AGREEMENT BY AND BETWEEN

THE FRATERNAL ORDER OF POLICE

SOUTH DAKOTA LODGE, #2A

AND

THE CITY OF RAPID CITY

FOR THE PERIOD OF JANUARY 1, 2014 TO DECEMBER 31, 2016

(POLICE DEPARTMENT BARGAINING UNIT)

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AGREEMENT

THIS AGREEMENT, made and entered into as of the first day of January, 2014 by and between the City of Rapid City, a municipal corporation of the State of South Dakota, herein after referred to as the "City" or as "Management"and the Fraternal Order of Police, South Dakota Lodge #2A, hereinafter referred to as the "Bargaining Unit."

ARTICLE 1
RECOGNITION

1.01 Pursuant to SDCL Chapter 3-18, the City hereby recognizes the Bargaining Unit as the sole collective bargaining representative, for all Police Department employees, excluding the Chief of Police, Assistant Chief, Administrative Assistants, Captains, Lieutenants, non-sworn part-time employees, temporary employees and all salaried non-sworn positions.

1.02 Part-time sworn employees are employees of the Police Department who customarily work less than 40 hours per week. Part-time sworn employees shall be entitled to use the grievance process contained in Article 5 of this Agreement and to receive pro-rated benefits.

1.03 The term "temporary employee" shall mean any individual or individuals whose employment with the Police Department is fixed at the time of employment. The fixed term of employment is not to exceed six (6) consecutive months without the Bargaining Unit's consent. Temporary employees may be hired by the City to meet staffing shortages, for staffing short term projects, or to fill in for employee absences.

ARTICLE 2
MANAGEMENT RIGHTS

2.01 Except to the extent expressly modified by a specific provision of this Agreement, the City of Rapid 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 Rapid City, South Dakota, as such rights existed prior to the execution of this Agreement with the Union.

2.02 Such rights shall include, but are not limited to the following:

A. To develop, alter, or abolish policies, practices, procedures, and reasonable rules to govern the operation of the Police Department and impose discipline on employees in accordance with this Agreement;

B. To determine work assignments and establish, alter, or eliminate work schedules, locations, or functions in accordance with municipal or departmental needs.

To contract or subcontract any or all of the functions of the Police Department. The City may only exercise this right after providing the Bargaining Unit with written notice of its intent to do so at least sixty (60) days prior to entering into any such contract, or sub-contract. The purpose of the advanced written notice is to provide the representatives of the Bargaining Unit reasonable time to negotiate with the City concerning alternatives by which contracting or subcontracting of police services could be avoided. In emergency and/or temporary situations, the City is not required to give the Bargaining Unit notice of its intent to subcontract as long as no existing jobs are affected. The City agrees to enter into negotiations regarding the contracting or subcontracting of police services in good faith, but is not required to agree to proposals or alternatives offered by the Bargaining Unit;

C. To transfer, promote, or demote employees, or to lay off, terminate, or otherwise relieve officers and/or other covered employees from duty for just cause;

D. To recruit, select, and determine the number and types of employees required;

E. To establish basic and in-service training programs and requirements for upgrading of officers and employees;

F. To take such measures as the City may determine to be necessary for the orderly and efficient operation of the City's Police Department.

2.03 To the extent that the above rights are specifically limited by the provisions of this Agreement, alleged violations are subject to the grievance procedures.

2.04 Non-discrimination. There shall be no discrimination against employees or applicants for employment or advancement on account of age, race, creed, color, national origin, sex, disabilities, or any political or union affiliation. Wherever in this contract the terms "he", "him" or "his" is used, it shall be deemed to be equal to "she", "her" or "hers".

ARTICLE 3
BARGAINING UNIT STATUS AND RIGHTS

3.01 Right of Organization: Eligible employees shall have the right to join and participate in the Bargaining Unit of the Fraternal Order of Police, South Dakota Lodge #2A.

3.02 Right of Representation: Eligible employees shall have the right to be represented by the Bargaining Unit in order to negotiate collectively with the City in the determination of their conditions of employment and in the administration of the grievance process mandated in this Agreement.

3.03 Dues Deduction: The City agrees to deduct monthly dues from the wages of employees in the Bargaining Unit who voluntarily provide the City with a written authorization and pay such dues to the Bargaining Unit. Such authorization shall be irrevocable for the term of this contract, or for one year from its approval, whichever is less, and shall automatically renew for successive yearly, or applicable contract periods, thereafter, whichever is less, 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.

3.04 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 effective.

3.05 Such authorization for dues deductions shall be made from the first 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.

3.06 No dues shall be deducted until the next pay period in the following situations:

A. if such pay period is the first pay period of a new employee;

B. If the employee has not signed an authorization form eight (8) days prior to the end of such pay period.

Deductions shall be limited to the amount of the current monthly Bargaining Unit dues and shall not include dues for prior months or any portion thereof.

3.07 Should the Bargaining Unit increase the monthly dues, the authorization provided for in Section 3.03 may be revoked by an employee serving written notice to the City and the Bargaining Unit within thirty (30) days after the increase becomes effective.

3.08 The City shall remit payment for actual deductions made. If for any reason the City fails to make a deduction for an employee, upon being provided written notification of the error the City shall 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.

3.09 Bargaining Unit Business: The City agrees that the President, Vice-President, Secretary and Treasurer of the Bargaining Unit may conduct authorized Bargaining Unit business during regular working hours as necessary. When practical, the employee shall provide the Chief, or their designee, 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, or their designee, may deny the employee's request to conduct union business during working hours.

3.10 Stewards. The City recognizes the right of the Bargaining Unit to designate stewards from the City's seniority list. The authority of stewards so designated by the Bargaining Unit shall be limited to, and shall not exceed, the following duties and activities:

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.

3.11 Upon request to their supervisor a steward shall be permitted reasonable time to investigate, present and process grievances during working hours without loss of time or pay.

3.12 Business Agents. Authorized agents of the Bargaining Unit, after having notified the Chief of Police, shall have reasonable access to the City's establishment and be permitted to visit and converse with employees of the Bargaining Unit 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.

3.13 Bulletin Boards, Inter-office Mail, and E-mail.

A. The Bargaining Unit shall have the use of designated bulletin boards for the purpose of posting of notices of legitimate Bargaining Unit activities. All notices so posted shall contain a letterhead which clearly indicates that the notice relates to activities of the Bargaining Unit and shall be dated and signed by an officer of the Bargaining Unit and submitted to the office of the Chief of Police upon its posting. It shall be the

responsibility of the Bargaining Unit to remove notices which are outdated or unauthorized.

B. The Bargaining Unit shall have reasonable use of the existing inter-office mail service for transmittal of communications for the official business of the Bargaining Unit to its members. The use of said system shall be limited to communications within the public safety building and to outlying offices of the Police Department. The correspondence shall contain the same letterhead and signature and submittal required in the preceding subsection.

C. The Bargaining Unit shall have reasonable use of the City's e-mail system for transmittal of communications for the official business of the Bargaining Unit to its members. The use of said system shall be limited to communications within the public safety building and to outlying offices of the Police Department and comply with the City's current policy on e-mail. Copies of all e-mail communications shall be forwarded to the Chief of Police.

ARTICLE 4
COMMITTEE FOR LABOR-MANAGEMENT COOPERATION

4.01 The parties recognize that during the period in which this Agreement is in effect, problems with administration of this Agreement may arise which are not currently anticipated by the parties. The parties also recognize that if both the City and the Bargaining Unit strive to gain a better appreciation and understanding of each others' problems and objectives more constructive and productive relationships are likely to be created. The parties recognize that often what frequently first appears to be problem or area of conflict are actually the result of misunderstandings, which are cleared away upon a complete and frank exchange of viewpoints and ideas. The parties believe that even though limitations are being placed upon formal collective bargaining

negotiations through the extended period of this Agreement, a better atmosphere in which to achieve improved day-by-day relations between the parties, which they both desire, can be created through meetings of the kind described below.

4.02 In order to facilitate the type of communication desired by the parties, a Committee for Labor Management Cooperation is established. This committee will consist of the Chief of Police and the Assistant Chief, or their designees and the President and Vice-President of the Bargaining Unit, or their designees. This committee will meet as needed, and meetings of the committee may be called by either party at a time and place mutually agreed upon by the parties. It is understood that such meetings will be held for the purpose of appraising the other party of, and discussing problems, if any, which may arise concerning the administration, interpretation or application of this 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. In agreeing to such meetings, the parties are providing concrete evidence of their sincere desire to encourage friendly, cooperative relationships between Management and the employees covered by this Agreement in order to find ways to overcome difficulties, influences or attitudes which interfere with such relationships.

4.03 Safety. The Labor Management Committee may call a meeting with the Chief of Police for any safety issues that have not otherwise been addressed through the chain of command. If the Union is not satisfied with the results of this meeting then the Committee may present the issue to the City's Risk Manager.

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 the rules or regulations governing the

conditions of employment of the Bargaining Units members. Individual employees or groups of employees shall have the right to present grievances in person or through a formal representative of the Bargaining Unit. At any step in this procedure an employee may request that a formal representative of the Bargaining Unit be present and represent their interests.

Notwithstanding any other provision of this Article, any individual, or employee, or groups of employees shall have the right at any time to present grievances to the City and to have grievances adjusted without the intervention of the formal representative as long as the adjustment is not inconsistent with the terms of any settlement with a formal representative of the Bargaining Unit then in effect, or are inconsistent with this Agreement; and provided that the 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 of this Agreement or the rules and regulations governing the conditions of employment, specify the remedy requested, and be signed by the employee or a formal representative of the Bargaining Unit. If an employee fails to comply with any time limitations or notice requirements after filing a grievance the City shall notify the employee and a formal representative of the Bargaining Unit of the failure to meet the deadline and if such failure to comply with the requirement is not cured by the employee or the Bargaining Unit within forty-eight (48) hours, such failure shall constitute a withdrawal of the grievance. Failure of the City to comply with any time limitation shall enable the grievant(s) to proceed to the next step in the grievance process. It is agreed that all times may be extended by mutual agreement of the parties.

5.03 Both parties agree to encourage an employee to discuss their complaint within their chain of command. Within fourteen (14) calendar days after the event giving rise to the grievance, or fourteen (14) calendar days after the employee should reasonably have learned of the event giving rise to the grievance, or fourteen (14) calendar days from the last reoccurrence of the event if the event is a reoccurring event, the

employee and/or the employee's representative shall submit to the Chief a written grievance, which shall be known as Step I. The Chief shall meet with the employee and/or the employee's representative within fourteen (14) calendar days of the receipt of the notice. The Chief shall submit a written answer to the employee within seven (7) calendar days following the meeting.

5.04 If the employee disagrees with the decision of the Chief, the employee may file within fourteen (14) calendar days of the receipt of the answer from the Chief a written grievance with the Mayor, which shall be known as a Step II grievance. Within 14 calendar days of filing the Step II grievance, the Mayor or his designee will meet with the employee, who may be accompanied by a formal representative of the Bargaining Unit, to discuss the grievance. Within fourteen (14) calendar days of this meeting, the Mayor, or their designee, will submit a written decision to the employee.

5.05 If the employee disagrees with this decision, the employee and/or the formal representative of the Bargaining Unit may, within thirty (30) calendar days after receipt of the decision, initiate an appeal to the South Dakota Department of Labor, whose decision shall be binding on the employee and the City in accordance with the provisions of State law, subject to either party's right of appeal pursuant to SDCL 1-26.

5.06 A copy of all grievance settlements by the Chief, or the Mayor, shall be furnished to the Bargaining Unit President.

5.07 Any employee covered by this Agreement may, in the presence of his supervisor, see his personnel file for the purpose of reviewing all information therein contained. In the event that any employee shall be dissatisfied or aggrieved by any information contained therein, 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) calendar days, for the purpose of modifying or correcting any information which is in the file. The employee may contest the facts of such information through Article 5.

ARTICLE 6
NO STRIKE OR LOCKOUT

6.01 The City and the Union agree that the grievance procedures provided in this Agreement are adequate to provide fair and final determination of all grievances arising under the terms of this contract.

6.02 During the period of this Agreement there shall be no strikes, work stoppages, work slow-downs, picketing, or other activities which interfere with the operations of the City; nor shall members of the Bargaining Unit abstain in whole or in part from the full, faithful and proper performance of their duties through concerted actions with others, all of which are hereinafter referred to as strikes.

6.03 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 in violation of the law or the terms of this Agreement.

6.04 The City may discipline or discharge any employee who engages in the activities identified as a strike in Section 6.02, or otherwise participates in a strike, and such action shall not be subject to grievance upon any ground other than that the employee did not take part in the strike, either by picketing, or failing, without being properly excused from duty, to report to work on his assigned shift or under the call-back provisions of this Agreement.

6.05 For actions that violate the provisions of this Article, the City may, in lieu of termination, impose the following discipline. The City may cause the employee to forfeit all or part of tenure rights (except seniority), ten (10) days of annual leave, and/or fourteen (14) days of sick leave. Further, as a condition of continued employment, said employee may lose all holiday benefits for the remainder of the year.

ARTICLE 7
PROBATION & SENIORITY

7.01 Probation. Any new personnel shall be considered probationary employees for the period of one (1) year. For sworn officers, the probationary period shall end one (1) year from completion of the field-training program, not to exceed a total of eighteen (18) months without further agreement between the employee and the Chief. During such probation period, employees shall be at will and 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.

7.02 Certification. 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 employee to the first South Dakota Law Enforcement Officers Standards Commission school to which he may be admitted. The City will pay all travel and subsistence for the time the employee is attending this school in accordance with the City's existing travel regulations.

7.03 Seniority. Both parties are in accord that, along with other considerations, seniority should be a factor in filling vacancies, in promotions, demotions, layoffs, recalls, and scheduling. 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 the controlling considerations, but shall not act arbitrarily or capriciously in its decision. 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.

7.04 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.

When an employee completes his probationary period as above defined, his seniority shall date back to his date of hire. The seniority of employees hired after January 1, 2006, who have the same date of hire, shall be

established first by prior service with the Rapid City Police Department and then, where applicable, by the individual employee's cumulative scores in the hiring process.

7.05 The City will furnish the Bargaining Unit 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 six (6) months thereafter. Protests of alleged 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.

7.06 Seniority will be classified as follows:

A. All sworn-personnel;

B. All non-sworn personnel.

Seniority earned as a non-sworn employee is applicable to non-sworn positions only. Seniority earned as a sworn employee is applicable to sworn positions only.

7.07 Termination of Seniority. Seniority shall terminate when an employee:

A. Resigns or transfers to another department within the city;

B. Is discharged for just cause;

C. Retires;

D. 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;

E. 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 20 (Short Term Disability Plan).

7.08 If an employee is absent beyond any paid leave for thirty-six (36) months because of an occupational illness or injury, the employee's seniority shall be frozen at the end of the 36th month. Upon returning to work, the employee's seniority shall be resumed.

7.09 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 deficiencies of the employee. Probationary employees shall be laid off first, then the criteria set forth in Section 7.03 shall be used for any additional layoffs.

When circumstances permit, employees being laid off shall be given written notice fourteen (14) calendar days in advance of such layoff. When circumstances permit, the Bargaining Unit President shall also be given written notice 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.

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

7.11 Except in cases of new sworn officer hiring all new positions, temporary assignments initially exceeding three calendar months and vacancies to be filled in regular positions within the department shall be filled only after posting the position for at least five days. The posting period within the Department may coincide with the posting of the position to other City employees and/or to the public. During the posting period, any employee in the Department who meets the minimum qualifications for the position may apply. Selection or assignment shall be consistent with Section 7.03 and any other previously adopted selection processes.

Not less than five days notice of all vacancies shall be provided to each employee via email sent to the employee's work email address. 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.

7.12 Following expiration of the posting period, the City shall review the applications from current employees of the Police Department who meet the minimum qualifications for the position. If the relevant qualifications for the position of two or more employees are deemed equal by the City, the City shall select a full-time benefited employee. If the qualifications for the position of two or more full time benefited employees are deemed equal by the City, the City shall select the employee with the most seniority in the classification (sworn vs. non-sworn).

7.13 If no applicant who is a current employee of the Police Department meets the minimum qualifications for the position, the City may consider and select any other applicant for the position.

7.14 The provisions of sections 7.11, 7.12, and 7.13 shall only apply to Bargaining Unit positions.

ARTICLE 8
PROMOTIONS

8.01 Promotion to Sergeant. On an as needed basis, promotional exams will be given for the position of Sergeant. Any promotion made during the year will come from a list established in accordance with the provisions of this section.

8.02 Promotions. Promotions to positions within the sworn personnel classifications in the bargaining unit shall be filled from lists of employees and personnel obtained through open and competitive examinations. Such examinations shall be on the basis of openings contemplated and shall be conducted, at least once a year, by the City of Rapid City after advertisement of the fact of giving such examination and the terms in respect to grading and other relevant matters. The list shall be maintained until the next examination at which time the list shall be composed of those successful on the new examination.

8.03 Service Requirements. Service requirements for the position of Sergeant require a minimum of four (4) years experience. Experience may have been with any law enforcement agency comparable to the Rapid City Police Department as determined by the City. The experience with other agencies required for

promotion must have been of a similar nature as determined by the City. A person shall not be an eligible candidate for promotion, regardless of prior service, except upon completion of the probationary periods established by this Agreement and the South Dakota State Law Enforcement Standards and Training Commission certification. To be eligible for consideration under any provision of this Section, prior service with another agency must have been completed within twelve (12) months immediately preceding the employee's hire date with the Rapid City Police Department.

8.04 Frequency. A selection procedure will be conducted to establish an eligibility list for Sergeant vacancies on an as needed basis.

In urgent cases, where the eligibility list has been exhausted, a selection procedure will be held, and the eligibility list will be derived from that procedure.

8.05 Life of the Lists. Each eligibility list will be in force for a maximum period of one year.

8.06 Notice. All personnel who are eligible for promotion as set forth under Article 8 of this Agreement will be notified of their eligibility in writing, and the date and time and place of the initial testing.

In the event of a change of date of the testing, the new testing date will be a minimum of seven (7) calendar days after the initial testing date to allow employees an opportunity to arrange their schedule to meet the new date. Notice to eligible personnel for the change will be the same as for the initial notice. A positive effort will be made by the Police Department to notify the employees on authorized leave of the new test date.

8.07 Selection Procedure. The selection procedure will consist of seven (7) of the following categories:

A. Written Examination;

B. In-Basket Exercise;

C. Essay Questions;

D. Performance Evaluations;

E. Education;

F. Seniority and Experience;

G. Oral Interview.

Any of the categories may consist of several parts.

8.08 Candidates achieving the highest cumulative scores in the first six categories will move to the oral interview with a minimum of twice as many candidates as open positions.

8.09 Candidates shall be notified of their standing in each category at the conclusion of all testing.

8.10 Candidates will be eligible to test for promotion if they are eligible for promotion within one (1) year of the testing date.

8.11 All scores of the candidates who complete the seven (7) steps in the selection process shall be tabulated and listed in descending order and presented to the Chief of Police. The selection for promotion shall be made from this list, but not necessarily in order of score.

8.12 Prior to each interview session, the Chief of Police shall appoint an oral interview board consisting of not less than five (5) members.

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

8.14 Challenges to any question asked on the promotion exam for senior patrol or sergeant's exam, shall be referred to the Labor-Management Committee for an advisory opinion.

8.15 Upon promotion to the position of Sergeant, an employee shall be on probation for a period of six (6) months. During the probationary period, the employee will be subject to evaluation and the employee's performance will be scrutinized, periodically evaluated both verbally and in writing. During the probationary period, the City may provide appropriate counseling and performance improvement measures. At any time during the probationary period the City may, in its sole discretion, revoke the promotion and return the

employee to his or her former position and shift. If the former position or shift is unavailable, the employee will be placed in a position with pay and benefits at least equivalent to the employee's pay and benefits prior to promotion. Non-sworn employees who are promoted are not required to serve an additional probationary period.

8.16 Placement on Wage Scale After Promotion. Police Officers promoted to Senior Police Officer will be placed on the wage scale on a step within the appropriate grade that provides the closest to a five percent (5%) increase in pay, but shall not be placed in the new grade at more than two steps below their step in the previous grade.

Senior Police Officers promoted to Sergeant will be placed on the wage scale at a range that provides the closest to a seven and one-half percent (7.5%) increase in pay, but shall not be placed in the new grade at more than one step below their step in the previous grade.

Police Officers promoted to Sergeant will be placed on the wage scale on a step within the appropriate grade that provides the closest to a twelve and one-half percent (12.5%) increase in pay, but shall not be placed in the new grade at more than three steps below their step in the previous grade.

8.17 Placement of Non-Sworn Personnel After Promotion. If an employee is promoted or transfers, the employee will be placed on the wage scale at a step within the appropriate grade that provides the closest to a five percent (5%) increase in pay.

ARTICLE 9
HOURS OF WORK

9.01 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) consecutive hours per day, per person, except employees on a 4-10 hour work week then the employee will work ten (10) consecutive hours, except for lunch and rest periods as

otherwise provided for in this Agreement; and working days shall be five (5) consecutive days, with two (2) consecutive days off, except employees on a 4-10 hour work week who shall work four (4) consecutive days with three (3) 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 work day.

9.02 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, sickness, layoffs, beyond the control of the City, or approved absences of employees for Bargaining Unit business, to the end that the City continues to provide full service, consistent with the available employees.

9.03 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 one and one-half (1 1/2) times their regular rate of pay.

Employees may trade shifts. Prior to trading shifts, employees must provide their supervisor notice of their intent to trade shifts at least 24 hours in advance of the shift being traded and obtain their supervisors consent.

9.04 Employees may be subject to a 45-minute response time based upon the Department's needs.

9.05 The work week shall be from 12:00 a.m. Sunday to 11:59 p.m. the Saturday following for all employees. The Union and City recognize that the Fair Labor Standards Act (FLSA) provides for a 28-day work cycle, but not a monthly work cycle. Given that the Union has bargained for better benefits with regard to

both wages and overtime than the FLSA provides and that the Union agrees the wage, overtime and comp time provisions of this agreement are more beneficial to the bargaining unit members than the FLSA provisions, any non compliance with the FLSA is waived provided the terms of this agreement are met. See Article 35 and Article 36 for overtime and compensation time provisions.

9.06 Shift Differential Pay. The $.60 shift differential will apply to officers working at least four (4) hours between 10:00 p.m. and 6:00 a.m. and will be paid for the entirety of their shift regardless of the starting time.

ARTICLE 10
SHIFT BID PROCESS

10.01 Whereas the three (3) regular shifts of the Rapid City Police Department's Field Services Division are now operating on a six month schedule in which employees may bid which shift they wish to work based on their seniority, it is hereby agreed that if the City desires to change the manner in which Field Services Division employees are assigned to shifts, except for temporary emergencies, the City shall give written notice to the Bargaining Unit prior to making any change or issuing any directive. The written notice shall occur in the form of the Staff Review process, through their chain of command, to review the proposed changes and comment upon them before they are initiated. The reasons for the proposed changes, and the contemplated changes themselves, shall be stated in the written document presented for Staff Review.

10.02 Bidding Process: The shift bidding process will occur twice per year, in anticipation of the shifts changing on April 1st and October 1st. In each instance, the commander of the Field Services Division, or his designee, shall contact the affected employees and give them instructions on how to submit their bid. The Field Services Division Commander shall take into consideration the employee's seniority, but shall also consider the needs of the Department and the Division in making these assignments. Once the assignments are made, the Field Services Division Commander shall notify all affected employees as to their assignment.

10.03 In the case where an employee has the seniority to be placed on his preferred shift but is assigned to an alternate shift by the Field Services Division Commander based upon the needs of the department, the employee shall be paid an additional $.60 per hour for the duration of the time assigned to the alternate shift. Employees who are probationary employees are ineligible for the additional compensation set out in this paragraph.

ARTICLE 11
PART-TIME EMPLOYEES

11.01 Subject to the limitations set out in this Article, the City has the right to grant a current or former employee's request to work a part-time schedule. An employee will only be allowed to work a part-time schedule upon the approval of the Chief. Any decision of the Chief regarding part-time scheduling shall be final and non-grievable, except that non-compliance with the limitations contained in the Article may be subject to a grievance.

11.02 For purposes of this Article, a part-time schedule is a regularly scheduled shift that is at least eight (8) hours per week but less than forty (40) hours per week.

11.03 The Chief may authorize up to four (4) employees to work part-time schedules, provided that not more than two (2) FTE's are utilized for part-time officers.

11.04 Any time the Department hires new employees, the Chief shall be required to fully utilize all of the FTE's authorized for the Department. An FTE shall be considered fully utilized if it is held by two (2) part-time employees or one (1) full-time employee. A part-time employee in good standing and whose position is to be filled with a full-time employee shall have the right to return to full-time status.

11.05 No employee working a part-time schedule may hold the rank of Sergeant.

11.06 Any request for a part-time schedule shall be made in writing to the Chief. Prior to making a request for a part-time schedule, a current or former employee must have completed a minimum of three and one-half (3½) years as a sworn officer with the Rapid City Police Department.

11.07 While working a part-time schedule, the employee shall attend all training required of full-time officers.

11.08 A current employee who requests and is approved for a part-time schedule shall have their seniority frozen as of the date of the commencement of the part-time schedule. No seniority shall be earned as a part-time employee. A part-time employee whose employment is terminated shall lose his seniority. A part-time employee who returns to a full-time schedule shall have his seniority reinstated as the same level as it was when frozen.

ARTICLE 12
REST PERIODS, MEAL PERIODS, AND MILEAGE

12.01 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 an 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 employees' rest periods to fulfill the operational needs of the various work units. Rest periods shall not be accumulated. If any employee does not receive a rest period because of operational requirements, such rest period may not be taken during a subsequent work shift.

12.02 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 unpaid), in accordance with posted schedules. Those required to be at their post of duty for operational reasons will eat lunch as circumstances permit without deduction in pay for the lunch period.

12.03 If an employee is required to work more than two (2) hours overtime, the supervisor may authorize a meal or a meal allowance. Said allowance, if approved, shall be in accordance with the City travel regulations.

12.04 Necessary Travel Expense. All travel and subsistence expenses when authorized, or required, for in-state, or out-of-state travel, shall be governed by the City travel regulations.

ARTICLE 13
UNIFORMS, POLICE EQUIPMENT AND RULES

13.01 The City agrees that if any regular employee is required to wear any kind of uniform as a condition of his employment, such uniform shall be furnished by the City free of charge. For the purposes of this Article, civilian clothing shall not be considered uniforms.

13.02 The City shall reimburse the employee 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 $50.00 or actual value whichever is less. The loss must be reported to the employee's 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 of Police, 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.

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

13.04 The City 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 include department-approved handgun, asp, chemical spray, ammunition, handcuffs, flashlight, portable

radio, and other equipment as may be determined by the City. The City reserves the right to determine when and under what circumstances the equipment will be used.

13.05 All items furnished shall remain the property of the City, and shall be used only in connection with required duties or as otherwise authorized. Before replacement of any item will be made, the employee may be required to return the issued article to the City.

13.06 The sufficiency of the police and personal safety equipment furnished by the City shall not be subject to the grievance procedures, but shall be the subject of discussions in the Labor-Management committee.

13.07 In the case of gross negligence, or improper use and care on the part of an employee, the employee may be required to replace lost or damaged equipment at their own expense.

13.08 Upon termination of employment with the Police Department, all equipment issued to the employee pursuant to this Article shall be returned to the City prior to payment of wages or other monies due the employee.

13.09 If the Chief of Police orders any employee to duty with the employee's own scuba diving equipment, the employee shall receive $50.00 per twenty-four (24) hour period, or any portion thereof, for which the equipment is required. This $50.00 shall be paid in lieu of any claim for damages to the equipment and shall be considered as rental of the equipment.

13.10 The City will reimburse parking enforcement officers for footwear. The employee must provide receipts for the amount of reimbursement requested. The total amount reimbursed to a parking enforcement officer for footwear shall not exceed Four Hundred Dollars ($400.00) in any calendar year.

ARTICLE 14
WORK RULES

14.01 Work Rules. Whenever the City shall adopt work rules governing operations of the various City work operations, the City shall notify the affected employees by delivering a copy of the work rules to the Bargaining Unit President.

14.02 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 the work they are to perform.

14.03 Any dispute over the reasonableness of work rules shall be first submitted to the Committee of Labor-Management Relations, and if not resolved there, shall be handled through the grievance procedures contained in this Agreement.

ARTICLE 15
PHYSICAL EXAMINATIONS

15.01 Physical Examinations for Sworn Officers. A licensed physician chosen by the City shall examine each applicant for employment.

Thereafter, every regular employee shall be examined once a year by one of two physicians of the City's choosing. If an employee elects to undergo the annual physical examination by a physician of his own choosing then the employee will be responsible to pay any difference in cost, less the benefits payable under the health insurance. The employee is required to assign to the physician any benefits payable under the health insurance. The City agrees to schedule the physicals in the first quarter of the calendar year. Any charges beyond the initial physical shall be the obligation of the employee. The routine annual physical includes diagnostic tests at the discretion of the City's physician to evaluate risks unique to the performance of law enforcement duties. Any

employee who fails to pass said physical examination, in the opinion of the examining physician, may at his option have a review of his case in the following manner:

A. The employee may employ a qualified medical physician of his own choosing and at his own expense for the purpose of conducting a physical examination for the same purposes as the physical examination made by the medical physician employed by the City.

B. A copy of the findings of the medical physician chosen by the employee shall be furnished to the City, and in the event that such findings verify the findings of the medical physician employed by the City, no further review of the case shall be afforded.

C. In the event the findings of the medical physician employed by the employee do not agree with the findings of the medical physician employed by the City, the City will at the written request of the employee ask that the two (2) medical physicians agree upon and appoint a third qualified and disinterested medical physician for the purpose of making a physical examination of the employee.

D. Such three (3) doctors, one representing the City, one representing the employee, and one disinterested doctor approved by the employee's doctor and the City's doctor, shall constitute a board of three, a majority vote of which shall decide the issue.

E. The expense of the employment of the third medical physician shall be borne one-half (1/2) by the employee and one-half (1/2) by the City.

F. Nothing in this Section shall be construed as prohibiting the Chief from approving other arrangements with individual employees on terms approved by the Chief.

15.02 If the employee is not certified fit for duty, the employee may be temporarily assigned in accordance with Section 23.03 or may be placed on sick leave or short term disability, as appropriate, provided

that a reasonable amount of time, as determined by the Chief, shall be allowed for the employee to undertake and complete treatment or other curative measures necessary to obtain the certification.

15.03 The Labor Management Committee is in the process of reviewing this article and anticipates changes to this article prior to January 1st, 2014.

ARTICLE 16
MAINTAINING PROFICIENCY IN FIREARMS

16.01 All employees required by the City to use firearms as a part of their necessary duties shall, not less than once a year, and as may be required by the City in addition thereto, be examined by qualified firearms instructors and examiners to certify their continued proficiency. In addition to the mandatory qualification, the City will require not less than two (2) additional firearms training sessions throughout the year to insure the employee's proficiency. The City reserves the right to require additional remedial training at any time. Any employee who fails the annual examination will be immediately removed from duty as a sworn officer and the employee's schedule may be changed under the emergency provision of Section 9.02. Within seven days of the failed examination, the officer will be re-examined and if the officer passes the examination, the officer will be restored to full duty. If the officer fails the re-examination, the officer may be suspended and subject to discipline under Section 16.02.

16.02 Failure to pass a firearms examination is a basis for disciplinary action until the appropriate certification from the firearms examiners is obtained. If any employee is suspended under this Section for failure to qualify with firearms, the City agrees that the vacancy created by the suspension 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.

16.03 In the event of a suspension because of Section 16.02, the employee shall be considered for other duties pursuant to Section 23.03 of this Agreement.

ARTICLE 17
ANNUAL LEAVE

17.01 Accrual. All full-time regular employees shall accrue annual leave as shown below. Part-time benefited employees shall accrue prorated annual leave based on the number of hours budgeted for the position.

Length of Employment	Accrual Rate/Pay Period	
Date of hire to completion of 4 years	Biweekly	Monthly
continuous employment	3.08	6.67
After completion of 4 years to completion		
of 13 years continuous employment	4.62	10.00
After completion of 13 years of continuous		
employment	6.15	13.33

17.02 Maximum Carry-over of Annual Leave. A full-time regular employee may carry over to the following year the previous year's accrual plus one week accrual. Accumulations in excess of this amount shall be forfeited on January 1. The Department Director and Mayor may allow additional amounts of carry over only when operational requirements preclude the usage of the excess accumulation of annual leave. When such authority is granted, the excess accumulation of annual leave must be used within four months of the carry over year or be forfeited.

17.03 Use of Annual Leave. Except as otherwise noted, annual leave will be granted as requested by the employee and consistent with the operational requirements of the work unit. When such operational requirements limit the number of employees who may be absent at any one time, the employee with the greatest seniority shall be given preference in scheduling absences. Those Department Directors responsible for continuous operations (i.e., those work areas that must be staffed on an on-going 24-hour basis) may defer annual leave as appropriate or require advance scheduling of annual leave to provide for adequate staffing levels

and orderly operation of their departments, provided that, in so doing, employees shall not be required to lose accrued annual leave under the maximum carry-over provisions as contained in Section 17.02.

17.04 Payment of Annual Leave.

A. All annual leave shall be calculated at the employee's straight time rate for the classification to which he is normally assigned at the commencement of the leave;

B. Employees shall not be allowed to waive annual leave and receive double pay for working during leave;

C. In the event the employee leaves the City of Rapid City employment for any reason, he shall be paid for all accrued and unused annual leave.

17.05 Use of Sick leave as Annual Leave. Any employee who has an accumulation of 960 hours or more of Sick A and Sick B on January 1st of any year, will have the option of taking 40 hours of sick leave as "other annual leave". These hours will be charged to Sick A on the timesheet and marked as "other annual leave". This provision shall only apply through the 13th completed year of service. (Example: If an employee during the month of February goes below 960 hours, he may still use the "other vacation" as long as he did have a balance of 960 hours on January 1st.)

17.06 On or about January 1st of each year, the Chief of Police will make available appropriate forms to the employees so they may list their choice of annual leave periods. These forms shall be returned to the Chief of Police on or before February 28th, if the employee desires to have his annual leave based on seniority. Any employee not selecting his annual leave at this time shall relinquish his seniority rights for the purpose of selecting annual leave time.

17.07 In the event an employee dies before taking his annual leave during the calendar year, the full annual leave pay due him will be paid to the employee's spouse, or to his estate.

17.08 With approval of the Chief of Police, any employee who chooses to do so may donate up to 40 hours of annual leave time to another employee for emergencies or other legitimate personal reasons when that employee has no earned time available for use.

17.09 The parties agree that for the duration of this Agreement only the Chief may at his discretion offer to pay employees for one (1) week of their annual leave. When the Chief posts the number of weeks that are available to the employees, they can bid for one of those weeks by seniority. Employees who bid for the annual leave pay must have at least two (2) weeks or more of annual leave accrued. No employee will be forced to sell any annual leave.

ARTICLE 18
HOLIDAYS

18.01 The following holidays will be recognized and observed as holidays:

A. The first day of January, commonly known as New Year's Day;

B. The Friday immediately preceding Easter, commonly known as Good Friday;

C. The last Monday in May, commonly known as Memorial Day;

D. The fourth day of July, commonly known as Independence Day;

E. The first Monday in September, commonly known as Labor Day;

F. The second Monday in October, commonly known as Native American Day;

G. The eleventh day of November, commonly known as Veteran's Day;

H. The fourth Thursday in November, commonly known as Thanksgiving Day;

I. The Friday after Thanksgiving;

J. The twenty-fifth day of December, commonly known as Christmas Day; and

K. Any other day declared by the City to be a holiday.

18.02 Whenever any of the foregoing holidays fall on Sunday, the Monday following shall be observed as the holiday, except for sworn personnel and non sworn personnel of this bargaining unit engaged in continuous operations as defined in Section 35.01(D), who shall observe the actual day listed above.

18.03 Whenever any of the foregoing holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday except for sworn personnel and non sworn personnel of this bargaining unit engaged in continuous operations as defined in Section 35.01(D), who shall observe the actual day listed above.

18.04 Whenever any of the foregoing holidays fall on an employee's regular scheduled days off, the employee shall have the option of receiving pay in that work period, or shall be granted, upon request, a day off with pay.

18.05 An employee (eligible under this Agreement) will receive pay per current scheduled work shift for each recognized holiday on which no work is performed. If an employee works on a recognized holiday, he shall be paid his holiday pay plus one and one-half (1 ½) times his regular rate of pay. If an employee is required to work more than his regularly scheduled hours, then he shall be paid two and one-half (2 ½) times his regular rate of pay. However, the employee may submit a request to receive only 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 plus compensation time for any hours worked overtime.

18.06 The accumulation of holiday time in lieu of holiday pay shall not exceed 80 hours.

18.07 In order to be eligible to receive holiday pay, an employee must meet the following criteria:

A. The employee must have completed ninety (90) calendar days of employment;

B. The employee must be in active employment.

18.08 If a recognized holiday falls during the period of an employee's annual leave, he shall be paid for such holiday, in addition to his annual leave pay. In no other case shall holiday pay be made where other leave pay is made.

ARTICLE 19
SICK LEAVE/FUNERAL LEAVE

19.01 After ninety (90) calendar days of employment each regular employee will be credited with thirty (30) hours of sick leave and will accumulate ten (10) hours of sick leave per month thereafter until the first January 1st following the completion of ninety (90) calendar days of employment. Of the initial thirty (30) hours of sick leave, fifteen (15) hours shall be available for use under the general provisions of the sick leave policy; fifteen (15) hours are pooled for use in the Short Term Disability Plan. Thereafter, each ten (10) hours of sick leave per month shall be divided equally, with five (5) hours available for use under the general provisions of the sick leave policy and five (5) hours pooled for use in the Short Term Disability Plan.

19.02 At the beginning of each calendar year thereafter, each regular employee will be credited with one hundred twelve (112) hours of sick leave. This amount shall be divided equally, with fifty-six (56) hours available for use under the general provisions of the sick leave policy and fifty-six (56) hours pooled for use in the Short Term Disability Plan.

19.03 In the event of sickness or injury, an employee must notify his supervisor as far in advance of the shift's starting time as possible that he will not be reporting to work. The employee may be required to submit a statement from their treating physician, or other satisfactory evidence, to support his absence or suffer loss of sick leave pay, or other discipline, for time absent. If a doctor's certificate, release to return to work, or physical statement is required under this Section, the employee shall be so notified. However, for authorized absences of more than ten (10) days due to illness, or for any period due to injury, an employee shall return to duty only after examination and a release for work is provided by his treating physician.

19.04 The City may, at its own expense, cause an examination to be made of an employee by a physician of its choice. In such instances, he shall thereupon present himself for examination to a physician selected and approved by the City, and such examination shall be without charge to the employee. In the event a

dispute between the physicians occurs concerning the employee's ability to return to work, the question shall be subject to the provisions of Article 15. For purposes of this requirement, the employee will be further required to provide the City, upon request, a written authorization to release all medical information to the City in regard to that illness or condition only. Failure to submit to examination or to sign the release shall be an automatic forfeiture of the ability to use of the sick and/or short term disability benefits.

19.05 Sick leave shall be paid at the employee's normal rate of pay for either eight (8) or ten (10) hours depending on the length of the shift the employee was scheduled to work.

19.06 Sick leave pay will be granted to supplement any pay received under worker's compensation laws. If an employee qualifies for worker's compensation pay from the City, the City will allow sick leave up to the maximum number of hours of sick leave the employee has accrued. Sick leave pay will be at the employee's straight time base rate of pay, up to forty (40) hours per week, less the amount received per week by the employee in worker's compensation.

19.07 All sick leave allowance to which an employee may be entitled shall terminate on the effective date of the employee's termination of employment with the City.

19.08 An employee may use accrued sick leave in the following situations:

A. Personal illness or injury;

B. Illness of a parent, spouse, child or stepchild. Use of sick leave for this purpose is limited to an aggregate or total of five (5) workdays per calendar year, per employee. The City may require, at the employee's expense, a doctor's certificate specifying the nature of the child's illness;

C. Death in the employee's or his spouse's immediate family. Use of sick leave for this purpose is limited to three (3) days; (also see Section 19.09) The immediate family for purposes of this section is considered to be the employee or their spouses parent, stepparent, grandparent,

grandchild, spouse, spouse's parents or grandparents, child, stepchild, spouse of an adult child, brother, or sister.

D. An employee may also use sick leave to serve as a pallbearer. Services as a pallbearer are limited to twelve (12) hours per calendar year;

E. Up to three (3) days sick leave shall be granted upon request of an employee as paternity leave for the birth of the employee's biological child and/or the placement of an adopted child with the employee. . If there are complications with the birth of the biological or adopted child the employee may be granted the use of an additional two (2) days of sick leave under this provision. The 3 or 5 days mentioned above may be used anytime within eight (8) days following the birth or adoption;

F. It is the intent of this Section that the employee who uses sick leave for reasons other than for personal injury or sickness pursuant to sub-section A above, actually be attending to the person(s) the sick leave is being used for.

19.09 Funeral Leave. Employees may receive up to three (3) days of non-accumulating funeral leave for the death of a spouse, child, stepchild, parent, grandparent, sibling and spouse's parents, grandparents, and siblings. The use of funeral leave is limited to two (2) qualifying events per calendar year. For the above family members, the employee may also use the benefit under Section 19.08(C). The employee will be compensated at their normal rate of pay in an amount based on the scheduled hours the employee missed while on funeral leave.

19.10 Employees engaged in the course of duty while obeying safety rules who suffer injury as a result of an assault, or as a result of an accident during pursuit of persons engaged in violations of the law, or attempting a lawful arrest, provided the employee actually submits a doctor's statement that he is unable to return to work, shall receive his regular pay as of the date of injury, less any worker's compensation payment, for a period of time equal to his sick leave accumulation, not including the Short Term Disability Plan, as of the

date of injury, and prior to the use of sick leave credit, or thirty (30) working days (for those employees who have been in continuous service with the City for three (3) years or more) or forty-five (45) working days (for those employees who have been in continuous service with the City for less than three (3) years), whichever is longer for such employee.

19.11 An employee may use any accrued Part B sick leave from the City's Short Term Disability Plan as a storm day benefit under the following terms and conditions:

A. Use of accrued Part B sick leave will only be allowed if the Mayor designates a day as a "storm day" and notifies employees either not to report to work or notifies employees to discontinue work because of storm conditions;

B. Use of accrued Part B sick leave will not be granted to those employees who are required to report to work by their Department Director or his designees, either by notification or by standard operating procedure: however, if weather conditions make it impossible for such employees to report, or if transportation is not made available under such conditions, accrued Part B sick leave will be allowed to such employee;

C. No more than two (2) days during any calendar year will be designated as storm days wherein the above-mentioned employees may use accrued sick leave. Hence, if employees are notified not to report to work because of weather conditions on more than two (2) separate days in any calendar year, use of accrued Part B sick leave for any additional days after the first two shall not be allowed;

D. Any employee who is called to work outside his regular shift or schedule, who has been granted the storm day benefit in any period twenty-four (24) hours prior to being called in to work, shall not be entitled to take call-back provisions;

E. Any sick leave allowed under the above mentioned conditions will not be counted as overtime;

F. This provision does not prohibit the use of annual leave for a storm day.

19.12 Use of Sick Leave as Annual Leave. See Section 17.05.

19.13 Any employee who uses no sick leave from November 1 through the following October 31 shall receive sixteen (16) hours of pay, and any employee who uses sixteen (16) hours or less of sick leave from November 1 through the following October 31 shall receive eight (8) hours of pay. To be eligible under this Section, the employee must have been employed for the full twelve (12) month period. Any pay under this Section shall be paid with the regular November payroll.

19.14 Maternity Leave. Pregnancy shall be treated the same as any other short term disability.

ARTICLE 20
SHORT TERM DISABILITY PLAN

20.01 Members of this Bargaining Unit shall be covered by the City's Short Term Disability Plan. The City agrees to maintain the balance of all sick leave hours.

20.02 An employee, who becomes eligible for benefits under the City's Short Term Disability Plan (Part B) and whose Part A sick leave balance shall be reduced to less than 40 hours as the result of such disability, shall retain this 40 hours or less of the remaining balance in his Part A sick leave account for Part A sick leave use, and shall receive sick leave from the Short Term Disability Plan (Part B).

ARTICLE 21
FAMILY AND MEDICAL LEAVE ACT

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

A. upon the birth of the employee's child;

B. upon the placement of a child with the employee for adoption or foster care;

C. when the employee is needed to care for a child, spouse, or parent who has a serious health condition; or,

D. When the employee is unable to perform the functions of his position because of a serious health condition.

21.02 If the employee is entitled to paid personal leave or paid sick leave, the employee may elect, or the City may require, that the paid leave be taken as part of the 12-week leave provided by law. Accrued annual leave may be used at the employee's option for any FMLA qualifying leave. The FMLA does not provide an employee with any additional paid leave. If an employee has exhausted their paid leave and elects to take additional leave pursuant to the FMLA, such leave shall be unpaid.

21.03 Definitions:

A. Child. An adopted child, a foster child, stepchild, ward or person who is under age 18 or over age 18 but incapable of self-care because of a mental or physical disability and of whom the employee has custody.

B. 12-month period. The calendar year.

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

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

21.04 Eligible Employees. To be eligible for absence under the FMLA, the employee must have been continuously employed by the City for a 12-month period immediately preceding his request for absence, and during that 12-month period have worked at least 1,250 hours.

21.05 Notice. The employee is required to provide the City with 30 days notice of absence when it can be reasonably foreseen. When circumstances prevent the employee from giving 30 days notice the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the City's operations.

21.06 Certification. When required by the department head or designated representative, a request for FMLA leave shall be verified by providing a certification from a qualified health care provider. The certification from the qualified health care provider shall contain the following:

A. the date when the serious health condition began;

B. the probable duration of the condition;

C. the appropriate medical facts within the knowledge of the health care provider regarding the condition;

D. if the leave is due to the employee's serious health condition, the certificate must include a statement that the employee is unable to perform the functions of his position;

E. if planned medical treatment is the reason for the leave and employee wants intermittent leave or leave on a reduced time schedule, the date when the treatment begins and the estimated duration of the treatment; or

F. If the leave is necessitated by a serious medical condition of the employee or the employee's child, spouse or parent, the certificate shall state that there is a medical necessity for the leave and an estimate of how long the leave will be needed.

The employee may be required to obtain a second opinion at the City's cost from a second health care provider of the City's choice. If the second opinion conflicts with the first opinion, the City may request a third

opinion at the City's cost. The City and the employee must jointly agree on the person providing the third opinion. The third opinion is final and binding.

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

21.08 Failure to Return to Work. If the employee fails to return to active employment with the City upon the expiration of the FMLA leave provided under this section (including any paid vacation or sick leave that may have been taken in conjunction with the absence) the employee shall be responsible for repayment of any City-paid premiums during the unpaid portion of the absence unless the failure to return is based upon the continuance, recurrence, or onset of a serious health condition, or other circumstances beyond the employee's control. In such instances, the employee must provide in a timely manner a certification by a health care provider attesting to his inability to return to active employment.

21.09 Effect on Seniority. During any FMLA leave, the employee shall remain on the seniority list and continue to accrue seniority as provided elsewhere in the Agreement.

21.10 Effect on Reemployment and Other Rights. Upon expiration of an authorized absence under this Section, the employee shall be reinstated to the same position held at the time such leave commenced, or to a position which is equivalent to or higher in pay, benefits, and other terms and conditions of employment. No

employee shall be interfered with, discriminated against, disciplined, or otherwise restrained from exercising his rights under the Family and Medical Leave Act.

21.11 Husband and Wife Jointly Employed by the City. If a husband and wife entitled to leave under this Section are both employed by the City, the total number of work weeks of leave to which they are jointly entitled is limited to 12 work weeks during any 12-month period if such leave is taken:

A. under Section 21.01 (a) or (b) for the birth or adoption of a child; or,

B. Under Section 21.01 (c) to care for an ill parent.

21.12 Intermittent or Reduced Leave Schedule. Leave under Section 21.01 (a) or (b) shall not be taken on an intermittent or reduced leave schedule unless the employee and the Department Director agree otherwise. Leave under Section 21.01 (c) or (d) may be taken intermittently or on reduced leave schedule when medically necessary.

21.13 Expiration of Entitlement. Entitlement to leave under this Section for birth or adoption expires at the end of the 12-month period beginning on the date of birth or adoption (placement).

ARTICLE 22
SPECIAL DEATH OR RETIREMENT BENEFIT

22.01 Any employee retiring or receiving disability payments pursuant to the qualifications of the South Dakota Retirement System, or who dies while in the employment of the City, shall be entitled to a special benefit as hereinafter provided.

22.02 The maximum benefit shall equal fifty percent (50%) of all accumulated hours of sick leave in excess of nine hundred sixty (960) hours, provided that the maximum benefit payable shall not exceed twenty-five percent (25%) of the employee's last twelve (12) months earnings from the City. The benefit under this Section shall be payable upon retirement or death of the employee and shall be paid solely in the name of the employee. If payable due to death, the benefit shall be payable to the same beneficiary designated by the

employee for their benefits under the South Dakota Retirement System. The rate of pay shall be the rate applicable at the time of retirement or death. .

The twenty-five percent (25%) above, shall be increased as follows:

26% at 52 years old

29% at 53 years old

32% at 54 years old

35% at 55 years old

38% at 56 years old

42% at 57 years old

45% at 58 years old

48% at 59 years old

50% at 60+

ARTICLE 23
TEMPORARY DUTY PLAN

23.01 The purpose of this Temporary Duty Plan is to accommodate disabled employees, to encourage and facilitate their return to the normal job and to minimize usage of sick leave.

23.02 For injuries, illnesses, or disabilities that occur off the job, the affected employee may take leave, either paid or unpaid, as provided for in this Agreement. The City may contact the employee's 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.

23.03 When an employee is not able to satisfactorily perform the work in the classification in which he is employed due to personal health issues, physical handicaps, or injury, the employee may be temporarily

transferred to another position. Consideration for transfer shall first be within the Police Department at the same pay rate as prior to injury or disability.

23.04 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. If medically authorized, the City may agree to extend an employee's temporary duty assignment beyond six (6) months.

23.05 Should more than one employee be off due to such injury, illness or disability, seniority shall prevail in consideration of the Temporary Duty Plan. Use of this Plan is subject to the availability of positions in which to transfer the employee.

ARTICLE 24
JURY DUTY

24.01 Any benefited employee, regardless of their hire date and who is called to jury duty, will be paid in full by the City. Any payment from the Court shall be endorsed by the employee to the City Finance Department, but the employee will be reimbursed by the City for any portion of the payment which reimbursed the employee for mileage.

24.02 If the jury duty pay includes both worked and non-worked days, the employee shall reimburse to the City the jury duty pay received for the workdays only. If the employee is not selected for jury duty, employee must report back to the work place with reasonable travel time allowed.

24.03 Employees who are absent from work due to jury duty will not be dismissed or suspended from employment and shall retain and be entitled to the same job status and pay as they had prior to performing jury duty. Persons who are to be absent due to jury duty must notify their supervisor or manager in advance. If no prior notification is given, the employee may be subject to disciplinary procedures.

24.04 Employees called for jury duty are expected to work full time when not actually in court or doing something in connection with jury duty. It is not the intent of this Article that employees be paid for time spent

performing jury duty on days that they are not otherwise scheduled to work. Employees will only be compensated by the City for scheduled shifts or portions thereof which are missed as a result of actually fulfilling the employee's jury duty obligations.

ARTICLE 25
MILITARY SERVICE

25.01 Subject to and consistent with 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 makes written application for reinstatement to the classification held prior to or within ninety (90) days of his release from the service, or within ninety (90) days after a hospitalization;

B. The classification with the City still exists;

C. The employee is capable of discharging the duties of the classification;

D. Separation from the Armed Forces was other than dishonorable;

E. The employee shall not be entitled to pay during such leave.

25.02 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 is still able to perform the duties of his position, without loss of status, pay and seniority provided:

A. He has requested a leave of absence for training duty;

B. He has satisfactorily performed the requirements of the training prescribed;

C. He must return to his City position, and not later than the expiration of the time herein limited for such leave, unless he 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 normal wages, he 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 26
ON AND OFF DUTY COURT APPEARANCE LEAVE

26.01 If as a direct result of their employment by the City, an employee is required to report to a court hearing, inquest, or other legal proceeding, the City will release them from work 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, he shall be paid for all time lost at his regular rate of pay.

B. The payments provided for in this Article 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 only if they notify their immediate supervisor of their availability to return to duty upon release from such appearance.

D. If the appearance is required because the employee exceeded the scope of his duties or performed unauthorized or illegal acts, no payment will be made.

E. When an employee is required to report outside of the Rapid City corporate limits, then such time spent in travel shall be paid as regular working hours. Such time shall not be used in computing premium pay and shall not be paid if such travel time occurs while the employee is on scheduled duty. The City shall have the right to determine the most advantageous mode of travel.

26.02 In the event that an employee shall be under a subpoena, or otherwise required to appear on off-duty time and give testimony relating directly to the employee's job with the City, either in court, by deposition, or other legal proceeding, such employee shall be entitled to receive the rate of one and one-half (1 1/2) time for all hours spent appearing or testifying in the proceeding with a minimum of at least two (2) hours at such rate. 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 one and one-half (1 1/2) time for only those hours worked outside the regular shift.

ARTICLE 27
LEAVES FOR LEGITIMATE PERSONAL REASONS

27.01 A regular benefited employee requesting a non-paid leave of absence for legitimate personal reasons, including leaves for educational purposes, shall make written application to his shift commander. Such request for leave shall be made as far in advance of the date of the requested leave as possible. Upon application by the employee and approval of the leave by the Chief of Police and the Mayor, or their designees, a leave of absence may be granted for a period not to exceed one hundred eighty (180) days. The employee shall state in their request for leave the reasons for the request, the duration of leave being requested, and the date and scheduled shift on which the leave shall commence and the date upon which they shall return to work.

27.02 During any such non-paid leave of absence, the employee shall remain on the seniority list and accrue seniority for the first thirty (30) days. After thirty (30) days, the employee shall accrue no further

seniority or fringe benefits. If the employee is granted a personal leave for medical reasons, seniority shall continue to accrue.

27.03 Such leaves of absence may be extended for a reasonable period. Extensions shall be subject to the same approval process as defined above.

27.04 An approved copy of such leave of absence, and any extensions thereof, shall be furnished to the employee and the Bargaining Unit before such leave shall become effective.

27.05 If an employee accepts employment elsewhere during this leave of absence, he shall be considered to have terminated his leave and have voluntarily quit. However, the Chief, in his sole discretion, may approve supplemental employment during such leave;

27.06 Failure to return to work upon expiration of a leave of absence for which no extension has been granted shall be considered as a voluntary resignation and the employee's employment with the City will be terminated.

27.07 During a leave under this Section seniority will continue to accrue and upon return the employee will be placed on the pay scale at the same grade where they were prior to taking the leave. The employee's assignment upon returning to duty will be based on the City's needs with due consideration being given to seniority, the kind of work the employee was performing prior to leave, and the availability of similar work upon the employee's return.

27.08 The City agrees to submit an answer to any employee within five (5) working days of the employee's written request to their immediate supervisor.

ARTICLE 28
GROUP INSURANCE AND RETIREMENT PLANS

28.01 Employees who qualify for the retirement plan which is described in SDCL 3-12, 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.

28.02 For employees hired prior to January 1, 1982, the City agrees to pay 100% of the cost of contributions of the group health insurance plan for participating employees and their dependents. For employees hired on or after January 1, 1982 the City will pay 100% of the contributions of the group health insurance for each participating employee and 50% of the contributions for the employees' dependents.

28.03 An employee who is a member of the South Dakota Retirement System and is also a member of the City's Group Insurance Plan, may, at the time of retirement, remain as a member of the City's Group Insurance Plan, provided the employee pays all expenses of the Plan. Any such payments shall be made at the time specified by the City, and it shall be the duty of the retiree to see that the payments are received on or before the date specified. Failure to deliver payment at or before the date specified may cause the insurance to lapse, and the City shall not be responsible for collection.

28.04 Eligibility for the employee's retention of their membership in the City's Group Insurance Plan shall be dependent on the employee meeting the requirements for retirement set forth under the provisions of the South Dakota Retirement System for the class of employee under which retirement eligibility was earned.

28.05 The employee must have been employed by the City of Rapid City immediately preceding the employee's retirement date.

28.06 Any employee who retires from the City consistent with the rules of the South Dakota Retirement System, but chooses not to delay receiving their retirement benefits, shall be eligible for group health insurance coverage under the provisions of this Section as if they remained in the system. This Section

shall allow an employee to also secure from the City's insurance carrier, if offered by the insurance carrier, a Medicare Supplement policy, at the employee's sole expense.

28.07 The City agrees to pay 100% of the cost of an employee's contributions to the Group Health Insurance Plan for each employee who retires provided the employee meets the following conditions:

A. The employee retires in accordance with the provisions of the South Dakota Retirement System and employed with the City at least 20 years or;

B. The employee retires due to a medical disability or;

C. The employee who retires under A or B above must have participated in the City's Health Insurance at least five (5) years immediately preceding such retirement.

28.08 The retiree's Health Insurance benefit expires upon the retiree becoming eligible for Medicare/Medicaid or reaching age 65.

28.09 Health Insurance Contribution Policy for Medical Disability. When an employee becomes ineligible for the health insurance contribution payment made by the City, because the employee is receiving no direct compensation from the City for that contribution period, the City shall continue to pay the contribution on the following basis:

For each full year of credited service, one month of Health Insurance Contribution will be paid to a maximum of twelve (12) months of contribution payments.

28.10 The payment commences on the month immediately following the loss of eligibility for payment and ceases the month following the benefit expiration, or upon the month following termination for any reasons, whichever is earlier.

28.12 The credited service year for the purpose of this policy is calculated from the same date, the anniversary date, as used for calculation of vacation benefits. Paid leave of any kind shall not be used in any

way other than a consecutive day progression to satisfy the direct compensation requirements. Payment of the premium by the City shall be on the same basis as would be paid if the employee has not become ineligible.

28.13 Health Care Plan. The Union and the City agree to the continuation of the Healthcare Plan Committee to manage and make recommendations regarding the self-funded City Healthcare Plan. The Committee shall be comprised of the following people:

2 representatives from Fraternal Order of Police

2 representatives from International Association of Firefighters

3 representatives from AFSCME (includes General and Library)

3 representatives from non-union group

1 representative from the retiree group who is currently enrolled in the health plan

Finance Officer

Human Resources Director

City Attorney

Council Representative

A majority of the members of the committee shall act as one with regard to the management of the City's Healthcare Plan. The City Human Resource Director shall act as the chair of the committee. Any member of the committee may designate another person to attend any meeting on his behalf. Such a designee shall have full voting rights.

It is the desire of the City Healthcare Plan Committee and the City Council to fund the City Medical Benefit Plan to a level of responsible fiscal management and build an ongoing Ideal Fund Balance to a level consistent with the Ideal Fund Balance Target.

The Committee recognizes its fiduciary responsibility to adequately manage the City Healthcare Plan to ensure the Plan's long term financial stability. To that end the Committee adopts the following Plan reporting criteria and funding philosophy.

28.14 Responsibilities of the Committee. At least annually the Healthcare Plan Committee shall establish and recommend to the City Council the funding level need of the City Healthcare Plan for the forthcoming Calendar Year consistent with its fiduciary responsibility to adequately manage the Plan to ensure the Plan's long term financial stability.

The Healthcare Plan Committee shall review the Plan Reserve Balance on a quarterly basis, or as deemed necessary by the City Finance Officer or his designee.

28.15 Definitions.

A. The term "Calendar Year" shall mean the period of January 1 through December 31.

B. The term "Plan Year" shall mean the period of July 1 through June 30.

C. The term "Expected Plan Costs" shall mean the subsequent Plan Year quoted fixed costs from the Plan service providers and the stop-loss carrier's aggregate attachment point times .80.

D. The term "Maximum Plan Costs" shall mean the subsequent Plan Year quoted fixed costs from the Plan service providers and the stop-loss carrier's aggregate attachment point.

E. The term "City Medical Plan" as used in this document shall mean the self-funded medical plan offered the eligible City employees, former employees and their dependents who have properly enrolled and who have paid their share of the cost to participate. This term does not include the Dental or Life Insurance benefits also offered by the City.

F. The term "Ideal Fund Balance Target" as used in this document shall mean the average of two numbers as determined by First Administrators (or an organization unrelated to the City

and appointed by majority vote of the City Healthcare Plan Committee) on or before June 15th of each year. The first calculated number in determining the Ideal Fund Balance Target shall be 35% of the Expected Plan Cost of the City Medical Plan for the subsequent Plan Year of July 1 through June 30 and the second number shall be 25% of the Maximum Plan Cost of the City Medical Benefit Plan for the subsequent Plan Year. Both numbers shall be based on the actual average enrolled employees and dependents in the 11 months ending May 31 of that Plan Year.

G. The term "Annual Funding" shall mean the monthly contribution level established by the Healthcare Plan Committee and approved by the City Council representing the contributions to the City Medical Plan from the City of Rapid City and the payroll deductions from employees and the payments from former employers.

H. The term "Plan Reserve Balance" shall mean the then current cash balance of the Medical Insurance Fund which accounts for all of the Medical Plan expenses and revenues on a month to month basis and which is maintained and accounted for by the City Finance department.

28.16 Funding Determination. To ensure proper financing of the City Healthcare Plan it is necessary to provide for an annual funding review. This document shall set Annual Funding increases at a minimum of 5% and a maximum of 14% as determined by the Fund needs to finance the Expected Plan Costs for the forthcoming year; plus or minus the Fund needs to move towards meeting or maintaining the Ideal Fund Balance Target for the forthcoming year.

If the above Funding concept is more than adequate to meet the expected plan cost and also produces dollars in excess of the Ideal Fund Balance Target the excess dollars must first be used to repay any loans due the City of Rapid City, secondly these dollars may be used to offset the forthcoming years funding need by carrying the dollars forward to subsequent years.

If the Annual Funding adjustment is inadequate to meet the actual Plan Cost, the benefits provided by the Plan shall be adjusted to reduce the expected expenses to fit within the funding expectation.

Unless agreed by a 2/3 vote of the Healthcare Plan Committee, a rate change must occur each January 1 between the minimum 5% and maximum of 14%. Planning for the above application shall be completed in June of each year for the subsequent January 1 rate change and/or benefit modification implementation. Any recommendation for an increase in premium above 14% must be submitted to the City Council and to each bargaining unit for approval. The approval of the City and at least two of the four bargaining units shall be adequate to implement such an increase for all of the bargaining units.

28.17 The Bargaining Unit and City agree to the concept of a Health Care Management Program. No Plan will be implemented without the agreement of the parties at the Committee Level.

ARTICLE 29
LIFE INSURANCE

29.01 A Group Life Insurance Plan is provided for all employees covered by this Agreement. The City will pay 50% of the cost of the contribution for single or family for each participating employee.

ARTICLE 30
DENTAL INSURANCE

30.01 A group dental plan is provided for all employees covered by this Agreement with the employee contributing the full premium. The City and Union understand the concept of adverse selection and therefore agree that all employees must participate in the City Plan or show proof of coverage in another dental plan.

ARTICLE 31
RETIREMENT SPECIAL PAY PLAN

31.01 The City of Rapid City participates in a Retirement Special Pay Plan, which provides a tax advantage and Social Security advantage when employees terminate their employment. The administration and participation in the Pay Plan shall be in accordance with South Dakota Codified Law.

ARTICLE 32
WAGES AND RATES OF PAY

32.01 Pay rates for the term of this contract shall be as expressed in Appendix "A" and shall be considered the minimum pay, except as hereinafter provided.

32.02 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 Bargaining Unit disagrees with the rate or rates so established, such matter relating thereto may be submitted to the Bargaining Unit Labor-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.

32.03 Any employee temporarily assigned to work as a supervisor shall be paid the base rate of a beginning sergeant, except as follows:

A. In case of temporary emergency assignment for not over two (2) consecutive hours in any one day;

If an employee requests training in another classification, and if the City agrees to train such employee, the employee's rate of pay shall not change during a training period of not more than three (3) months. After three (3) months, the employee shall be paid at the rate appropriate to that classification. This shall not apply where an assignment for training purposes is made at the direction of the City.

32.04 An employee may be temporarily assigned to work in a lower paid classification, but without reduction in pay.

32.05 Increases Within Ranges. The rates specified in the rate ranges herein referred to represent the normal amounts expected to be paid to employees showing ability, initiative and average application to the job, increases granted under such circumstances to become effective at the date specified for the range. Unless the

employee demonstrates the foregoing, he need not be awarded the normal increase. The employee will be awarded the normal increase, unless prior to the date specified the employee and the President of the Bargaining Unit have been notified (in writing) of the circumstances upon which the action was predicated, and the status of such employee will be reviewed and reconsidered within six (6) months thereafter. The provisions of this subsection are subject to the grievance procedure.

32.06 New Employees. A new employee will normally begin his employment at the lowest rate applicable to the job classification in which he is to be employed. However, a new employee with special or prior experience may be employed in any job classification carrying a rate range at any step of such range, but not in excess of two additional step for 2 to 3 years of prior experience, four additional steps for 4 to 5 years of prior experience, and a maximum of six steps for 6 years or more of prior experience.

32.07 Employees shall be paid not later than the last working day of the month; however, said pay shall include overtime and other adjustments in pay through and including the 21st day of the month. The employee shall be furnished with a statement showing the hours worked in the pay period and all deductions from gross pay.

32.08 Sworn Personnel assigned to the Police Training Officer Program will receive an additional $1.00 per hour on their regular rate of pay for the time period they are assigned to a police trainee.

ARTICLE 33
EDUCATION AND EDUCATION LOAN PROGRAM

33.01 Education. The parties agree to a policy of encouraging employees to seek college, graduate, legal, or professional education, and specialized training. The City will, when operationally practical, adjust employees work schedules or may grant paid or unpaid leave for work related educational opportunities. The City shall pay expenses connected with City sponsored training in job related programs; otherwise, the employee shall pay all training and other educational expenses.

33.02 Employee Educational Loan Program. The City of Rapid City recognizes the benefit to employees of continuing their education and has set aside funds for the purpose of establishing low interest loans for this purpose.

33.03 These funds shall be used for loans to those employees who make the required application and provide proof of educational expenses directly related to an educational program in an associates, baccalaureate, or post graduate degree program of an accredited educational institution; a program granting college credit that is transferable to one of the South Dakota state supported colleges; or job-related vocational/technical training.

The employee must have completed his initial probationary period under Article 7 to be eligible for the loan. The City of Rapid City will make payment directly to the institution and/or bookstore.

33.04 The maximum amount to be borrowed shall not exceed $4,000. The outstanding balance cannot exceed $5,000 at any time. The loan shall be repaid by payroll deduction and total proceeds received on any loan, plus interest, must be repaid through such payroll deductions within the designated date of the loan. The repayment shall begin on the first payroll paid after the loan is secured and be repaid within twenty-four (24) months from the time the loan is secured.

33.05 There shall be a one percent (1%) administrative fee assessed to the total loan at the time borrowed and the fee shall be repaid within the repayment period of the loan.

33.06 Any outstanding balance at the time of termination of employment shall be collected to the maximum extent possible from the employee's final pay. Any remainder shall be immediately due and payable in full.

33.07 In the event of the employee's withdrawal from the course(s), any refund(s) will be paid to the City within three (3) business days of its receipt to satisfy the outstanding loan balance.

ARTICLE 34
TRAVEL FOR TRAINING

34.01 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 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 the employee shall complete a normally scheduled workweek.

34.02 For mandatory travel to training seminars, schooling or other similar activities beneficial to the City and outside regularly scheduled workdays, employees shall be paid as follows:

A. For an employee who is actually driving (not riding) to the training, he will be paid his regular rate of pay or the overtime rate, as applicable;

B. For employees who are traveling, but not driving, they will be paid three fourths (3/4) of their normal rate of pay for each hour traveled. However, traveling time will not be counted toward their daily or weekly overtime.

34.03 Travel pay may also be paid for non-mandatory travel to schooling, seminars, and other similar training if the estimated travel time exceeds three hours one way. Any travel under this provision must be first approved by the Chief or their designee.

ARTICLE 35
OVERTIME AND PREMIUM PAY

35.01 Overtime will be calculated at 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 the employee's normally scheduled shift in any one day (i.e. in excess of 8 hours for those on 8 hour shifts and in excess of 10 hours for those on 10 hour shifts), except in the following cases:

1. Where time is lost during the workweek by reason of 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 work week. Holidays not worked shall count toward computation of overtime unless falling on a regularly scheduled day off.

C. Holidays, annual leave, and sick leave falling within the normal workweek shall count towards the computation of daily and/or weekly overtime. The City agrees that it will not schedule employees off for the purpose of avoiding overtime;

D. Work performed on the seventh (7th) day in the scheduled workweek for those employees engaged in continuous operations;

E. Notwithstanding the above, employees assigned to the Investigations Division and support staff in all divisions 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 employees' work cycle.

1. Compensation time is a benefit afforded to the Investigations Division, Support Services Division, as well as other support staff as an alternative to overtime.
2. Compensation time may be awarded on a case-by-case basis only in situations where overtime pay would be justified through a mutual agreement between the employee and their supervisor.
3. Compensation time may be awarded to employees who have been required to work over and above one of the following:

   a) The employee's regular eight or ten hour shift, or:

b) 40 hours in any work week (Sunday through Saturday).

4. Any employee can hold a compensation bank with a maximum of 40 hours in any calendar month.

5. The division timekeeper will log compensation time. At the end of the calendar month, all unused comp time over 40 hours will be converted to overtime. All comp time less than 40 hours will be carried forward to the next month.

6. Use of compensation time will be based on a time-and-a-half ratio, e.g. One hour of actual accrued compensation time will equate to one-and-one-half hours of leave.

F. Field Services Division sworn personnel are not eligible for compensation time.

35.02 Overtime at two (2) times the regular hourly rate of pay shall be paid for work under the following situation: Work performed after sixteen (16) consecutive hours, except where this is occasioned by an employee trading shifts or hours of work. No employee shall be required to change from one regular shift to another regular shift without at least eight (8) hours off, except in case of emergency, and then overtime will be paid.

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

35.04 Overtime will not be allowed without the approval of the Chief of Police, and where overtime is allowed, it shall be distributed as equitably as practical among employees in the same job classification and within a specific work unit.

ARTICLE 36
OVERTIME DISTRIBUTION

36.01 Purpose. The purpose of this Article is to establish a process to insure the equal opportunity for overtime work within the sworn ranks of the department. For purposes of this article, "extra-duty" means duty outside a normal scheduled shift at a special event or at the airport.

36.02 Shift Overtime. Shift overtime shall, to the extent possible, be first offered to members of the shift. This section does not guarantee an equal allocation of overtime, but rather, requires that the Sergeants use their best efforts, given the operational needs of the department, to distribute overtime opportunities among the members of the shift as equitably as is practical.

36.03 Special Events. For extra duty opportunities outside of specific patrol, or CID shifts, the department shall maintain an "Overtime Distribution List." Each hourly sworn officer on the department shall be listed on the Overtime Distribution List. When an extra duty opportunity arises, other than shift extra-duty, and there is at least twenty-four (24) hours of notice of the opportunity, the extra duty opportunity shall be offered to all officers on the Overtime Distribution List in accordance with the procedure set out in 36.04.

36.04 Procedure:

A. All officers eligible for extra-duty overtime shall be listed on an Overtime Distribution List, with the most senior member of the department on top and the least senior member on the bottom.

B. The extra-duty assignment communications will be distributed via e-mail to department e-mail addresses and/or cellular phone text message addresses from a designated department e-mail address, currently titled "OT Desk."

C. Upon determining there is a need to fill an extra-duty assignment, the extra-duty assignment will be distributed to all officers on the Overtime Distribution List, via e-mail and/or text message from the designated department e-mail address (*OT DESK*). Any officers interested in working the extra-duty assignment

must respond before the specified deadline. The extra-duty assignment will then be distributed to the highest available position on the Overtime Distribution List. The officer will be notified via e-mail or text message he/she has been given the assignment. The officer must acknowledge the assignment before the specified deadline. The acknowledgment deadlines will depend upon the available time for communication, as follows:

D. For extra-duty assignments more than seven (7) days out, notification from the designated department e-mail address will be made by e-mail and/or text with 48-hours to respond. The designated department e-mail address will notify the officer of the extra-duty assignment within 8-hours of the response deadline. The officer must acknowledge the assignment within 24-hours. If the officer does not acknowledge the assignment by the response deadline, the extra-duty assignment will be given to the next eligible officer from the response list.

E. For extra-duty assignments three (3) to seven (7) days out, notification from the designated department e-mail address will be made by e-mail and/or text with 24-hours to respond. The designated department e-mail address will notify the officer of the extra-duty assignment within 8-hours of the response deadline. The officer must acknowledge the assignment within 24-hours. If the officer does not acknowledge the assignment by the response deadline, the extra-duty assignment will be given to the next eligible officer from the response list.

F. For extra-duty assignments one (1) to three (3) days out, notification from the designated department e-mail address will be made by e-mail and/or text with 2-hours to respond. The designated department e-mail address will notify the officer of the extra-duty assignment via direct communication within 2-hours of the response deadline. If direct communication is not possible (officer does not immediately answer phone, e-mail or text), the extra-duty assignment will be given to the next eligible officer from the response list.

G. Officers not assigned an extra-duty assignment will maintain their position on the Overtime Distribution List, regardless of their response or lack of response.

H. When an officer is awarded an extra-duty assignment, the officer will not be awarded another extra-duty assignment until all officers next on the list have by-passed (i.e. did not respond to) the extra-duty assignment opportunity.

I. The Overtime Distribution List will maintain six (6) columns of eligibility.

36.05 Emergencies. In any emergency situation, the department may fill any extra-duty assignment through any method. For purposes of this Article, emergency situation means any situation where the extra duty assignment arises with less than 24-hours of notice or between the hours of 3:00 p.m. on Friday and 7:00 a.m. on Monday, including holidays adjacent to the weekend. The extra-duty assignment will be noted on the Overtime Distribution List.

ARTICLE 37
CALL BACK, REPORTING AND STANDBY PAY

37.01 In the event an employee reports for work on his regular shift without previously have 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.

37.02 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 one and one-half (1 1/2) times their regular rate of pay. The two-hour minimum shall not apply, however, to an employee who is called in to begin work prior to the start of his shift and works continuously into his shift; provided the City work permits him to work his regular scheduled shift for that day. In this situation, the employee will only be paid overtime for any hours worked in excess of their normally scheduled shift.

37.03 The Department may make standby arrangements with employees. Any employee on standby shall keep them self available for immediate service should the need arise. They shall give the Department a telephone number in the Rapid City area where they can be reached and be ready to call to service. The employee is not required to remain at home. Standby will be rotated among qualified employees.

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

Any employee required to stand by on orders from the Department shall receive for each such assignment one and one-half (1 1/2) hours for each week day at his straight time rate of pay, and two and one-half (2 1/2) hours straight time pay additional for each holiday, Saturday or Sunday he is assigned such duty.

Hours paid for standby shall not be counted towards overtime; but if an employee is called to work, he shall be paid overtime for hours actually worked.

37.04 Nothing in this provision prevents members of the bargaining unit within the work groups from initiating informal availability schedules, but if an employee is not formally put on call and does not respond or is otherwise unavailable pursuant to an informal availability schedule they cannot be disciplined.

ARTICLE 38
DISCIPLINE AND DISCHARGE

38.01 The City has the right to impose discipline upon employees for violations of the City's work rules, or for conduct that is detrimental to the Department or the City. The City shall only impose discipline for cause. Discipline may include discharge of an employee.

38.02 All employees shall be afforded a reasonable opportunity to have a Bargaining Unit representative present at all intra-departmental interviews of a non-criminal nature from which discipline may result. Bargaining Unit employees will 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, that in the event it is later determined under the provisions of this Agreement that such a suspension or discharge was without just cause, such employee will be paid for any scheduled shifts the employee missed at the employee's regular rate of pay. This provision shall not limit the remedies available at law to an employee.

38.03 In all cases of discharge or disciplinary suspension, an informal hearing shall be held within seven (7) calendar days of the discharge or suspension. During the informal hearing, an employee or their representative may offer evidence and arguments in their behalf. The results of the hearing will be reduced to writing and furnished to the employee and his representative within seven (7) calendar days of the hearing.

38.04 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, counting from the time of delivery of the written decision.

38.05 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 received unemployment compensation payments.

38.06 In all cases of written disciplinary action, the employee and the Bargaining Unit President shall be advised in writing of the action without undue delay, unless the employee being disciplined specifically requests that the Bargaining Unit not be notified.

ARTICLE 39
SAVINGS AND SEVERABILITY CLAUSE

39.01 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 or regulations, the provisions hereof involved shall remain in effect until a court of competent jurisdiction, or other authority having jurisdiction in the matter settles the dispute.

ARTICLE 40
CANINE UNIT

40.01 Effective May 7, 2004, the City of Rapid City Police Department created the Canine Unit.

40.02 Management will assign officers to the canine unit based on the procedures defined in Article 7. Prior to assignment to the canine unit, officers selected through the procedures of Article 7 must agree to commit to four (4) years of duty with the canine unit and to not seek a transfer or promotion within the Police Department for a like period of time.

40.03 If an officer assigned to the canine unit attempts to seek a transfer or promotion within his four (4) year commitment, Management can refuse such transfer or promotion, without regard to any other provisions of this Agreement. In addition, should an officer assigned to the canine unit voluntarily leave the police department prior to the expiration of his four (4) year commitment, he will be required to reimburse the City for the pro rata cost of his training.

40.04 Management agrees to compensate any employee assigned to the canine unit two (2) hours of overtime per week for off duty care, feeding and maintenance of any dog assigned to that officer.

40.05 Management can change the schedule of any officer assigned to the canine unit with only twenty-four (24) hours notice.

ARTICLE 41
POLICE DEPARTMENT AIRPORT SECURITY EMPLOYEES

The Rapid City Police Department shall employ part-time employees for the purpose of providing security at the Rapid City Regional Airport subject to the following conditions:

1. Police Department Airport Security Employees shall be part-time employees of the Rapid City Police Department who are employed solely for the purpose of providing security at the Rapid City Regional Airport.
2. Police Department Airport Security Employees shall be non-union employees and are not covered under the CBA by and between the City and FOP.
3. Employment of Police Department Airport Security Employees shall in no way affect the number of current Rapid City Police Department FTE positions.
4. Police Department Airport Security Employees shall be certified officers and attend state-mandated training to maintain certification.
5. Police Department Airport Security Employees shall work at least twenty (20) hours per month.
6. In the event no Police Department Airport Security Employees are available for a shift, such shift shall be filled with a sworn officer from the Rapid City Police Department, excluding command staff, and such officer shall be paid an overtime rate if his or her total hours exceed forty (40) hours in a work week in accordance with the Fair Labor Standards Act.

ARTICLE 42
VOLUNTARY DUTY

42.01 In the event that an employee of the bargaining unit volunteers for special duty, the following provisions shall apply:

A. For volunteer duty at the Civic Center or other City owned facility, the employee shall be paid at his regular rate and the hours shall count towards daily and weekly overtime;

B. For volunteer duty at locations not owned by the City, the employee shall be paid at the rate set by the entity conducting the event. The hours worked shall not count towards daily or weekly overtime.

42.02 While working any volunteer duty as a police officer under this Article, all other terms and provisions of this contract shall apply. It is specifically understood and agreed that the employee shall be paid only for the hours actually worked, and no holiday, sick pay, etc., will be paid if the employee is unable to actually perform the work, or for any reason does not actually perform the work.

42.03 For purposes of workers' compensation, volunteers shall be considered benefited employees of the City under this contract at their normal rate of pay, whether they are paid the same rate of pay by the non-city organization. Workers' compensation shall apply if the employee is acting in the course and scope of a law enforcement officer at the time of the injury. An employee under this contract that is working for a private organization and not performing in a law enforcement capacity will not be covered under the City's workers' compensation unless the duty turns into a law enforcement activity.

42.04 It is further agreed that if an employee is required to continue working after the completion of the scheduled hours due to an arrest, apprehension, or investigation, the employee shall come under the regular provisions of the contract including overtime provisions, but shall not be entitled to call-back or reporting pay provisions.

ARTICLE 43
MISCELLANEOUS PROVISIONS

43.01 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 and within the City's jurisdiction shall be considered police action, provided action would have been taken by an officer on active duty if present or available, and provided an emergency exists which would constitute a felony violation, potential felony violation or incident which could involve bodily injury. The employee shall have all of the rights and benefits concerning such action as if he were then on active duty.

43.02 Civil Suits: In the event of a civil suit against an employee arising from the performance of his duties while acting within the scope of his official duties, the City shall provide legal counsel and will indemnify the employee.

43.03 The City will assume financial liability for all monies awarded to claimants to the limits of the City's insurance policy as the result of activities found to be within the scope of such official duties; provided, however, that in situations involving unlawful or malicious actions, willful misconduct, or gross and wanton negligence by the employee, the City shall not be liable for payment of damages. The City will also provide general liability coverage to include uninsured and underinsured auto liability coverage.

ARTICLE 44
DURATION OF AGREEMENT

44.01 This Agreement shall remain in full force and effect commencing at 12:00 a.m., on the first day of January 2014 and shall continue in full force and effect until 11:59 p.m. on the 31st day of December 2016.

44.02 On or before April 1, 2016, either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor Agreement.

If no new agreement is in place by January 1, 2017, the terms of this contract shall remain in full force and effect until a new agreement is in place.

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Dated at Rapid City, South Dakota, this 13th day of May, 2013.

FRATERNAL ORDER OF POLICE
SOUTH DAKOTA BARGAINING UNIT #2A

BY: _____
President

CITY OF RAPID CITY

_____
Sam Kooiker, Mayor

ATTEST:

_____
Pauline Sumption, Finance Officer

(SEAL)

APPENDIX A
WAGE SCALE

The parties have agreed to a three year wage plan. The term will begin on January 1, 2014 and terminate December 31, 2016. Wage adjustments are to be considered on January 1 and July 1 of each of the three years of the contract term.

For the year 2014, there will be a 5% matrix increase on January 1st. On July 1, 2014, a 1.25% step increase will be given to each employee.

January 1st of 2015 and 2016 a step increase will be given to each employee in the Bargaining Unit. The step increase will be given equivalent to a 2.5% increase for those employees that are between steps A and II on the FOP pay matrix as of those dates. Those employees located between steps between J and R on the FOP pay matrix as of those dates will be given a step increase equivalent to 1.25%. Employees at the end of the scale will not receive a step increase.

July 1st of 2015 and 2016 a cost of living adjustment will be given based on the Consumer Price Index Urban Consumers (CPI-U, Midwest Urban Region), and the City of Rapid City sales tax revenues from the previous calendar year. The cost of living adjustment will be given by adjusting the FOP pay matrix by the appropriate amount with a maximum increase of 2.5%. The following formula will be used to determine if there will be a matrix adjustment and the amount of the adjustment:

If sales tax (based upon accrual) growth is less than 2.0%, no matrix adjustment;

If sales tax (based upon accrual) growth is at least 2.0%, but less than 3.0%, the matrix will be multiplied by 25% of the previous calendar year CPI-U

If sales tax (based upon accrual) growth is at least 3.0%, but less than 4.0%, the matrix will be multiplied by 50% of the previous calendar year CPI-U

If sales tax (based upon accrual) growth is at least 4.0%, but less than 5.0%, the matrix will be multiplied by 75% of the previous calendar year CPI-U

If sales tax (based upon accrual) growth is at least 5.0%, the matrix will be multiplied by 100% of the previous calendar year CPI-U.

FOP WAGE SCALE EFFECTIVE JANUARY 1, 2014

An actual wage scale will be provided to the Union and attached to the contract prior to January 1, 2014. The wage scale will be updated as it changes over the term of the contract. The current wage scales for the City, including the FOP wage scale, are also available on the City's website at: http://www.rcgov.org/Human-Resources/compensation-scale.html.

APPENDIX B
FOP POSITIONS

Sworn Positions	Grade
Sergeant	20
Detective	18
Senior Police Officer	18
Police Officer	16

Non-Sworn Positions	Grade
Forensic Examiner II	19
Forensic Examiner I	18
Media Specialist	18
License Compliance Inspector	14
Police Purchasing Specialist	14
Evidence Specialist II	13
Police Support Technician Supervisor	13
Traffic Crash Re-constructionist	13
Traffic Crash Investigator	12
Accounting Clerk II	11
Evidence Specialist I	11
Police Support Technician	11
Clerk – Police	10
Parking Enforcement Officer	09

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