay, or compensatory time at the rate of time and one-half his regular rate of pay. The two hour minimum shall not apply, however, to employees who are called in to begin work prior to the start of their shift, and work continuously into their shifts, provided the additional work does not prohibit the employee working their regular scheduled shift for that day. The provisions of this section do not apply to any employee who voluntarily alters their work schedule or who attends any non-mandatory training.

#### **Section 12.03 Off-Duty Court Appearance Pay**

All off duty court appearances resulting from official duties shall be at the rate of time and one-half for hours worked, with a minimum of two (2) hours time for reporting. If an officer is required to report for two (2) separate cases which are not taken care of at continuous times (other than lunch break) then there will be a two (2) hour minimum for each case.

#### **Section 12.04 Stand-by Pay**

The department may, but is not required to, make standby arrangements which shall be rotated among qualified employees. The employee on such standby shall keep themselves available for immediate service that may arise. The employee shall give the department a telephone number where they can be reached and be ready to respond to a call for service. They need not remain at home, but must remain within a fifteen (15) mile radius of the Watertown Regional Airport.

Standby time shall not commence until the employee assigned to such duty has completed the work on their assigned shift.

Any employee required to standby on order from the department shall receive for each such assignment one and one-half (1 ½) hours for each week day at their straight time rate of pay and two and one-half (2 ½) hours straight time pay additional for each holiday, Saturday or Sunday assigned for such duty.

Hours paid for standby shall not be counted towards overtime but an employee called to work shall be paid overtime for hours actually performed, in addition to standby time.

## **ARTICLE 13**

### **REST PERIODS:**

#### **Section 13.01 Rest Periods Allowed**

All employees shall receive one (1) paid fifteen (15) minute rest period and one (1) paid thirty (30) minute lunch period per shift, but only when such rest period causes no interruption in service. The City retains the right to schedule employee's rest periods. Rest periods may not be accumulated or converted into compensatory time. If any employee is not able to avail themselves of a rest period because of operation necessities, such rest period shall not be available during a subsequent work shift.

#### **Section 13.02 Rest Period Restrictions and Notification**

Rest periods shall not be taken in the first one-half (1/2) hours, nor the last one-half (1/2) hour, of an employee's shift without prior express authorization of the shift commander. Employees shall notify the dispatcher prior to beginning, and at the conclusion of, any rest period.

## **ARTICLE 14**

### **TRAVEL EXPENSES:**

#### **Section 14.01 Travel Pre-Authorization Required**

All travel shall be governed by City Travel regulations. No mileage, travel or other reimbursable expense shall be allowed unless authorized by the Chief or designee.

## **ARTICLE 15**

### **UNIFORMS AND POLICE EQUIPMENT:**

#### **Section 15.01 Uniforms**

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

#### **Section 15.02 Reimbursement for Damaged Vision Wear and Timepieces**

The City shall reimburse the employee for glasses (including contacts) or watches (including bands) broken, damaged or lost while attempting or securing any arrest or apprehension or for any other cause in the line of duty. The maximum reimbursement value for watches shall be \$75.00 or replacement value whichever is less. Any loss must be reported to the Supervisor prior to the termination of the employee's current shift during which the loss or damage occurred and be included in the arrest or incident report. The Chief of Police will determine if the loss is in fact in

the line of duty and not by mere negligence of the employee. If the loss is determined by the Chief to be the employee's own negligence, no reimbursement will be made for said loss. The Chief's decision will be final. The Chief's decision shall not be arbitrary or capricious. This section does not affect items of personal property covered by or reimbursed pursuant to the South Dakota Workman's Compensation Laws.

#### **Section 15.03 Protective Clothing Provided**

The City shall provide protective clothing which includes, but is not limited to: parkas, caps and raincoats.

#### **Section 15.04 Personal Safety and Police Equipment**

The employer shall furnish, at no expense to the employees, police equipment and personal safety equipment which officers are required to use in connection with official duties. Personal safety equipment shall include pistols and ammunition. Unauthorized weapons shall not be carried. The City shall provide body armor as part of the on duty uniform requirement. The City shall replace such body armor in accordance with Threat level III guidelines or other generally accepted law enforcement standard governing the recommended timing for replacement of body armor.

#### **Section 15.05 Conditions of Use for Uniforms and Equipment**

All uniforms and equipment issued by the City shall remain property of the City, and shall be used only in connection with duties required by the City. Prior to City providing the replacement of any item, the employee shall return the issued article. Maintenance and cleaning of all equipment shall be the responsibility of the employee. Repairs or replacements due to normal use or wear shall be the responsibility of the City. No alterations to any equipment shall be done by an officer without express written consent of the Chief or designee.

#### **Section 15.06 Not Subject to Grievance**

The sufficiency of such furnishing of the City shall not be a subject to the grievance procedure, but shall be the subject of discussions in the Labor Management Committee.

#### **Section 15.07 Replacement of Furnished Items**

Any equipment damaged by gross negligence will be replaced by the employee at their own expense.

#### **Section 15.08 City Property upon Termination**

Any item issued pursuant to this article shall be returned to the City upon termination or separation from employment and prior to settlement of wages or other payments due.

#### **Section 15.09 Detectives Clothing Allowance**

Detectives, if working in plain clothes, shall be allowed a clothing allowance up to a maximum amount of Three-Hundred Fifty Dollars (\$350.00) per year. The Chief or designee shall determine which detectives shall work in plain clothes. The clothing allowance as provided for herein, shall be remitted to detective(s) on the basis of receipts submitted to the Finance Office in an amount not to exceed Three-Hundred Fifty Dollars (\$350.00). Said amount will be reimbursed in a timely manner pursuant to Finance Office Policy. Any reimbursement amount not claimed by any detective prior to the end of any fiscal year during the term of this agreement shall be deemed waived.

## **ARTICLE 16**

### **VACATIONS:**

#### **Section 16.01 Vacation Use/Accrual Schedule**

All full time employees shall be entitled to annual vacation leave in accordance with the following schedule:

- A. Starting Year 1 through Year 6 -- Eighty (80) hours;
- B. Starting Year 7 through Year 13 -- One hundred twenty (120) hours;
- C. Starting Year 14 through Year 19 -- One hundred sixty (160) hours;
- D. Starting Year 20 and beyond -- Two hundred (200) hours.

No employee may use accrued vacation within the first ninety (90) days of employment.

#### **Section 16.02 Vacation Available for Use**

All vacation hours earned shall be credited to an employees' vacation account as accrued on the 15<sup>th</sup> day of each month and new monthly accruals can only be used after the 15<sup>th</sup> of the month

#### **Section 16.03 Vacation Approval and Staffing Requirements**

Vacations will when possible, be granted at the time scheduled by the employee, unless operational necessity requires a full staff. Any dispute as to operational necessity may be presented at Step II of the grievance procedure. If it becomes necessary to limit the number of employees on vacation at any time or in the event of any conflict over vacation periods, the employee with the most seniority shall be given their choice of vacation period, consistent with this paragraph. No more than one officer from each shift shall be on vacation at the same time unless approved by the Chief or designee.

#### **Section 16.04 Vacation Conversion to Compensatory Time**

Between December 1<sup>st</sup> and 5<sup>th</sup> of each year, any employee may elect to have up to sixteen (16) hours of accumulated, but unused vacation time converted to compensation time. Additionally, between July 1<sup>st</sup> and July 3<sup>rd</sup> of each year, any officer may elect to have up to eight (8) hours of vacation time converted to compensation time. Such election shall be in writing to the Chief or his designee and not revocable thereafter. Such converted hours are "one for one" and are not subject to the compensation time rules of this contract or the Fair Labor Standards Act.

#### **Section 16.05 Annual Vacation Selection Process**

On or about January 3<sup>rd</sup> of each year, the Chief or designee will circulate forms to sworn employees on each separate shift with the rank of Sergeant and below so they may list their choice of vacation periods during the calendar year. Among Communications Officers, selecting vacation shall be done solely on the basis of seniority and not on individually scheduled work shifts. Employees will be notified, in writing, on or about January 3<sup>rd</sup> of each year during this agreement, the date on which they will individually be required to submit their vacation form(s) to the Chief's designee. No employee will be permitted to submit an initial vacation form listing more than one starting or more than one ending date. Failure of any employee to submit a vacation request prior to the deadline as described herein, will constitute a waiver of the employee's right to make a vacation selection until the process is again repeated on the basis of seniority.

Further, commencing on or about January 3<sup>rd</sup> of each year during the term of this Agreement, the Chief or designee will conspicuously post and continuously update a yearly calendar clearly showing those vacation times selected by employees in the manner provided under this section. Such conspicuous posting will afford all employees an opportunity to determine which vacation dates remain available during any calendar year prior to making the selection and submitting their form. Employees will be permitted to provide the department a written proxy authorizing another named employee to submit their vacation request form in their absence. All vacation times selected must be on the basis of the unused and accrued vacation for which the employee would be eligible at the commencement of the time selected. After all employees have been provided an opportunity to make a vacation selection, the selection process will be repeated in a manner identical to the first selection process.

Vacation selected during the months of January, February and March is considered *open* and are not subject to the selection process. During these open months, employees may, on a first come first serve basis, regardless of seniority, select vacation. *Open month* vacation requests shall be granted by the employer provided the employee submits such requests at least one (1) month in advance of, but not more than one (1) year before, the start date of the intended vacation. Open month vacation selections shall not count toward an employee's two vacation selections, but rather are in addition to the selection process.

The remainder of an employee's unused and accrued vacation time may be taken in increments of not less than one (1) hour. After the vacation schedule has been posted, no employee may take more than two days of vacation without the express consent of the Chief. At least twenty four (24) hour notice must be given by any employee requesting sixteen (16) or twenty (20) hours of vacation time unless permitted by a supervisor. Compensation time may not be used in conjunction with vacation time unless approved by the Chief or designee, which approval shall not be unreasonably withheld.

#### **Section 16.06 Vacation Pay Rate**

Vacation pay shall be at the employee's regular hourly rate of pay at the time the vacation is taken.

#### **Section 16.07 Call Backs from Vacation Leave**

Any employee required to work during a scheduled vacation shall receive pay for vacation and pay for the hours actually worked, and in addition shall be entitled to additional vacation time in an amount equal to the hours worked. Any call back from vacation shall be done solely by the Chief or designee.

#### **Section 16.08 Vacation Maximum Accrual**

All Bargaining Unit employees shall be allowed to accumulate two hundred (200) hours of vacation.



## ARTICLE 17

### HOLIDAYS:

#### Section 17.01 Paid Holidays

The following days are recognized as paid holidays:

New Year's Day	Independence Day
Martin Luther King Jr. Day	Labor Day
Native American Day	Veteran's Day
Memorial Day (Monday)	Thanksgiving Day
Christmas Day	President's Day

Whenever any of the foregoing holidays fall on Sunday, Sunday shall be observed as the holiday. Whenever any of the foregoing holidays fall on Saturday, then Saturday shall be observed as the holiday. An employee who, as part of their regular work schedule, works on Easter, shall be paid holiday pay hour for hour or may elect instead to receive vacation time for the Easter holiday.

#### Section 17.02 Conditions for Holiday Pay

Qualifications: The holidays defined in Section 17.01 shall be paid, if the following requirements are met:

- A. The employee worked the hours required by the Employer on their scheduled work day prior to the holiday and on their first scheduled work day after the holiday unless on paid leave or excused for cause; and
- B. An employee who is scheduled or requested to work on the holiday and does not work shall receive no holiday pay unless on vacation or sick leave or excused for cause.

#### Section 17.03 Holiday Pay Compensation

Employees shall be compensated for holidays as follows:

- a) If the employee has complied with those requirements identified in Section 17.02, whether regularly scheduled to work or not, they shall be compensated for an additional eight (8) hours of straight time pay (ten (10) hours if regularly scheduled to work a 10-hour shift); and
- b) If an employee is regularly scheduled to work on any holiday defined in Section 17.01, they shall receive the following pay: regular salary of eight (8) hours or ten (10) hours if scheduled to work a 10 hour shift as well as the additional eight (8) or ten (10) hours of straight time pay provided for in 17.03(a) above and up to an additional eight (8) (or ten (10) if regularly scheduled to work a 10-hour shift) hours at straight time pay for the hours actually worked on the holiday.
- c) If an employee is not regularly scheduled to work on a holiday defined in Section 17.01, but does perform work on a holiday, they shall receive pay at the overtime (1 ½) rate for all hours of work performed in addition to the eight (8) or ten (10) hours of holiday pay provided for in 17.03(a) above.
- d) Pay for holidays shall be included in the employees payroll check, based on the month the timesheet indicates payment is due.

## **ARTICLE 18**

### **SICK LEAVE:**

#### **Section 18.01 Paid Sick Leave**

All regular full time employees will be allowed to accrue sick leave. Each of the parties recognizes that sick leave is designed to provide some measure of protection to an employee who is unable to perform their regular duties by reason of illness. Each of the parties recognizes that abuse of sick leave is detrimental to the City and accordingly will be the basis for disciplinary action.

#### **Section 18.02 Sick Leave Monthly Accruals**

Sick leave shall be accrued at the rate of eight (8) hours per month for all Bargaining Unit employees, not to exceed ninety-six hours per year. An employee's sick leave account shall be credited with the accrued sick leave on the 15<sup>th</sup> of each month, such newly accrued monthly sick leave can only be used after the 15<sup>th</sup> of the month. Sick Leave may be accumulated from year to year in an unlimited amount.

#### **Section 18.03 Sick Leave Rate of Pay and Prohibition of Use**

The rate of pay for sick leave shall be the regular rate of pay. Sick leave pay shall not be paid for the following:

- a) Self-inflicted disabilities caused by use of drugs, intoxication, willful misconduct or self-induced disability, or commission of any crime.
- b) Disabilities occurring in the course of gainful employment for other than the City.

#### **Section 18.04 Notification Required**

In the event of sickness, an employee must notify their supervisor as far in advance as possible, but must inform a supervisor no later than thirty (30) minutes prior to their shift unless there is an emergency. An employee may be required to submit a physician's statement to support any absence or other acceptable evidence or may suffer loss of sick leave pay for time absent.

#### **Section 18.05 Permissible Uses of Sick Leave**

Sick leave may be used to the extent of the accrued and unused sick leave as follows:

- a) Family illness – for purposes of family sick leave, family member relationships include: employee's spouse, child, step-child, parent, step-parent and/or assigned ward of legal guardianship of the employee with total time taken to include all family members not to exceed 80 hours per calendar year. Sick leave used to care for family members should be noted on time sheet by placing "FAM SL" in the Notes section. The employee may be required to submit a physician's statement of illness claimed under this subsection;
- b) Doctor or dental appointments;
- c) For the birth of an employee's child, the employee shall be granted twenty-four (24) hours sick leave to be taken at the time of delivery, or at the time of the mother or child's release from the hospital or any combination of both. Any other time off under this circumstance shall be taken from compensation time or vacation;
- d) Any employee accidentally injured on the job who qualifies for workers compensation pay will receive pay and/or benefits according to the following formula; Receive regular pay from the Employer for any days of work missed as a result of the injury and sign all workers compensation checks received from the insurer over to the Employer. Sick leave will be

deducted from the balance available to the employee at the rate of 1:3 (for example: one (1) hour of sick leave deducted for every three hours of work missed). The Employer will allow such use of sick leave up to the maximum number of hours of sick leave available to the employee. In the event an employee choosing this option exhausts all available sick leave prior to returning to work, then upon such occurrence, the following provisions shall thereafter apply:

The employee with no available sick leave will accept workers compensation payment from the insurer as full compensation with no leave time charged to any leave balance (sick leave, vacation leave, compensatory time) and no pay from the Employer. In the event an employee receives benefits pursuant to this provision, employee will be eligible for benefits only to the extent provided for under the Employer's personnel policy governing leaves of absence without pay.

- e) Employees shall be entitled to three (3) days deducted from accrued sick leave to attend the funeral of the following relationships: son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, and step-relatives in these same categories. An additional two (2) days may be used with approval of the supervisor. Use of this three day or additional two day sick leave as funeral leave benefit for family relationship is not included in the restricted hours of family illness.

#### **Section 18.06 Sick Leave Pay upon Retirement**

An employee who has completed at least ten (10) years of service with the City of Watertown and is determined eligible for retirement in accordance with eligibility requirements of the South Dakota Retirement System (SDRS) or has completed 20 years of service, such eligible employee can receive payment for accrued unused sick leave not in excess of six hundred (600) hours. Deposits to the South Dakota Retirement System, hereinafter referred to as SDRS, for the cash value of unused accrued sick leave are subject to limits of the Internal Revenue Service (IRS) Code Section 415, and the eligibility as set forth by the SDRS.

Employees who are determined not eligible for deposit of unused accrued sick leave cash payouts to the employee retirement plan under SDRS, as determined by SDRS, but are eligible for retirement as determined by SDRS, will receive the cash value of accrued unused sick leave not in excess of six hundred (600) hours. Such payout will be provided by the City to the employee through the payroll process.

To be eligible for Sick Leave Pay at Retirement, employees must have completed a minimum of ten (10) years of service with the City of Watertown.

#### **Section 18.07 Sick Leave Pay Death Benefit**

In the case of the death of an employee, all unused, accrued sick leave shall be paid to the employee's designated beneficiary.

#### **Section 18.08 Sick Leave Pay upon Termination**

In the event of voluntary separation by the employee or in the event an employee is discharged for just cause, all unused and accrued sick leave shall be forfeited unless employee was eligible for retirement.

#### **Section 18.09 Pregnancy and Parenting Leave**

Employees who meet the requirements for Family Medical Leave Act hereinafter referred to as FMLA, as defined by the Department of Labor, Wage and Hour Division CFR 29 Part 825, shall be

offered Family Medical Leave for an employee's own pregnancy and/or the birth or adoption of a child, as well as parenting leave. The entitlements of the FMLA are recited in CFR 29 Part 825 as noted above. FMLA is administered by Human Resources.

Those employees who do not meet the eligibility requirements for FMLA, and are on an approved leave of absence for pregnancy or parenting leave, are subject to the policies governing paid and unpaid leaves of absence as set forth in Article 20.

**A. Pregnancy-** Pregnancy is cause for use of sick leave, annual leave or leave without pay. The type of leave taken is up to the employee with the approval of the department head.

Pregnancy will be treated as any other temporary disability or illness. During the pregnancy, or after the birth of the child, if the medical provider determines the employee is incapacitated and/or temporarily unable to work due to health concerns, the department head/supervisor shall not allow the employee to work until the employee provides medical documentation from the medical provider of work limitations to performing essential duties, and/or if restricted duty is ordered. If restrictions are imposed, the medical documentation must state how long the temporary restrictions will be in place. If the employee does not have any medical limitations or restrictions to performing duties, the documentation must indicate "no restrictions."

If restrictions exist, the supervisor may work with the employee to determine available work tasks included in the employee's normal duties to the extent possible and provide temporary accommodations to the essential functions while the employee is on temporary restrictions. Use of sick leave shall be used in accordance with Section 18.05.

**B. Parenting Leave-** Leave following the birth or adoption of a child is defined as Parenting Leave. The amount of leave taken for parenting leave following the birth or adoption of a child, is to be requested by the employee and approved by the department head. The department head will take into account such factors as the amount of accrued leave available, the work load and the health of the employee based on a medical provider's statement. Additionally, if the employee has taken pregnancy and parenting leave consecutively following the birth of the child (not returned to work after child was born), the parenting employee on medical leave of absence shall provide documentation by the medical provider regarding the ability to return to work with or without restrictions. If restrictions exist, the medical documentation must include the length of time any restrictions are in place. Medical documentation must be submitted to the department head or supervisor and immediately turned in to Human Resources, prior to returning to work.

**C. Return to Position Upon Return From Approved Leave-** Employees who are given a leaves of absence due to pregnancy and return to work within the time approved by the department head, seniority permitting, shall be assigned to available work in the classification they permanently occupied and at the rate of pay that they were receiving at the time the leave of absence was granted. It is understood that upon return, the work to which they are assigned may not necessarily be in the work function in which they were employed at the start of such leave of absence.

### **Section 18.10 Sick Leave Bank**

In the event an employee has a serious or life threatening illness, the employee or Department Head may submit a request for the Sick Leave Bank by completing the required form which is appended to this document. The completed Sick Leave Bank Request Form will be submitted to the City Finance Office.

The Sick Leave Bank Request Form should also include any relevant information the applicant wishes to disclose to the committee and donating employees related to his/her condition. It should be noted that the employee's signature on the Sick Leave Bank Request Form authorizes release of the information the employee has elected to disclose.

The Sick Leave Bank Committee will review the request form to determine eligibility to receive donated hours from other employees. The Committee shall consist of union members. The Committee will determine if the applicant is approved for donations. Following committee approval the request must then be approved by the Department Head and Human Resources. This process is not subject to the grievance procedure.

The Committee will notify the employee requesting the Sick Leave Bank donations of approval or denial of request. If approved, the Union will post the completed Sick Leave Bank Request Form to solicit for donations via department bulletin board or email. The Union will collect donation forms and inform approved employee and management when maximum donations have been received, or donation period has ended. Once all donation forms have been received, the Union will submit them to the Finance Office for payroll processing.

Upon approval, the following guidelines apply:

- Maximum of two hundred (200) hours of donated time.
- No requests for less than five (5) working days will be accepted, unless those days are to be added on to an already in progress leave of more than ten (10) days.
- Employees approved for donations must use all sick leave, vacation and compensatory time prior to receiving any donated hours.
- Donating employees are allowed to donate a maximum of forty (40) hours; the donating employee's sick leave accrual balance cannot be less than one hundred twenty (200) hours after donating sick leave.

If request is denied, a letter will be provided to the requesting employee via email or hand delivery.

## **ARTICLE 19**

### **FAMILY MEDICAL LEAVE ACT (FMLA):**

#### Family and Medical Leave Act

The City of Watertown having in excess of 50 employees is governed by and will comply with the Family and Medical Leave Act of 1993 as well as any subsequent amendments and/or modifications to the law.

Consistent with the provisions of the federal Family Medical Leave Act (FMLA) of 1993 and the National Defense Authorization Act of 2008, an eligible employee and covered care giver may be entitled to up to twenty-six (26) weeks of unpaid Military Care Giver Leave during any twelve (12) month period to provide care for a recovering service member or eligible veteran.

Eligible employees with a spouse, child, or parent on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces (including a member of the National Guard or Reserves) in support of a contingency operation may take up to twelve (12) work weeks of unpaid normal FMLA leave because of any "Qualifying Exigency." The City shall post the most current mandated poster for employees to review and serve as a guide for FMLA coverage.

### **Section 19.01 FMLA Eligibility and Leave Allowances**

Consistent with the provisions of the federal Family and Medical Leave Act (FMLA) of 1993, an eligible employee may be entitled to up to twelve (12) workweeks of unpaid job protected leave within any twelve (12) month period of employment when specific conditions are met. Please contact Human Resources for conditions required. To be eligible to take Family Medical Leave, the employee must have worked for the City of Watertown for at least twelve (12) months and at least 1,250 hours during the twelve (12) months preceding the start of the leave.

Family Medical Leave may also be approved for up to twenty six (26) weeks in a twelve (12) month period for a qualifying military exigency arising out of the fact that the employee, employee's spouse, son, daughter, or parent is a military member on covered active duty status (or has been notified of an impending call or order to covered active duty, or to care for a covered service member.

The City of Watertown uses a rolling twelve (12) month period, measured forward from the first day the employee first uses any FMLA leave to determine eligibility for, and availability of, leave time under FMLA. To determine if an employee is eligible for FMLA leave during any given work week on a "rolling year" basis, one looks back over the twelve (12) months immediately preceding that week. Applicable sick leave benefits and leave resulting from Workers' Compensation claims will be included in the twelve (12) week period allowed. Leave without pay may begin after all available applicable paid leave has been exhausted and will be included in the FMLA. The fact that a holiday may occur within a workweek taken as FMLA leave without pay has no effect; the week will be counted as a week of FMLA leave.

Employees can request job protected FMLA leave status for a period of "incapacity" of more than three (3) calendar days for FMLA eligible absences. However, employees will be required to be on an approved leave of absence and complete leave of absence paperwork for paid and/or unpaid absences in excess of three (3) calendar days. Employees must provide sufficient and complete information regarding the reason they are requesting leave, the timing of the leave, and when they are expected to return to work. Employees may not prospectively waive their FMLA rights.

If the accrued number of leave hours is fewer than twelve (12) weeks (or twenty-six (26) weeks in the case of a Military Caregiver Leave for a covered service member or eligible veteran), the additional weeks of leave necessary to obtain the twelve (12) workweeks (or twenty-six (26) workweeks in the case of a Military Caregiver Leave for a covered service member or eligible veteran) required under FMLA will be considered unpaid leave. If a serious health condition of the employee is involved, an employee must first use any paid medical sick leave. The employee is entitled to paid medical sick leave to care for a seriously ill family member only if authorized in accordance with the existing leave plan. Paid vacation leave may be used following the exhaustion of sick leave accruals.

### **Section 19.02 Spouses as City Employees**

If both husband and wife are employed by the City, each shall have full access to twelve weeks leave with respect to their own parents but shall only receive a total of twelve (12) weeks between them for the birth of their child or a placement with them for adoption or foster care.

### **Section 19.03 – FMLA Qualifying Events**

Eligible events limited to a total of twelve (12) workweeks include:

- a) the birth of a child, or placement of a child with you for adoption or foster care;
- b) employee's serious health condition
- c) employee's need to care for spouse, child, or parent due to his/her serious health condition;
- d) a qualifying exigency arising out of the fact that the employee, employee's spouse, son, daughter, or parent is a military member on covered active duty status (or has been notified of an impending call or order to covered active duty with the Armed Forces.
  - Qualifying exigencies include: short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, additional activities as the need arises.
  - Covered active duty means in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in Section 101 (a) (13) (B) of Title 10, United States Code.

Eligible events limited to a total of twenty six (26) unpaid workweeks in a twelve month period:

- a) next of kin of a covered service member with a serious injury or illness (next of kin includes: spouse, son or daughter, parent) which is limited to a total of twenty-six (26) workweeks of leave during a single twelve (12) month period.

Whenever the necessity of leave is foreseeable, the employee must provide thirty (30) days advance notice of his or her desire to use FMLA and shall consult with the employer when planning the medical treatment to make reasonable efforts to schedule those leaves so as not to unduly disrupt the employer's operations.

### **Section 19.04 Documentation and Medical Certification Required**

The employer requires appropriate medical certification for a Family Medical Leave qualifying absence or for an employee leave for the employee's or family member's serious health condition, including a statement that the employee is needed to care for the family member and the amount of time needed.

Under the FMLA regulations in effect January 16, 2009, a human resources professional, leave administrator, or management official, but not the employee's immediate supervisor, may contact the health care provider directly for purposes of authentication and clarification after the employer has first given the employee an opportunity to cure the deficiencies in the certification paperwork.

Employees and next of kin of covered service members utilizing family medical leave as listed in 18.03, are also required to provide documentation of the service member's serious health condition, or deployment paperwork provided by the military unit with beginning and end dates included.

The City may require an employee on Family Medical Leave to report periodically on his/her status, the intention of the employee to return to work, and periodic re-certification paperwork regarding the medical condition as allowed under federal FMLA statutes.

**Section 19.05 Intermittent FMLA Usage**

An employee can take family leave on an intermittent basis because of the birth or placement of a child for adoption or foster care only if the employer agrees. Intermittent leave to care for a sick family member or the employee’s own serious health condition may be taken when medically necessary, and if such intermittent leave is granted, the City may require the employee to temporarily transfer to an alternate position as defined under federal law.

**Section 19.06 Group Health Insurance**

Employees on Family Medical Leave continue to receive group health insurance coverage while they are on an approved Family Medical Leave absence. The employee will have premiums deducted for any portion of the premium cost the employee is already required to pay. The employer shall provide advance written notice of the terms and conditions in which payments must be made prior to commencement of leave. If the employee does not return to work after expiration of the approved period of leave, the employer may receive from the employee all of the premiums it paid, unless the failure to return was because of the continuation, recurrence or onset of a serious health condition of the employee or a family member as defined herein, or because of other circumstances beyond the control of the employee.

Seniority, other than to the extent authorized in Section 10.06 (H) or authorized in Section 20.02, and any other employment benefits will not accrue during the period of any unpaid family leave.

**Section 19.07 Restoration to Pre-Leave Position**

If an employee returns to work upon expiration of the entitled period of leave, reasonable efforts shall be made to return said employee to the same position as vacated, but the employee shall be reinstated to an equivalent position having substantially similar duties and conditions.

**Section 19.08 Return to Work**

Prior to returning from a continuous leave of absence (not intermittent), an employee under Family Medical Leave for their own serious health condition is required to provide the City Human Resources department a proper fitness-for-duty certification from his/her healthcare provider addressing the employee’s ability to perform the essential functions of his/her pre-leave position. Medical documentation must be complete and indicate any medical restrictions the employee has, if any, to performing the essential functions of the position. If restrictions exist, such documentation must state the start and end dates that specific restricted duties are in place. If restrictions exist, the City will assess the ability of light duty options unless a reasonable safety concern exists for doing so.

**ARTICLE 20**

**LEAVES OF ABSENCE:**

**Section 20.01 Paid Leaves of Absence**

An employee shall be granted a paid leave of absence from work for the following reasons:

1. Jury Duty: An employee who is called to Jury Duty shall receive full pay from the City, provided, however, that all pay received from such jury duty during a regular workday be endorsed to the City Finance Department. If the Jury Duty pay includes both worked and non-work days, the employee shall reimburse to the City, the Jury Duty pay received for the work days only. When not engaged in actual jury service, the employee must report to work



to their assigned duties. An employee summoned as a juror shall notify their immediate supervisor in advance. It is not intended by this article that the employee will receive pay unless absent on jury duty.

2. Voting: Ample time to vote in any election with no loss of pay when the work duties of the Employee with the City would otherwise prevent them from voting.
3. Civic Duty: Any other civic or similar duty with no loss of pay, pursuant to the prior approval of the Mayor and Department Head.
4. Bereavement Leave: Employees shall be entitled to a three (3) day leave with pay to make arrangements for the funeral, attend the funeral and/or estate planning for family member relationships to include: employee's spouse, child, step-child, parent, step-parent, brother, step-brother, sister, step-sister, grandparent, step-grandparent, grandchild and/or assigned ward or legal guardianship of the employee. The three (3) workdays do not need to be consecutive and an additional two (2) days to be deducted from accrued sick leave may be granted with approval of the department head. Use of the two (2) day additional sick leave as funeral leave benefit for family relationships is not included in the restricted hours for family illness.

Provisions for funeral leave for family members not included in the above family relationship list are covered under sick leave Section 18.05(E).

### **Section 20.02 Unpaid Leaves of Absence**

An employee may be granted unpaid leaves of absence, with prior approval of the Department Head, for the following reasons:

- a) For non-job related illness or injury up to one (1) year;
- b) Resumption of education for completion or pursuit of a high school degree and/or higher education necessary for a City related position;
- c) Any other reasonable purpose.

During the leave of absence for items (a) or (b) as noted above, the employee shall not accrue seniority except for the first thirty (30) days, but shall remain on the seniority list and from the commencement of the leave, shall accumulate no further rights for any paid leave of absence including sick leave, vacation or holiday pay.

An employee in an approved leave without pay status for 17 calendar days or more during any calendar month or 17 consecutive calendar days or more during any two or more consecutive months will not be entitled to receive the following employee benefits for that calendar month or the subsequent calendar months affected by the leave:

- Vacation leave accrual
- Sick leave accrual
- Longevity pay
- City contribution to supplemental retirement

Eligibility for health insurance when on a non-FMLA protected leave of absence is determined in accordance with the health insurance contract between the City and the contracted health insurance company. If an employee is not entitled to the City contribution toward the group health insurance premium while in an approved leave without pay status, the employee is responsible for the entire amount of the group health insurance premium. Such employee shall be eligible to participate in the employer's group health plan offered through rights set forth through the Consolidated Omnibus

Budget Reconciliation Act health benefit provision (COBRA) which is offered to the employee on leave after exhaustion of all paid time.

### **Section 20.03 Military Leaves of Absence**

- A. Subject to and consistent with applicable statute or other binding rule or regulation, any member of the Bargaining Unit, who has been employed by the City for ninety (90) calendar days, who reports or performs duty in any branch of the Armed Forces of the United States, shall be entitled to reinstatement with the City, provided:
- (1) The employee makes written request for reinstatement to the position held prior to or within ninety (90) days of release from the service, or within ninety (90) days after a hospitalization continuing after such release for not more than one (1) year;
  - (2) The position with the City still exists;
  - (3) The employee is capable of discharging the duties of the position;
  - (4) Separation from the Armed Forces was other than dishonorable;
  - (5) The employee shall not be entitled to pay during such leave.
- B. Military leave for annual duty. An employee who has served the probationary period, who is a duly qualified member of the "Reserve Component of the Armed Forces," who is a member of the "Ready Reserve," who is a member of an organized unit, and who, in order to receive military training with the Armed Forces of the United States, not to exceed fifteen (15) days in one (1) calendar year, shall be entitled to a leave of absence and shall be returned to service, provided the employee is still able to perform the duties of the position, without loss of status, pay, and seniority, provided:
- (1) The employee has given ten (10) days' notice prior to the time of departure, unless the circumstances under which the employee is required to report for reserve training does not permit the giving of such notice;
  - (2) The employee has fulfilled the obligation to attend the training prescribed;
  - (3) The employee must return to this City position immediately on being relieved from such military service, and not later than the expiration of the term herein limited for such leave, unless prevented from so returning by physical or mental disability or other cause not due to the employee's own fault, or is required by proper authority to continue in such military service beyond the time herein limited for such military leave; and
  - (4) In case the military pay allowances for such fifteen (15) day period are less than normal wages, the difference shall be paid by the City.

An employee separated from employment pursuant to this section; who is within the probationary period at the time of such separation shall have their probationary period held in abeyance until such time as they return to regular full-time service with the City.

## **ARTICLE 21**

### **GROUP INSURANCE AND BENEFITS:**

#### **Section 21.01 Group Health Insurance**

As authorized by SDCL 9-14-30 and 9-14-32, the Employer agrees to participate with the employee in the cost of group health and group life insurance for each employee and group health insurance for the dependents of such employee. The current policy of group health insurance includes two alternative plans of coverage, i.e., PPO Plan 1 and PPO Plan 2. During the term of this Agreement, the group health shall provide options for single, employee plus spouse, employee plus children and family coverage.

The monthly premiums paid for the above plans will be shared by the City and employees as follows:

**PPO Plan #1 –**

- The City will match the dollar amount allocated to the PPOII plans by Tier for the contribution to the PPOI Plan (\$1500 DEDUCTIBLE)

**PPO Plan #2 –**

- 95% City contribution to the Single Premium for PPOII Plan (\$3000 DEDUCTIBLE)
- 75% City contribution to the Employee/Spouse, Employee/Children and Family Premium for PPOII Plan (\$3000 DEDUCTIBLE per person)

It is agreed and understood that the amount of the contribution of the City is a negotiable item at the time of the negotiation of a new contract and shall be considered together with wages at the time of such negotiation.

**Section 21.02 Insurance Committee**

An insurance committee shall be established to review and approve any changes that are made in the existing group health and life insurance. This committee shall be composed of one representative chosen by each bargaining unit which represents employee groups within the City of Watertown and desires to participate on the committee and one representative chosen by management of each employee group participating with the Mayor of the city as the voting chairman. All decisions will be made by a majority vote of this committee. It is further agreed that decisions of the committee and decisions on whether or not coverage's are "substantially similar" are the subject of the grievance procedure set forth in this contract together with all statutory rights therein.

**Section 21.03 Coverage Changes**

It is agreed and understood that during the term of this contract the City has the right to change companies providing the coverage set forth above, however, any new policy shall have substantially similar coverage. It is understood that the words "substantially similar" mean that there may be increased coverage in some areas and decreased coverage in others but that the total coverage's will be substantially similar. It is understood and agreed by and between the parties that it is not the intent of the City nor may the City reduce coverage for the purposes of lowering premiums, however, it is understood and agreed that the City may, during the term of this Agreement, take quotations on insurance and may select a company with a lower premium if the coverage are substantially similar. It is further agreed that decisions on whether or not coverage is "substantially similar" are subject to the grievance procedure set forth in this contract together with all statutory rights therein.

**Section 21.04 Retiree Health Insurance**

The City agrees to provide group health coverage for each employee who retires at age 60, or at age 55 or over with 20 years of service, or after age 48 according to a "rule of 75" combining age and years of service which total 75. Such retired employees and their dependents will be included in the City's group insurance plan at the rates charged by the insurance carrier.

The City contribution shall be as follows:

- Retiree only (single) - \$60.00 per month
- Retiree plus spouse - \$140.00 per month
- Retiree plus children- \$120.00 per month
- Retiree Family coverage - \$200.00 per month

In no event shall the contribution of the City exceed 1/2 of the cost of such premium. The City shall not be obligated to provide or pay any amount when the retired employee is eligible for Medicare.

**Section 21.05 Liability Coverage**

The City will provide, when allowed by statute, not less than the current coverage with respect to liability insurance covering police employees during the course of their duty and acting within the scope of their employment. Such coverage is not to be less than that currently furnished.

**Section 21.06 Dental Insurance**

The City offers to the employee a dental plan on the basis of voluntary participation at no cost to the City.

**Section 21.07 Vision Insurance**

The City offers to the employees a vision plan on the basis of voluntary participation at no cost to the City.

**Section 21.08 Optional Supplemental Retirement Fund**

To promote and encourage savings for retirement, the City agrees that if an employee desires to participate in the South Dakota Retirement System Supplemental Retirement Fund, that the City will make a contribution as follows:

Employee Contribution	City Contribution
\$50.00	\$25.00
\$40.00	\$20.00
\$30.00	\$15.00
\$20.00	\$10.00

City Contributions shall be an increase in wages in the amount of the option selected by the employee. Employee contributions shall be by deductions from wages and the employee must sign up and designate one of the above contribution levels.

**ARTICLE 22**

**SHIFT DIFFERENTIAL PAY:**

The term “night shift” as used herein, shall be deemed to include the hours of 10:00 p.m. to 6:00 a.m., C.S.T.

**Section 22.01 Night Differential Eligibility**

Each Patrol Officer, Sergeant and Communications officer, working the night shift shall receive a night differential pay. Night differential pay shall be paid at a rate of Twenty-Five Dollars (\$25.00) per week. Any employee whose posted work schedule, for any week, includes more than 51% of

their work falling within the night shift as defined herein, shall be entitled to receive night differential pay.

## **ARTICLE 23**

### **RIDES TO WORK:**

#### **Section 23.01 Rides to Work**

Rides to work may be given at the sole discretion of the Chief in cases of hardship or severe adverse weather. The decisions of the Chief shall be final and shall not be subject to the grievance procedure.

## **ARTICLE 24**

### **DAYS CITY HALL IS CLOSED:**

#### **Section 24.01 Closing of City Hall**

On days when City Hall is closed by official action, not including holidays listed under this Agreement, storm days, or weekends, officers who are working during such hours City Hall is closed shall receive time off in accordance with the balance of this Agreement on an hour for hour basis but not time and one-half. This clause applies only to those officers who are working such time and the time off shall be granted in the sole discretion of the Chief when excess manpower is available and this time is considered compensation time and may not be turned in for overtime pay. The closing of City Hall by official action, is not the same as a "snow day."

## **ARTICLE 25**

### **WAGES, PAY GRADES AND ASSIGNMENT PAY:**

#### **Section 25.01 Wages**

Wages for all employees represented by the WPOA shall be paid according to Exhibit 1, a pay matrix wage scale, which is attached hereto and incorporated by reference. The pay grades for employees in this bargaining unit are as follows:

Communications Officer	Grade 3
Patrol Officers	Grade 5
Sergeant	Grade 6

#### **For Calendar Year 2019:**

Effective January 1, employees will receive a three (3) percent increase to their base salary.

#### **For Calendar Year 2020 and 2021:**

Each August 1<sup>st</sup>, 2019 and 2020, there will be a reopening of the contract for the purpose of discussing wages for 2020 and 2021. At the completion of the 2019 wage study the Union and City will meet within 30 days to discuss the results of the wage study.

**Section 25.02 Starting Pay**

New employees hired on or after January 1 of each year will start at the minimum salary for their grade classification. Previous law enforcement experience may be considered in determining the starting salary of a Patrol Officer.

Starting pay above Step 1 is allowed per guidelines below:

<u>Step 2 or 2% above starting wage</u>	<u>SD State Certified Officer not working in law enforcement yet (I.E. LATI graduate)</u>
<u>Step 3 or 4% above starting wage</u>	<u>SD State Certified Officer working with an agency for up to two (2) years</u>
<u>Step 4 or 6% above starting wage</u>	<u>SD State Certified Officer working with an agency from two (2) to five (5) years</u>
<u>Maximum 8%</u>	<u>SD State Certified Officer for (5) plus years as an Officer</u>

**Section 25.03 Assignment Pay**

In addition to the base salary, Assignment Pay will be provided for employees designated by the Chief under Article 10 to fill the following assignments:

- Patrol Training Officer (Maximum of 4) - \$32.00 per month
- School Resource Officer (Maximum of 2) - \$32.00 per month
- Detectives (Maximum of 4) - \$65.00 per month
- Corporal (Maximum of 4) - \$48.00 per month
- Lead Communications Officer (Maximum of 3) - \$48.00 per month

**ARTICLE 26**

**LONGEVITY:**

**Section 26.01 Longevity Pay Eligibility**

All employees having completed five (5) years of service with the City of Watertown shall receive longevity pay in addition to their regular salary on the following schedule. It is agreed longevity pay will be \$5.75 per month for each year of service. (Example: An employee with ten years of service shall receive \$57.50 per month longevity pay.)

**Section 26.02 Longevity Pay Increases**

Longevity pay shall be determined and increases, where appropriate, on an employee’s anniversary date of hire. When an employee’s anniversary date is prior to or on the 15<sup>th</sup>, longevity will be paid during that month based on the new years of service.

## **ARTICLE 27**

### **SEPARABILITY AND SAVINGS CLAUSE:**

#### **Section 27.01 Separability and Savings**

If any provision of this agreement is in contravention of the laws or regulations of the United States or of the State of South Dakota, such provision shall be superceded 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. If the parties are unable to agree as to whether or not any provision hereof is in contravention of any such laws or regulations, the provisions hereof involved shall remain in effect until the court or other authority having jurisdiction in the matter settles the dispute.

## **ARTICLE 28**

### **WORK RULES:**

#### **Section 28.01 Work Rule Changes**

Whenever the City shall adopt any policy or procedure not already implemented or in effect at the time this agreement is executed, or adopt work rules governing operations, they shall be posted on the bulletin board and by delivery of a copy to the Bargaining Unit.

The City agrees that during the term of the Agreement it will periodically update its internal departmental policy manual. Prior to implementation of any new policy or amendment to any existing policy, any such policy shall first be submitted to the Bargaining Unit for comment. The parties agree that while comment is sought, final adoption is the right of management and is not subject to the grievance procedure described herein except as to whether the policy violates this Agreement or any applicable Civil Service Ordinance, Regulation, or State Law. Upon adoption of a policy manual or any amendment, each officer shall receive a copy and acknowledge such receipt.

#### **Section 28.02 Application of Rules**

Any such rule adopted by the City shall be applied uniformly and without discrimination. The failure to adopt work rules shall not be regarded as authorizing employees to disregard general conditions of employment such as faithful performance of duties timely observance of posted schedules of work and following legitimate directions of supervisors with respect to the work to be performed.

#### **Section 28.03 Work Rule Dispute Resolution**

Any dispute over the reasonableness of work rules shall be first submitted to the Committee of Labor Management relations and if not there resolved shall be processed through the grievance procedure.

## ARTICLE 29

### TERMINATION:

#### Section 29.01 Term of Agreement

The provisions of this Agreement shall be effective from January 1, 2019 and shall continue in effect until December 31, 2021.

#### Section 29.02 Renewal of Agreement

Negotiations for a new contract shall commence by July 1, 2021.

#### Section 29.03 Collective Bargaining

On or before June 1, 2021, either party hereto may notify the other party in writing of their desire to negotiate the terms and provisions of a successor agreement. Following such notification, conferences, and negotiations shall be carried as follows:

- a) Step 1, submission of bargaining unit proposals by June 1, 2021;
- b) Step 2, City responses by July 1, 2021, and
- c) Step 3, negotiations continue thereafter at such mutually agreeable times until a agreement is reached.

#### Section 29.04 Post-Expiration Life of Agreement

This Agreement shall remain in full force and effect during the period of negotiations even if negotiations continue beyond the term of this contract.

IN WITNESS WHEREOF, the parties hereto have set their hands this 14<sup>th</sup> day of January 2019.

CITY OF WATERTOWN



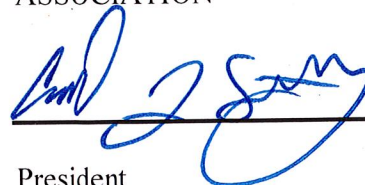
Sarah Caron, Mayor

ATTEST:



Kristen Bobzien, Finance Officer  
(SEAL)

WATERTOWN POLICE OFFICERS  
ASSOCIATION



President



## APPENDIX I WAGE MATRIX

Based on grade 9 at \$69,360 & 2% increase each step

	1	2	3	4	5	6	7
1	\$ 27,744.00	\$ 28,298.88	\$ 28,864.86	\$ 29,442.15	\$ 30,031.00	\$ 30,631.62	\$ 31,244.25
2	\$ 31,212.00	\$ 31,836.24	\$ 32,472.96	\$ 33,122.42	\$ 33,784.87	\$ 34,460.57	\$ 35,149.78
3	\$ 34,680.00	\$ 35,373.60	\$ 36,081.07	\$ 36,802.69	\$ 37,538.75	\$ 38,289.52	\$ 39,055.31
4	\$ 38,148.00	\$ 38,910.96	\$ 39,689.18	\$ 40,482.96	\$ 41,292.62	\$ 42,118.47	\$ 42,960.84
5	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29	\$ 44,163.23	\$ 45,046.50	\$ 45,947.43	\$ 46,866.38
6	\$ 48,552.00	\$ 49,523.04	\$ 50,513.50	\$ 51,523.77	\$ 52,554.25	\$ 53,605.33	\$ 54,677.44
7	\$ 55,488.00	\$ 56,597.76	\$ 57,729.72	\$ 58,884.31	\$ 60,062.00	\$ 61,263.24	\$ 62,488.50
8	\$ 62,424.00	\$ 63,672.48	\$ 64,945.93	\$ 66,244.85	\$ 67,569.75	\$ 68,921.14	\$ 70,299.56
9	\$ 69,360.00	\$ 70,747.20	\$ 72,162.14	\$ 73,605.39	\$ 75,077.49	\$ 76,579.04	\$ 78,110.63

	8	9	10	11	12	13	14
1	\$ 31,869.14	\$ 32,506.52	\$ 33,156.65	\$ 33,819.78	\$ 34,496.18	\$ 35,186.10	\$ 35,889.82
2	\$ 35,852.78	\$ 36,569.83	\$ 37,301.23	\$ 38,047.25	\$ 38,808.20	\$ 39,584.36	\$ 40,376.05
3	\$ 39,836.42	\$ 40,633.15	\$ 41,445.81	\$ 42,274.73	\$ 43,120.22	\$ 43,982.63	\$ 44,862.28
4	\$ 43,820.06	\$ 44,696.46	\$ 45,590.39	\$ 46,502.20	\$ 47,432.24	\$ 48,380.89	\$ 49,348.51
5	\$ 47,803.70	\$ 48,759.78	\$ 49,734.97	\$ 50,729.67	\$ 51,744.27	\$ 52,779.15	\$ 53,834.73
6	\$ 55,770.99	\$ 56,886.41	\$ 58,024.13	\$ 59,184.62	\$ 60,368.31	\$ 61,575.68	\$ 62,807.19
7	\$ 63,738.27	\$ 65,013.04	\$ 66,313.30	\$ 67,639.56	\$ 68,992.35	\$ 70,372.20	\$ 71,779.64
8	\$ 71,705.55	\$ 73,139.67	\$ 74,602.46	\$ 76,094.51	\$ 77,616.40	\$ 79,168.73	\$ 80,752.10
9	\$ 79,672.84	\$ 81,266.29	\$ 82,891.62	\$ 84,549.45	\$ 86,240.44	\$ 87,965.25	\$ 89,724.56

	15	16	17	18	19	20	21
1	\$ 36,607.62	\$ 37,339.77	\$ 38,086.57	\$ 38,848.30	\$ 39,625.26	\$ 40,417.77	\$ 41,226.12
2	\$ 41,183.57	\$ 42,007.24	\$ 42,847.39	\$ 43,704.34	\$ 44,578.42	\$ 45,469.99	\$ 46,379.39
3	\$ 45,759.52	\$ 46,674.71	\$ 47,608.21	\$ 48,560.37	\$ 49,531.58	\$ 50,522.21	\$ 51,532.66
4	\$ 50,335.48	\$ 51,342.19	\$ 52,369.03	\$ 53,416.41	\$ 54,484.74	\$ 55,574.43	\$ 56,685.92
5	\$ 54,911.43	\$ 56,009.66	\$ 57,129.85	\$ 58,272.45	\$ 59,437.90	\$ 60,626.65	\$ 61,839.19
6	\$ 64,063.33	\$ 65,344.60	\$ 66,651.49	\$ 67,984.52	\$ 69,344.21	\$ 70,731.10	\$ 72,145.72
7	\$ 73,215.24	\$ 74,679.54	\$ 76,173.13	\$ 77,696.60	\$ 79,250.53	\$ 80,835.54	\$ 82,452.25
8	\$ 82,367.14	\$ 84,014.49	\$ 85,694.77	\$ 87,408.67	\$ 89,156.84	\$ 90,939.98	\$ 92,758.78
9	\$ 91,519.05	\$ 93,349.43	\$ 95,216.42	\$ 97,120.74	\$ 99,063.16	\$ 101,044.42	\$ 103,065.31

	22	23	24	25	26	27	28
1	\$ 42,050.65	\$ 42,891.66	\$ 43,749.49	\$ 44,624.48	\$ 45,516.97	\$ 46,427.31	\$ 47,355.86
2	\$ 47,306.98	\$ 48,253.12	\$ 49,218.18	\$ 50,202.54	\$ 51,206.59	\$ 52,230.73	\$ 53,275.34
3	\$ 52,563.31	\$ 53,614.57	\$ 54,686.87	\$ 55,780.60	\$ 56,896.22	\$ 58,034.14	\$ 59,194.82
4	\$ 57,819.64	\$ 58,976.03	\$ 60,155.55	\$ 61,358.66	\$ 62,585.84	\$ 63,837.55	\$ 65,114.31
5	\$ 63,075.97	\$ 64,337.49	\$ 65,624.24	\$ 66,936.72	\$ 68,275.46	\$ 69,640.97	\$ 71,033.79
6	\$ 73,588.63	\$ 75,060.40	\$ 76,561.61	\$ 78,092.85	\$ 79,654.70	\$ 81,247.80	\$ 82,872.75
7	\$ 84,101.29	\$ 85,783.32	\$ 87,498.99	\$ 89,248.97	\$ 91,033.95	\$ 92,854.62	\$ 94,711.72
8	\$ 94,613.96	\$ 96,506.23	\$ 98,436.36	\$ 100,405.09	\$ 102,413.19	\$ 104,461.45	\$ 106,550.68
9	\$ 105,126.62	\$ 107,229.15	\$ 109,373.73	\$ 111,561.21	\$ 113,792.43	\$ 116,068.28	\$ 118,389.65

	29	30
1	\$ 48,302.98	\$ 49,269.04
2	\$ 54,340.85	\$ 55,427.66
3	\$ 60,378.72	\$ 61,586.29
4	\$ 66,416.59	\$ 67,744.92
5	\$ 72,454.46	\$ 73,903.55
6	\$ 84,530.21	\$ 86,220.81
7	\$ 96,605.95	\$ 98,538.07
8	\$ 108,681.70	\$ 110,855.33
9	\$ 120,757.44	\$ 123,172.59

**APPENDIX II**  
**EMPLOYEE SICK LEAVE BANK REQUEST FORM**

**Employee Sick Leave Bank Request Form**

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Employee's Name: \_\_\_\_\_ Employee's Position: \_\_\_\_\_

Hours remaining of: Comp Time: \_\_\_\_\_ Vacation Time: \_\_\_\_\_ Sick Time: \_\_\_\_\_

Estimated date Employee's paid leave will be exhausted: \_\_\_\_\_

Estimated return to work date: \_\_\_\_\_

Reason for request:

Will be released to other WPD Employees or WPOA Members (Upon approval, this information will be sent via email with request for sick leave hours)

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Requesting how many hours: \_\_\_\_\_ (max 200)

Requesting Sick Leave hours from:

Watertown Police Dept. Employees: \_\_\_\_\_ WPOA Members only: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*\*By signing this form, the employee gives the WPOA and the City of Watertown approval to release the above medical and personal information to other employees/members in an attempt to collect hours to establish a sick leave bank.*

Form submitted to WPOA Board Member: \_\_\_\_\_ Date: \_\_\_\_\_

WPOA President Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved \_\_\_\_\_ Denied \_\_\_\_\_

Chief of Police Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved \_\_\_\_\_ Denied \_\_\_\_\_

Page 1 of 2

Human Resources Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved \_\_\_\_\_ Denied \_\_\_\_\_

*If employee of the Watertown Police Department is requesting hours be donated for a sick bank, they must complete this form. Once the form is completed, the employee must submit the form to a board member of the Watertown Police Officer's Association (WPOA). There is a list of the board members on the bulletin board by the patrol officer's mailboxes. The board will then meet and decide to approve the request. Once approved by the WPOA board, the form will be turned over to the Department Head/Chief of Police for approval. Once approved, an email will be sent out to the selected group notifying them of the request and the reason for the request. Once individuals have responded with how many hours they would like to donate, their name and the amount of hours will be randomly drawn until the requested amount of hours is met. A member/employee cannot donate more than 40 hours or go below 200 hours of sick time. The max amount of hours for the sick leave bank is 200. The employee requesting the sick bank must exhaust all of their own sick, comp, and vacation time prior to using donated sick bank hours.*

**To be completed by WPOA Board and submitted to Human Resources**

Employee's donating sick leave:

Hours (max 40/employee)

Print Name	Sign	Date
_____	X _____	_____
_____	X _____	_____
_____	X _____	_____
_____	X _____	_____
_____	X _____	_____
_____	X _____	_____
_____	X _____	_____

Total Hours (max 200) \_\_\_\_\_

\*Once approved, all donated hours to employee sick bank are non-revocable