

LABOR
AGREEMENT

between

The City of Deadwood
(Police Unit)

and

Teamsters Local Union
No. 120

January 1, 2022 – December 31, 2024

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ARTICLE 1

RECOGNITION

- 1.01** The City hereby recognizes the Union as the sole collective bargaining representative, pursuant to SDCL 3-18-3 and 3-18-5, for full-time Police Department employees by the City in the following described unit: HF No. 1E, 1999/2000.
- 1.02** All sworn personnel of the rank of patrolmen. Excluded from this bargaining representation are all sworn personnel of the rank of the Chief, Sergeant, Lieutenant and Corporal. However, nothing in this Article shall preclude any eligible officer or individual excluded from the bargaining unit from becoming or remaining a member of the Teamsters Local Union No. 120.
- 1.03** Part-time persons for the purpose of this Agreement shall be a person who is employed less than twenty (20) hours per week.
- 1.04** The term “temporary employee” shall mean any individual or individuals whose employment is fixed at the time of employment, not to exceed six (6) consecutive months, and will not exceed six (6) consecutive months without the consent of the Union; and is for the purpose of meeting staffing shortages, staffing short-term projects and relieving for employee absences, or is irregular and casual. If the City creates such positions within the Police Department, the Union and the City will negotiate these positions.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.01** Except for those rights which are abridged or limited by this Agreement all rights are reserved to the City.
- 2.02** Consistent with this Agreement, the rights of the City shall include, but are not limited to, the right to determine the mission of its constituent departments, commissions and boards; to maintain efficiency of City operations; to set standards of service; to determine methods, means and personnel by which City operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive order. The City has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

ARTICLE 3

UNION STATUS AND RIGHTS

- 3.01 RIGHT OF ORGANIZATION:** Eligible employees shall have the right to join and participate in the bargaining unit of the Union.
- 3.02 RIGHT OF REPRESENTATION:** Eligible employees shall have the right to be represented by the Union to negotiate collectively with the City of Deadwood, in the determination of their conditions of employment, and the administration of grievances of the purpose of administering this Agreement.
- 3.03 STEWARDS:** The City recognizes the right of the Union to designate a steward and an alternate from the Deadwood Police Department's seniority list. The authority of job stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
- A. The investigation and presentation of grievances with his/her Employer or the designated Employer representative in accordance with the provisions of this Agreement.
 - B. The transmission of such messages and information which shall originate with, and authorized by the Union, provided such message or information has been reduced to writing or is of a routine nature.
- 3.04** Upon request to his/her supervisor, which is not to be unreasonably denied, stewards shall be permitted reasonable time to investigate, one (1) hour per week, not to exceed four (4) hours per month, to present and process grievances during working hours without loss of time or pay, which hours shall be listed on the time sheets.
- 3.05** Authorized agents of the Union, after having notified the department head, shall have reasonable access to the Deadwood Police Department'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.
- 3.06 Bulletin Boards, Inter-Office Mail, and E-Mail.**
- A. The Union shall have the privilege of the use of existing 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 Union and shall be dated and signed by an officer of the Union and submitted to the office of the Chief upon its posting. It shall be the responsibility of the Union to remove notices which are outdated or unauthorized.

- B. The Union shall have the privilege of the reasonable use of the existing inter-office mail service for transmittal of communications for the official business of the Union to its members. The use of said system shall be limited to communications within the offices of the Deadwood Police Department. The correspondence shall contain the same letterhead and signature and submittal required in the preceding subsection.
- C. The Union shall have the privilege of the reasonable use of the City's e-mail system for transmittal of communication for the official business of the Union to its members. The use of said system shall be limited to communications within the offices of the Police Department.

ARTICLE 4

COMMITTEE FOR UNION-MANAGEMENT COOPERATION

- 4.01** The parties recognize that during the period in which this Agreement is in effect, problems of administration of this Agreement may arise which are not now anticipated by either party. They also recognize that during such period more mutually constructive and productive relationships are likely to exist between the City and the Union, among both management and non-management employees, if both the City and the Union continue and enlarge their respective efforts to gain a better appreciation and understanding of each other's problems and objectives. They recognize that frequently what first appears to be problems or areas of conflict and disagreements are actually the result of misunderstandings which are cleared away upon a complete and frank exchange of viewpoints and ideas. They believe that even though limitations are being placed upon formal collective bargaining negotiations through the extended period of the Agreement, a better atmosphere in which to achieve improved day-by-day relations between the parties, which they both desire, can be created through meetings of the kind described below.
- 4.02** Once each quarter, a meeting may be held during the term of this Agreement of the committee formed as a 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 the Agreement. It is understood that such meetings shall not be for the purpose of handling grievances or conducting continuing collective bargaining negotiations, or for any purpose which in any way will modify, add to, or detract from the provisions of the Agreement. In agreeing to such meetings, the parties are providing concrete evidence of their sincere desire to encourage friendly, cooperative relationships between their respective representatives at all levels and with and between all employees covered by this Agreement and to find ways to overcome difficulties, influences or attitudes which interfere with such relationships.
- 4.03** Wherever in this Agreement reference is made to matters to be referred to a committee for recommendations, this committee will take such matters into its consideration.

- 4.04** Safety. This committee shall also be the means of handling problems when they arise concerning the safety of working conditions. Each of the parties recognize the importance of protecting the health, life and limb of employees, and the City will make every effort to improve conditions to promote health and safety among the City employees.
- 4.05** The committee or any employee may call to the attention of his/her supervisor the fact that certain equipment may be dangerous to use, and the supervisor shall have effective authority to remedy the situation by withdrawal of the equipment from use or arranging for its immediate repair. If the supervisor determines not to take the necessary steps to remedy the situation, he must notify the employee or committee of his decision within twelve (12) hours after the matter is brought to his attention, and the employee or committee may take the matter immediately to the Chief for his immediate investigation and determination. Any employee making a charge with respect to the safety of equipment shall have been expected to appropriately advise his supervisor of deficiency of the machine which caused it to be unsafe.
- 4.06** The committee shall be composed of two (2) members designated by the Union and two (2) members designated by the City. All recommendations with respect to safety shall be adopted by a majority of the committee. If the committee is unable to reach a majority decision on any questions of safety, the question shall be referred to the person or persons selected by a majority of the committee to decide the issue.
- 4.07** Minutes shall be kept of all meetings and shall be distributed to the City and the Union to the end that both the City and the employees will have an understanding of the deliberations of the committee.

ARTICLE 5

GRIEVANCE AND APPEALS PROCEDURE

- 5.01** A grievance is defined as a complaint by an employee or group of employees concerning the interpretation or application of the provisions of this Agreement or of rules or regulations governing personnel practices or conditions. Individual employees or groups of employees shall have the right to present grievances in person or through a formal representative. At any step in this procedure an employee may request that a formal representative be present.

Notwithstanding any other provision of this Article, any individual employee or group of employees shall have the right at any time to present grievances to the City and to have grievances adjusted without the intervention of a formal representative as long as the adjustment is not inconsistent with any terms of any settlement with the formal representative then in effect or with this Agreement; and provided that a formal representative has been given an opportunity to be present at such adjustment.

- 5.02** Any grievance filed under this Article shall be in writing, contain the alleged violation, specify the remedy requested, and be signed by the employee or a formal representative. Failure by an employee to comply with any time limitations 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. All references to days in this Article shall be construed as calendar days.
- 5.03** Both parties agree to encourage an employee to discuss his complaint within his chain-of-command. With fourteen (14) days after the event giving rise to the grievance, or fourteen (14) days after the employee should reasonably have learned of the event giving rise to the grievance, or fourteen (14) days from the last reoccurrence of the event if the event is a reoccurring event, the employee and/or his representative shall submit to the Chief or his designee a written grievance, which shall be known as Step I. The Chief or his designee shall meet with the employee and/or his representative, and within fourteen (14) days of the receipt of the notice submit an answer in writing.
- 5.04** If the employee disagrees with the decision of the Chief, he shall file within seven (7) days of the receipt of the notice from the Chief, or his designee, a written grievance with the City Commissioners, which shall be known as Step II. The Commissioners or their designee will meet with the employee, who may be accompanied by his representative, to discuss the grievance. Within fourteen (14) days of this meeting, the written decision will be submitted to the employee by the Commissioners.
- 5.05** If the employee disagrees with this decision, the employee and/or his representative may, within fourteen (14) days after receipt of the decision, initiate an appeal to the South Dakota Department of Labor, who shall conduct an investigation and hearing and shall issue an order covering the points listed, and shall order it be binding on the employee and the City in accordance with the provisions of Section 3-18-15.2, SDCL 1967, subject to either parties' right of appeal pursuant to SDCL 1-26.
- 5.06** A copy of all grievance settlements by the Chief or the Commissioner Chairman shall be furnished to the Business Representative.

Copies of all counseling memos shall be removed from an employee's personnel file after a period of less than one (1) year. Copies of any reprimand shall be removed from an employee's personnel file after a period of less than two (2) years.

ARTICLE 6

NO STRIKE OR LOCKOUT

- 6.01** The Union, on behalf of its membership, and the City agree that the protection of the public health, safety and welfare are of paramount importance for all parties. Therefore, during the life of this Agreement the Union will not condone, nor encourage, nor instigate any

work slowdowns, stoppages or strikes, which actions would be detrimental to the operations of the Police Department. The City agrees that it shall take no actions that could be defined as a lockout nor shall it discriminate against any employee for his actions as a member of the bargaining unit, provided such actions are not a violation of the law.

ARTICLE 7

SENIORITY

- 7.01** Both parties are in accord that, along with other considerations, seniority should be a factor in filling 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. If seniority is bypassed, the employee shall, upon request, be furnished with written reasons therefore, and such affected employee may process his complaint through the grievance procedures under this Agreement.
- 7.02** 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.
- 7.03** Probationary Employees. Any new personnel shall be considered probationary employees for the period of one (1) year.

The City, consistent with the needs of the Department, and if required by law, will as soon as possible after employment and without the loss of pay, send the employee to the First Law Enforcement Officers Standards Commission School to which he may be admitted. The City will pay all travel and subsistence in accordance with existing travel regulations.

During such probation period, employees shall have no seniority status and may be laid off or terminated in the sole discretion of the City without regard to their relative length of service. When an employee completes his probationary period as above defined, his seniority shall date back to his date of hire.

If a probationary officer is assigned to a regular officer and the latter, for valid reasons, requests the Chief (through the chain of command) that the probationary employee be terminated or transferred to another officer, such request will be given due consideration. In like manner, due consideration will be given to any request by a probationary employee to be transferred to a different trainer. In either instance, the Chief shall give a written reason to the respective officers as to why he denied the request.

- 7.04** The City will furnish the Union a list of the employees within the bargaining unit, showing the names of all employees in the order of their seniority ranking, within thirty (30) days after the effective date of this Agreement and a revised listing each twelve (12) months thereafter. Protests of errors in or omissions from seniority rosters must be made 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.

7.05 Seniority will be classified as follows:

A. All sworn personnel.

7.06 Termination of Seniority. Seniority and the employment relationship shall terminate when an employee:

- A. Resigns
- B. Is discharged for just cause
- C. Is retired
- D. Is absent for three (3) successive working days without notifying the City, unless he presents evidence to the satisfaction of the City that extenuating circumstances existed, and the City shall determine that a lesser discipline is appropriate. The Union shall be notified prior to the City invoking a lesser discipline and permitted an opportunity to present its position.
- E. Fails to report at the end of a leave of absence including Union service or military service.
- F. Fails to report for work after a layoff after being notified to return, unless such time is extended in writing by the City. The City shall notify in writing those employees who are to return to work after a layoff by mailing such notice by 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 he intends 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 the City advised of his correct address.
- 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 beyond any paid leave for six (6) months because of a non-occupational illness or injury, unless such time is extended in writing by the City and requested by the employee, or unless the member is granted a personal leave under Article 22.
- I. Is absent beyond any paid leave for twelve (12) months because of an occupational illness or injury, unless such time is extended in writing by the City and requested by the employee.

7.07 Layoff. A layoff is the separation of any employee from the Department for lack of work, for lack of funds, or for reasons other than the acts or delinquencies of the employee. Probationary employees shall be laid off first, and then the criteria set forth in Section 7.01 shall be used for any additional layoffs.

Employees being laid off shall be given written notice, when circumstances permit, fourteen (14) calendar days in advance of such layoffs. The Business Agent shall also be

given written notice, when circumstances permit, of all layoffs in the bargaining unit fourteen (14) calendar days in advance of such layoffs.

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

The City will provide an additional severance pay benefit, that in the event there are layoffs, employees affected shall receive one (1) week of pay for every continuous year of service up to a maximum of twelve (12) weeks of pay.

7.08 When employees who, on account of their health or physical handicap, or who are partly incapacitated as a result of their employment with the City, are not able to continue to satisfactorily perform the work in the classification in which they were employed, such employees may on a temporary basis be transferred without posting, and within the City, where there is work available that they can perform at the pay rate of their job classification prior to the injury or disability.

7.09 The provisions of this Article are subject to the provisions of SDCL Chapter 3-3 relating to veterans' preference in employment.

7.10 Notice of Positions or Assignments. Except in cases of special investigative assignments, all new positions, temporary assignments exceeding three calendar months, and permanent positions within the sworn personnel classifications shall be offered to the employees in the sworn personnel classifications by posting notice for a minimum of five (5) consecutive days. Employees who desire the position shall sign the notice. Awarding of the position or assignment shall be consistent with Section 7.01.

Employees on paid leaves of absence shall be considered in awarding the assignment, and available employees on authorized unpaid leave shall be considered if they so notify the Chief.

7.11 Notice of Vacancies and Positions. The City shall post on department bulletin boards all vacancies and new positions with the City.

Vacancies or new positions that occur within the Police Department, other than probationary patrolman, shall be posted, and any eligible patrolman applying for said vacancy or opening should be given consideration for the position. Upon request of the employee, he shall be advised of the reasons why he was not selected for the position.

The position of probationary patrolman shall be posted and open to all applicants on an equal basis.

ARTICLE 8

HOURS OF WORK

8.01 Regular scheduled hours of work for all employees covered by this Agreement shall be forty (40) hours per week, per person, so arranged as to give twenty-four (24) hour service, seven (7) days a week. Work is to be scheduled so as to give eight (8) or ten (10) consecutive hours per day, per person, except for lunch and rest periods as otherwise provided for in this Agreement; and working days shall be five (5) or four (4) (on 10-hour shifts), consecutive days, with two (2) or three (3) (on 10 hours shifts), consecutive days off, unless by mutual agreement with employee involved or normal shift rotation. The day on which the employee's regular shift commences shall be considered the workday. Provided that the employee is ready, willing and able to perform the work to which he is assigned.

8.02 A regular schedule of hours and days of work for all employees shall be established and posted monthly. Schedules shall be made with the intent to provide, as near as possible and practical, equal distribution of days off and rotation of shifts. Any change in a regular schedule is to become effective no earlier than seven (7) days after the posting of such schedule change, except in the case of emergency, or sickness beyond the control of the City.

8.03 Except in cases of illness or other causes satisfactory to the City, (a) no employee should refuse to work his regular days off; (b) no employee shall have the right to leave his duties until he has been relieved or released by his immediate supervisor; (c) no employee should refuse to come to work earlier than his regular starting time. In the event of the above circumstances, (a, b, and c), the employee shall be allowed to work his regular scheduled duty hours, and the excess hours shall be paid at the rate of time and one-half (1-1/2).

Except in emergencies, on prior notice twenty-four (24) hours in advance to his supervisor, and with his consent, employees may occasionally trade time in their work.

8.04 The workweek shall be from 7:00 a.m. Sunday to 6:59 a.m. the following Sunday. These work periods shall be used for computation of pay for all work falling within the workweek.

ARTICLE 9

REST PERIODS, MEAL PERIODS, AND MILEAGE

9.01 All employees shall receive one (1) paid fifteen (15) minute rest period during each one-half (1/2) shift, except those employees in positions which require the uninterrupted presence of any employee, shall receive two (2) such rest periods per complete shift, but only when qualified relief is available and practicable. The City retains the right to schedule employee's rest periods to fulfill the operation needs of the various work units.

Rest periods may not be accumulated: If any employee does not receive a rest period because of operational requirement, such rest period may not be taken during a subsequent work shift.

- 9.02** All employees will be granted a lunch period. Whenever possible, the lunch period will be scheduled at the middle of the shift. Those not required to be at their post of duty shall have not less than thirty (30) minutes nor more than one (1) hour (which will be paid), in accordance with posted schedules. Those required to be at their post of duty by reason of operations will eat lunch as circumstances permit without deduction in pay for the lunch period.
- 9.03** Necessary Travel Expense. All travel and subsistence expense where authorized in-state or out-of-state travel is involved shall be governed by the City travel regulations.
- 9.04** Any upward adjustments of travel allowances in City travel regulations shall apply to the terms of the travel, subsistence, and meal allowance.

ARTICLE 10

UNIFORMS, POLICE EQUIPMENT

- 10.01** The City agrees that if any regular employee is required to wear any kind of uniform as a condition of his/her continued employment, the City shall furnish such uniform free of charge at the standard uniform required by the City. For the purposes of this Article, civilian clothing shall not be considered uniforms. That upon the effective date of this contract the City shall make a good faith attempt to secure a complete set of uniforms for all employees. Upon date of hire the City shall have the employee measured and orders placed for a complete uniform if said sizes are not in stock. The City may choose instead of providing uniforms, to pay each officer \$650.00 per year, providing the dollars are utilized for uniforms and not plain clothes attire.
- 10.02** The City shall reimburse the employee \$275.00 or actual value for glasses (not including contacts) or watches (including bands) broken, damaged, or lost while attempting or securing any arrest or apprehension. The maximum value for watches shall be \$75.00 or actual value, whichever is less. Loss must be reported to the supervisor prior to the termination of the employee's current shift and be included in the arrest or incident report; however, nothing in this Section shall be construed as prohibiting the Chief, in his discretion, from approving a reasonable amount for partial or total replacement of damaged contacts, provided the other requirements of this Section are met.
- 10.03** The Employer shall furnish, at no expense to the employee, police equipment and personal safety equipment, which it requires officers to use in connection with their official duties. Personal safety equipment shall be deemed to include; protective ballistic vests, chemical spray, ammunition, handcuffs, flashlight, portable radio, leather duty belt, leather under belt, belt keepers, duty holster, cuff case, taser and taser holster to be

determined by the City.

- 10.04** All items furnished shall remain the property of the City, shall be used only in connection with duties required by the City, and before replacement of any item, the employee shall return the issued article to the City before a replacement will be made.
- 10.05** The sufficiency of such furnishing by the City shall not be subject to the grievance procedures but shall be the subject of discussions in the Union-Management Committee.
- 10.06** In cases of gross negligence or improper use and care on the part of the employees, employees shall replace lost or damaged items at their own expense.
- 10.07** All issued items shall be returned to the City upon termination of employment prior to settlement of wages or other payments due.
- 10.08** The City shall pay a cell phone allowance of \$35.00 per pay period for each regular police employee. This allowance will be included in regular employee payroll checks and is a taxable allowance. Cell phones are the property of the employee.

ARTICLE 11

WORK RULES

- 11.01** Work Rules. Whenever the City shall adopt work rules governing operations of the various City work operations, they shall be posted on bulletin boards in the various departments and by delivery of a copy to the Union.
- 11.02** 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 work to be performed.
- 11.03** Any dispute over the reasonableness of work rules shall be first submitted to the Committee of Union-Management Relations, and if not there resolved, shall be processed through the grievance procedures.
- 11.04** Liability Insurance. The City will provide, to the extent allowable by statute, and to the extent and amount provided under the City's insurance policies, insurance covering the liability of the City and employees occurring within the scope of any employee's duties.

ARTICLE 12

PHYSICAL EXAMINATIONS

- 12.01** Physical examinations for Sworn Officers. A reputable physician chosen by the employee may examine each employee through the insurance policy in place.

ARTICLE 13

MAINTAINING PROFICIENCY IN FIREARMS

- 13.01** All employees required by the City to use firearms as a part of their necessary duties shall not less than two (2) times a year, and as may be required by the City in addition thereto, be examined by qualified instructors and examiners to certify their continued proficiency. Any employee who fails to qualify at their first regular qualification shall then be rescheduled within fourteen (14) days in an attempt to qualify. If said employee again fails said qualification, that employee's schedule can be changed under the emergency provisions of Section 8.02, provided the City will furnish training and attempt to qualify within a seven (7) day period, the employee is then subject to their suspension under Section 13.02.
- 13.02** The parties recognize that it is necessary that continued good health and ability in the use of firearms is essential and that failure to pass adequate examinations in either field shall be grounds for suspension or termination until appropriate certificates from physicians or firearms examiners are obtained. If any employee is suspended or terminated under this section for failure to qualify with firearms, the City agrees that vacancy created by the suspension or termination shall not be filled for a period of three (3) months, and if the employee re-qualifies, the employee shall be reinstated with full seniority and rights.
- 13.03** In the event of suspension because of Section 13.02, the employee shall be considered under Section 7.09.

ARTICLE 14

VACATIONS

- 14.01** Beginning with the first day of your full-time employment you will begin to accrue vacation time. Annual vacations will be granted according to the following policy.

You will be eligible to use the vacation leave you have accumulated after one (1) year of employment.

14.02 Vacation for full-time employees is calculated in the following manner:

YEARS OF SERVICE	WEEKS OF VACATION
0 to 4	Two (2) weeks
5 to 9	Three (3) weeks
10 to 15	Four (4) weeks
16 and over	Five (5) weeks

14.03 The new rate of accumulation becomes effective during the month following the employee's anniversary date.

14.04 Vacation normally will be granted at the time requested. However, if the nature of the work makes it necessary to limit the number of employees on vacation at any one time, the employee with the greater seniority shall be given choice of vacation. Requests for leaves and requests for extensions of leave will considered on a case-by-case basis. All questions concerning leave should be directed to your supervisor.

14.05 In the event you leave the employ of the City for any reason, you shall receive vacation pay in the amount to which you have become eligible. In the event you were to die before taking accrued vacation, the full vacation pay due will be paid to the individual you have designated to receive any accrued wage due.

A. You may not waive vacation and draw double pay by working the time allowed.

14.06 All full time City of Deadwood employees will receive three (3) personal days per year. These days off shall be taken upon approval of the Department Supervisor with as much notice as possible. Personal days shall not be accrued from year to year.

LEAVE OF ABSENCE

14.07 If it is necessary, for personal reasons or reasons of health, for you to be absent from work for a period greater than three (3) consecutive days, for which sick leave, vacation, holiday or personal leave does not apply, you must apply for a leave of absence. Such a request must be submitted in writing and will then be acted upon by your supervisor. All requests for a medical leave must be accompanied by a medical note from the employee's physician. The City may request additional medical information as it deems necessary including, but not limited to, request for information concerning work restrictions, probable duration of leave and other related information. Your department head will consider any request for leave of absence, not to exceed six (6) months.

14.08 Persons failing to return from a leave of absence on the scheduled date will be considered to have voluntarily terminated.

- 14.09** Leaves of absence are not encouraged and will be considered only in unusual or emergency situations. Leaves of absence are unpaid.
- 14.10** An employee taking an authorized leave of absence may continue to receive credited service with the South Dakota Retirement System during such leave if both the employee and the employer contributions are made to the retirement system. In the event the employee is on authorized leave of absence without pay and wishes to maintain active status, the South Dakota Retirement System should be contacted.
- 14.11** An employee taking an authorized leave of absence with pay will continue to earn sick/vacation/holiday time during that time. If leave is without pay, such benefits do not accrue during the term of the leave.
- 14.12** The City will continue your healthcare coverage during the term of your leave but you will be responsible for the payment of the premiums, with approval from the insurance company. In addition, longevity will not accrue during a leave of absence.

ARTICLE 15

HOLIDAYS

- 15.01** The following holidays will be recognized and observed as holidays:

The City recognizes and observes the following "Observed Holidays:"

New Year's Day

Martin Luther King, Jr. Day

Presidents' Day

Memorial Day

Independence Day

Labor Day

Native American Day

Veterans' Day

Thanksgiving Day

Christmas Day

Any other holiday declared to be so by the Board of City Commissioners.

- 15.02** Whenever any of the foregoing holidays fall on Sunday, the Monday following shall be observed as the holiday, except for sworn personnel of this bargaining unit engaged in continuous operations who shall observe the actual day listed above.
- 15.03** Whenever any of the foregoing holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday except for sworn personnel of this bargaining unit engaged in continuous operation who shall observe the actual day listed above.

- 15.04** An employee (eligible under this Agreement) will receive eight (8) hours, or ten (10) hours for employees on a 4-10 work week, for each holiday recognized by the Agreement on which no work is performed; the pay rate shall be at one and one-half (1-1/2) times the regular rate. If work is performed on such recognized holiday, he shall be paid for all hours worked at two and one-half (2-1/2) times his regular rate of pay. If an employee is required to work more than their scheduled eight hours, or ten hours for employees on a 4-10 work week, then they shall continue to receive the holiday pay of two and one-half (2-1/2) times his regular rate of pay up to eight (8) hours or ten (10) hours. However, the employee may submit to the Chief or his designee a request to receive pay at one and one-half (1-1/2) times his regular pay, and in place of any holiday pay, may receive a day off with pay at a later date.
- 15.05** If a holiday, as herein defined, falls during the period of an employee's vacation or any other approved leave, he shall not be charged vacation time.

ARTICLE 16

SICK LEAVE

- 16.01** Full-time employees are eligible for paid sick leave.
- 16.02** For each day of authorized sick leave you shall be paid an amount equal to what you would have been paid if you had worked your regularly scheduled shift.
- 16.03** You shall be eligible for sick leave pay under the following conditions:
1. You have reported to your department head not later than thirty (30) minutes before your normal starting time, unless the circumstances make reporting impossible, or unless otherwise required. Notice of sick leave, which is foreseeable, must be given as soon as possible in advance.
 2. You have, when required by the department head, furnished a medical certificate or other competent evidence of the illness or accident.
- 16.04** The first of the following month after hire, you shall be credited with ten (10) hours of sick leave for each full month of service. Thereafter, you shall accumulate ten (10) hours of sick leave for each full month of service. An officer may accumulate up to the maximum of twelve hundred (1200) hours of sick leave.
- 16.05** Upon retirement or death, the City of Deadwood will pay twenty-five percent (25%) of the unused sick leave.
- 16.06** An employee may use accrued sick leave in situations of personal illness, pregnancy and related disabilities, exposure to contagious diseases, required eye and dental care, required medical examinations, or in-house counseling or treatment.

16.07 All regular, full-time employees must be employed for one full year before becoming eligible to utilize the sick bank. After completing one full year of service, the employee may contribute twenty (20) hours of sick leave to the bank. After the first year of service, and after the first twenty (20) hours have been contributed to the bank, the employee may contribute ten (10) hours of sick leave to the bank on an annual basis. Once the employee has donated for fifteen (15) years, contributions are no longer requested.

The bank may be used by an employee under the following conditions and only the employee who is ill or injured may use sick leave bank time:

1. All of the employee's earned leaves must be exhausted (sick leave, personal days, vacation time, comp-time, etc.).
2. A physician must certify the nature, extent and approximate duration of the illness or injury.
3. Past usage of sick leave benefits will be reviewed and taken into consideration.
4. An employee for any one occurrence may borrow no more than 240 hours.
5. The employee's Department Head must recommend the use of the sick leave bank to the City Commission.
6. A request for more than 240 hours to be used from the sick leave bank may be granted upon review by the City Commission.

ARTICLE 17

EMERGENCY LEAVE POLICY

17.01 The department head shall have the discretion to grant Personal Emergency Leave up to a maximum of eighty (80) hours per calendar year. All hours taken by you are deducted from your accumulated sick leave hours and can be used in the following manner.

17.02 You are permitted to use personal emergency leave for any of the following: death of a member of the immediate family, illness of a member of the immediate family, volunteer fire or police work, participation as an emergency rescue squad member, military reserve or National Guard member called to state active duty. In the event of active duty for military reserve or National Guard, you may use such leave to make up the difference in pay.

The immediate family is defined as your parent, spouse, spouse's parents, child, grandchild, grandparent, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-child, step-parent or step-grandparent.

ARTICLE 18

TEMPORARY DUTY PLAN

- 18.01** The City of Deadwood and the bargaining unit agreed to the Plan. The parties recognize that there may be unanticipated problems requiring modification of this plan as needed upon mutual agreement. The purposes of this Temporary Duty Plan are to accommodate disabled employees, to encourage and facilitate their return to the normal job, and to minimize usage of sick leave.
- 18.02** For all injuries, illnesses, or disabilities, the affected employee may take leave, either paid or unpaid, as provided for in this Agreement. The employee shall contact the doctor upon such injury, illness or disability and obtain Temporary Duty information and provide job descriptions and analyses using forms developed and as may be modified upon mutual agreement.
- 18.03** When released by the employee's doctor to perform temporary duty as described in 7.09, the City shall offer work in the City, subject to work or a job being available which the employee is qualified to do, at the rate of pay of the employee's normal job classification. The employee shall accept or reject such offer within three (3) days unless additional time is necessary. If accepted, all paid leaves shall continue to accrue.
- 18.04** The duration of work performed under the conditions of this Plan shall be medically authorized and agreed to by the City in thirty (30) day increments for a period up to six (6) months. Time in excess of six (6) months may be medically authorized and agreed to by the City.
- 18.05** Should more than one employee be off due to such injury, illness or disability, seniority shall prevail in application of the Temporary Duty Plan, subject to the availability of the jobs.

ARTICLE 19

JURY DUTY

- 19.01** Any employee will be paid the difference between what the employee would have earned for each scheduled work day (excluding overtime) he cannot report for work which falls within the term of court for which he is called for jury service, and the remuneration the employee receives from the court for the jury service for the same period, if the latter is

lesser. The employee must furnish the City with a certified statement from the court setting forth the dates of jury service and the remuneration received therefore.

- 19.02** Employees called for jury service are expected to work full time when not actually in court or doing something in connection with such service. It is not intended by this Article that he/she shall receive pay unless he/she is necessarily absent on jury duty.

ARTICLE 20

MILITARY SERVICE

- 20.01** Subject to and consistent with SDCL 3-6-19, 1967, and the Veteran's Re-Employment Rights Act, any member of the bargaining unit who has served his probationary period and reports or performs duty in any branch of the Armed Forces of the United States, shall be entitled to reinstatement with the City, provided:

- A. He/she makes written application for reinstatement to the position held prior to or within ninety (90) days of his release from the service, or within ninety (90) days after a hospitalization.
- B. The position with the City still exists.
- C. The employee is capable of discharging the duties of the position.
- D. Separation from the Armed Forces was other than dishonorable.
- E. The employee shall not be entitled to pay during such leave.

- 20.02** Military Leave for Annual Duty. An employee 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 shall be entitled to a leave of absence and shall be returned to service, provided he/she is still able to perform the duties of his/her position, without loss of status, pay and seniority, provided that:

- A. He/she has requested a leave of absence for training duty.
- B. He/she has satisfactorily performed the requirements of the training prescribed.
- C. The employee must return to this City position immediately on being relieved from such military service and not later than the expiration of the time herein limited for such leave, unless he/she is prevented from so returning by physical or mental disability or other cause not due to his own fault, or is required by proper authority to continue in such military service beyond the time herein limited for such military leave.

- D. In case the military pay allowance is less than his/her normal wages; he/she shall be paid the difference by the City for each of the first fifteen (15) days in the calendar year lost because of such duty. Employees are encouraged to provide at least ten (10) days' notice prior to the time of departure for training duty.

ARTICLE 21

ON AND OFF DUTY COURT APPEARANCE LEAVE

- 21.01** If as a direct result of his/her employment by the City, an employee is required to report to a court hearing, inquest or other legal proceeding, the City will release him/her from work, if necessary, for such appearance. Pay for such appearance shall be according to the following:
- A. If time is lost from the employee's regular work assignment; the employee shall be paid for all time lost at his regular rate of pay.
 - B. The payments provided for in this Section shall be reduced by the amount of witness fees received, if any.
 - C. The payment shall be made only if the employee presents the verification of the time spent in such attendance and the amount of the witness fees received, if any; and further only if he/she notifies the immediate supervisor upon release.
 - D. If the appearance is required because the employee exceeded the scope of duties or performed unauthorized or illegal acts; no payment will be made.
- 21.02** In the event that an employee shall be under subpoena, required to appear on off-duty time and give testimony, either in court, by deposition, or other legal proceeding, all in relation to such matters directly relating to an employee's job, such employee shall be entitled to receive the rate of time and one-half (1-1/2) for all hours worked with a minimum of two (2) hours. When such court appearance occurs within two (2) hours of the beginning or end of an employee's regular shift, the two (2) hour minimum will not apply, and the employee will be paid time and one-half (1-1/2) for only those hours worked outside the regular shift.

ARTICLE 22

FAMILY MEDICAL LEAVE ACT

The City complies with the Family Medical Leave Act ("FMLA"), which is unpaid leave. Any FMLA leave shall, however, run concurrent with any paid or other unpaid leave time, meaning

you must use any available paid leave for any FMLA leave. The City applies the following 12-month leave cycle: Eligible employees are entitled to a total of 12 weeks during a rolling 12-month period. This period is measured backwards from the date of hire. The city applies the following leave cycle: January 1-December 31. A week is defined as average number of hours worked in the employee's typical workweek. FMLA leave forms are available from the Finance Office and FMLA must be authorized by the Finance Office. If you are requesting leave for a serious health condition, whenever possible the medical certification from your healthcare provider should be supplied before leave begins.

Further, the City, at no expense to you, may require an examination by a second health care provider designated by the City except in the case of military leave. If the second health care provider's opinion conflicts with the original medical certification, the City, at no expense to you, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The City may require a subsequent medical recertification. Failure to provide requested certification within 15 days, if such is practicable, may result in delay of further leave until it is provided, and/or may subject you to discipline up to and including termination for taking unauthorized leave or excessive absenteeism. We can also contact this health care provider to clarify information on the medical certification, but you must sign the appropriate authorization form for such contact.

While on Leave

If you take leave because of your own serious health condition or to care for a covered relation, you should contact the finance officer on the "first and third Tuesday" of each month regarding the status of the condition and your intention to return to work to see how you are progressing and so that we are up-to-date on any new developments. In addition, you must give notice to the finance officer as soon as practicable (within three (3) business days, if feasible) if the dates of leave change, are extended or initially were unknown.

Intermittent and Reduced Scheduled Leave

Leave because of a serious health condition or military leave may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours you work each workday) if medically necessary. You will receive your current rate of pay for hours worked and time spent working will not count against your available FMLA leave. In addition, while you are on an intermittent or reduced schedule leave, the City may temporarily transfer you to an available alternative position which better accommodates your recurring leave and which has equivalent pay and benefits.

Medical and Other Benefits

During an approved FMLA leave, the City will maintain your health and other benefits as if you continued to be actively employed. However, you must continue to pay your portion, if any, of the group health plan premiums or your benefits may be cancelled. In order to accrue benefits such as Paid Time Off (PTO)/Vacation or Sick Bank, an employee must be working, using PTO/Vacation, Sick Bank, or holiday hours to equal at least fifty percent (50%) of their regularly scheduled time for the pay period. If you return

to work owing any employer-made contributions to your insurance premiums to maintain coverage during your leave, you will be required to reimburse the City through payroll deduction immediately upon return. If you elect not to return to work at the end of the leave period, you will be required to reimburse the City for contributions to the health insurance premiums made to maintain coverage during your leave, unless you cannot return to work because of a serious health condition or because of other circumstances beyond your control.

Returning from Leave

When you are able to return to work following a leave because of your own serious health condition, you should attempt to give the City at least one week's notice by mailing or faxing to the finance officer a medical certification stating that you are able to resume work. However, you should make sure that the City receives this notice no later than two business days before your return to work at the conclusion of your leave. If your FMLA leave resulted from a workers' compensation injury, your health care provider may send an updated medical work status form to the finance officer as soon as your return to work date is known, even if less than two business days before your return to work.

ARTICLE 23

GROUP INSURANCE AND RETIREMENT PLAN

- 23.01** The City agrees to pay **the total single rate for all employees including the August 1, 2021 premium increases. The employees on the family, spouse and children plans will cost-share at the same amount they paid in 2020 and 2021 as listed below, and 50% of the Group Dental Insurance Plan** for each participating employee and eligible dependents (spouse and children only).

Family - \$560.28 annually
Employee/Spouse - \$283.80 annually
Employee/Children - \$241.92 annually

- 23.02** The insurance coverage shall be maintained at not less than those in effect from **August 1, 2021 through July 31, 2022** unless mutually agreed to in writing between the parties.
- 23.03** After consulting the Union, the City may make reasonable adjustments to the health insurance plan in order to manage the policy and control premium increases.
- 23.04** Employees who duly qualify for the retirement plan which is known as the South Dakota Retirement System shall be entitled to participate in said plan in accordance with the terms, conditions and limitations of said plan.
- 23.05** If the employee is absent from work because of illness or injury related to employment, the Employer shall continue to pay for the insurance benefits for as long as the employee has paid leave. If the employee is absent because of illness or injury related to

employment, the Employer shall continue to pay for the insurance benefits for as long as the employee is off work and still employed by the City or until their leave is exhausted.

ARTICLE 24

WAGES AND RATES OF PAY

- 24.01** Pay rates for the term of this contract shall be as expressed. **The City will increase wages for the police unit by 3% effective with pay periods from January 1, 2022 through December 31, 2022**, in all covered classifications. Effective January 1, 2022, the starting wage for certified patrol officers is \$25.79 per hour and the starting wage for non-certified officers is \$23.22 per hour.
- 24.02** Whenever the City shall combine job classifications, change job classifications, or establish new job classifications, it shall put such changes into effect, and in the event the Union disagrees with the rate or rates so established, such matter relating thereto may be submitted to the Union-Management Committee after the rates have been in effect for thirty (30) working days. If a resolution is not made in such Committee, a grievance may be filed and must be filed within ten (10) calendar days after the determination of the Committee.
- 24.03** If an employee's job is operating, he will normally work on such job, provided that even though his job is operating or he is assigned primarily to a specific job, he may be required to perform any other job from time to time as directed by a shift supervisor.
- 24.04** An employee may be temporarily assigned to work in a lower paid classification, but without reduction in pay.
- 24.05** Employees shall be paid bi-weekly. The employee shall be furnished with a statement showing the hours worked in the pay period and all deductions from gross pay.
- 24.06** The City will post all available schools and training sessions. Any employee desiring to attend must request it in writing within the time period specified. In the event the employee requests training or to attend school, and his or her request is granted, and the employee at the time of the request for training did request a change in work schedule, the employee's schedule shall be changed to comply with the amount of time needed to attend the training school. The employee shall be paid forty (40) hours of pay for each week while attending the training school. In the event the training or school is less than five (5) days, the employee shall be paid eight (8) or ten (10) hours as the case may be, for each day. Upon returning he shall complete a normally scheduled workweek. Time spent traveling to and from such training or school shall be paid.

ARTICLE 25

OVERTIME AND PREMIUM PAY

25.01 One and one-half (1-1/2) times the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

- A. All work performed in excess of forty (40) hours in any one week except:
 - 1. Where time is lost during the workweek by reason of an unexcused absence.
 - 2. Where the excess hours result from employees trading shifts or hours.
- B. All work performed in excess of forty (40) hours in any workweek. Holidays not worked shall count toward computation of overtime unless falling on a regularly scheduled day off.
- C. Notwithstanding the above, employees shall have the option of taking the time off. In lieu of, receiving pay for said hours, provided that the hours are taken off within those employee's work cycle.

25.02 Overtime shall not be paid twice for the same hours, nor shall there be duplication or pyramiding premium pay. There shall be no payments of overtime for hours not worked.

25.03 Overtime will not be allowed without the approval of the department head or his designated representative, and where overtime is allowed, it shall be distributed as equitable as practical among employees in the same job classification within a specific work unit.

25.04 The policy of the City with respect to the distribution of overtime is:

- A. City Responsibility. It shall be the responsibility of the City to determine in each instance if overtime work is required and, if so, how many employees will be required to perform the work.
- B. Division of Overtime Work. Overtime work will be distributed as equitable as is reasonably practical among employees normally engaged in the classification involved. It is understood that this section does not assume that each employee sharing overtime with a particular classification will at any given time have received the same number of overtime hours, but merely expressed the fundamental policy of the City to keep such overtime as nearly in balance from time to time as practical under the circumstances.

ARTICLE 26

CALL BACK, REPORTING AND STANDBY PAY

- 26.01** In the event that an employee reports for work on his regular shift without previously having been notified not to report, he shall be given four (4) hours pay at his regular straight time hourly rate; except that if work is unavailable as the result of causes beyond the control of the City, the City shall not be so obligated. It is understood that if the City cannot use an employee in his regular capacity, it may avail itself of his services for the period above mentioned in any capacity. Employees shall keep the City advised at all times of their addresses and telephone numbers where they may be notified.
- 26.02** Any employee who is called in to work outside of his regular shift or schedule shall receive overtime for all such hours and be guaranteed at least two (2) hours work or two (2) hours pay at the rate of time and one-half (1-1/2) his regular rate of pay.

ARTICLE 27

DISCHARGE

- 27.01** All employees shall be afforded a reasonable opportunity to have a Union representative present at all inter-departmental interviews of a non-criminal matter or 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 or his designee from relieving any employee from duty; provided, however, that in the event it shall later be determined under this Agreement that such a suspension or discharge was without just cause, such employee will be paid his regular pay.
- 27.02** In all cases of discharge or disciplinary suspension, an informal timely hearing shall be held, during which an employee or his representative may offer evidence and arguments on his behalf. The results of the hearing will be reduced to writing and furnished to the employee and his or her representative.
- 27.03** If the employee desires further proceedings, the decision may be appealed in accordance with the regular grievance procedure, but all times specified therein shall be reduced one-half (1/2) the number of days.

- 27.04** If it is decided under the grievance procedure that the employee was discharged or disciplined without just cause, he shall be reinstated to his former position without loss of seniority and pay, less any unemployment compensation payments received.
- 27.05** Any employee covered by this Agreement may, in the presence of his supervisor, review his personnel files for the purpose of reviewing all information therein contained. In the event that any employee shall be dissatisfied or aggrieved by any information therein contained, he shall submit a written request to the Chief for a joint conference with the Chief and the supervisor, which shall take place within ten (10) days, all for the purpose of modifying or correcting any information which is in the file.
- 27.06** The employee may contest the facts of such information through Article 5.
- 27.07** In all cases of written disciplinary action, the employee and the Union shall be advised in writing of the action without undue delay.

ARTICLE 28

SAVINGS CLAUSE

- 28.01** 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 superseded by the appropriate provisions of such law or regulation, so long as the same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect. If the parties are unable to agree as to whether or not any provision hereof is in contravention of any such laws regulations, the provisions hereof involved shall remain in effect until the dispute is settled by the court or other authority having jurisdiction in the matter. The terms and conditions of this Agreement shall supersede City ordinances, resolutions, policies and procedures, wherein there is a conflict with the terms of this Agreement.

ARTICLE 29

POLICE RESERVE PROGRAM

- 29.01** The parties recognize that it is desirable to encourage the development of a police reserve force, both as source of future employees and as a reserve in case of emergency.
- 29.02** Each of the parties recognizes that service in the reserve is voluntary as to time of service and as to compensation. The reserve force may be used as a supplement to, not a replacement of, full time employees. They also agree that no reserve employee shall carry guns in the course of his voluntary appearances, unless the department head has approved the gun and the reserve has been trained in accordance with the Department regulations for all employees.

- 29.03** The Department will post and maintain a current list of the reserve force.
- 29.04** Whenever a member of the reserve force is allowed to work any assignment with the police department, the work will be performed under the direction of a fulltime employee, except in an emergency. In events where traffic or crowd control is needed, such as parades or dignitary protection, several reserve employees may be under the direction of one or more full time employees of the police department.
- 29.05** Even though a member of the reserve force may arrive at a level of ability after training and experience where he might function without the direction of a full time employee, at no time shall a reserve officer be used to replace a full time officer on shift or on special assignments.

ARTICLE 30

MISCELLANEOUS PROVISIONS

- 30.01** OFF-DUTY RIGHTS AND RESPONSIBILITY: Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, any action taken by a member of the force on his time off, which action would have been taken by an officer on active duty if present or available, provided an emergency exists which would constitute a felony violation or potential felony violation or incident which could involve bodily injury, shall be considered police action, and the employee shall have all of the rights and benefits concerning such action as if he were then on active duty.
- 30.02** The City currently has coverage with the South Dakota Public Assurance Alliance, which provides coverage for police officers while acting on behalf of the City of Deadwood within the scope of their employment, which coverage provides legal counsel and defense for the employees and payment of claims and/or judgments against the City or the employee.

The City will provide the bargaining unit with a copy of the current Legal Defense and Claims Payment Agreement applying to law enforcement liability. The City agrees to keep such coverage in effect for the remaining policy term. City further agrees, to the extent that such coverage is available, not to delete any coverage in the current agreement. City further agrees to give the bargaining unit notice at least 30 days in advance if the City elects to provide insurance other than through the South Dakota Public Assurance Alliance.

ARTICLE 31

DURATION OF AGREEMENT

- 31.01** Except as specifically provided otherwise, the provisions of this agreement shall be in full force and effect from **January 1, 2022, through and including, December 31, 2024,** and shall continue from year to year until and unless a successor agreement is entered into by the parties. Negotiations for a successor agreement shall occur if either party gives written notice of a desire to enter into negotiations.

The parties agree to reopen negotiations for salary, insurance and one other item in each the second and third years of this agreement. The parties will endeavor to commence and conclude such limited negotiations in sufficient time for the City to consider amendments to this agreement in advance of adoption of its budgets for the **2023 and 2024** calendar years.

- 31.02** Notification of intent to negotiate this Agreement shall be as follows:

STEP 1: On or before July 1st – written notice to other party of intent to negotiate.

STEP 2: Negotiations commence thereafter on mutually agreed dates

IN WITNESS WHEREOF, the parties hereto set their hands and seals by their respective officers duly authorized to do so this _____ day of _____, 2021.

EMPLOYER:

City of Deadwood

UNION:

Teamsters Local Union NO. 120

Signature **Date**

Print Title

Signature **Date**

Print Title

President **Date**

Business Agent **Date**