

**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, 2022 TO DECEMBER 31, 2024
(POLICE DEPARTMENT BARGAINING UNIT)**

Table of Contents

RECOGNITION	5
MANAGEMENT RIGHTS	5
BARGAINING UNIT STATUS AND RIGHTS	6
DUES	7
COMMITTEE FOR LABOR-MANAGEMENT COOPERATION	8
GRIEVANCE AND APPEALS PROCEDURE.....	9
NO STRIKE OR LOCKOUT	10
PROBATION & SENIORITY	11
LAYOFF PROCEDURE	12
JOB POSTINGS	12
PROMOTIONS.....	13
HOURS OF WORK.....	16
SHIFT BID PROCESS	16
PART-TIME EMPLOYEES.....	17
REST PERIODS, MEAL PERIODS, AND MILEAGE	18
UNIFORMS, POLICE EQUIPMENT AND RULES	19
WORK RULES.....	20
WELLNESS EXAMINATIONS	20
MAINTAINING PROFICIENCY IN FIREARMS.....	21
ANNUAL LEAVE.....	22
HOLIDAYS	23
SICK LEAVE	24
FUNERAL LEAVE	25
SHORT TERM DISABILITY PLAN	26
WORKERS' COMPENSATION	27
FAMILY AND MEDICAL LEAVE ACT	27
TEMPORARY DUTY PLAN	27
JURY DUTY AND COURT LEAVE	28
MILITARY LEAVE.....	28
LEAVES FOR LEGITIMATE PERSONAL REASONS	29
INSURANCE BENEFITS	30
RETIREMENT/DEATH/DISABILITY BENEFITS	30
WAGES AND RATES OF PAY	32
EDUCATION AND EDUCATION LOAN PROGRAM	33
TRAVEL FOR TRAINING.....	33
OVERTIME AND PREMIUM PAY.....	34
OVERTIME DISTRIBUTION.....	35
CALL BACK, REPORTING AND STANDBY PAY	37
DISCIPLINE AND DISCHARGE	37
SAVINGS AND SEVERABILITY CLAUSE	38
CANINE UNIT	38
POLICE DEPARTMENT AIRPORT SECURITY EMPLOYEES	39
VOLUNTARY DUTY.....	39

MISCELLANEOUS PROVISIONS..... 40
DURATION OF AGREEMENT 41
APPENDIX A..... 42
 WAGE SCALE..... 42
APPENDIX B 43
 FOP POSITIONS..... 43
APPENDIX C 44
Annual Physical Exam..... 44

AGREEMENT

THIS AGREEMENT, made and entered into as of the first day of January, 2022, 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, part-time Professional Services employees, temporary employees and all salaried professional services positions.

1.02 Part-time sworn employees are employees of the Police Department who customarily work less than 40 hours per week.

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;
- C. 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 subcontract. 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 Bargaining Unit 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;

- D. To transfer, promote, or demote employees, or to terminate or otherwise relieve officers and/or other covered employees from duty for just cause, and to lay off employees due to lack of work or funds;
- E. To recruit, select, and determine the number and types of employees required;
- F. To establish basic and in-service training programs and requirements for officers and employees;
- G. 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 procedure.

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 Agreement 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.

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 set out in this Agreement.

3.03 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.

3.04 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 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.

3.05 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.

3.06 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.

3.07 Inter-office Mail, and E-mail.

- A. The Bargaining Unit shall have reasonable use of the existing inter-office mail service for the official business of the Bargaining Unit. 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.
- B. The Bargaining Unit shall have reasonable use of the City's e-mail system for the official business of the Bargaining Unit. 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.

ARTICLE 4
DUES

4.01 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 for such deduction. Such authorization shall be valid for the term of this Agreement, unless revoked by the employee. If an employee wishes to revoke his authorization to withhold union dues, a written request to do so must be presented to the City during the month of November on the form provided by the City's Human Resources Department. The revocation of the employee's authorization will become effective on January 1st of the following year.

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

4.03 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.

4.04 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.

4.05 Should the Bargaining Unit increase the monthly dues, the authorization provided for in Section 4.01 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.

4.06 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.

ARTICLE 5 COMMITTEE FOR LABOR-MANAGEMENT COOPERATION

5.01 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 other's problems and objectives, more constructive and productive relationships are likely to be created. The parties recognize that often what frequently first appears to be a problem or area of conflict is actually the result of a misunderstanding, which is 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.

5.02 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. 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.

5.03 Notwithstanding the language of Section 5.02, if any employee is not satisfied with the Committee's handling of an otherwise grievable issue, he may file a grievance pursuant to Article 6. The date on which the employee is notified of the Committee's handling of the issue shall be considered the date of the event giving rise to the grievance, for purposes of the deadlines in Article 6.

5.04 Safety The Committee for Labor-Management Cooperation 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 Attorney's Office.

ARTICLE 6 GRIEVANCE AND APPEALS PROCEDURE

6.01 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 Unit's 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 employee, or group of employees shall have the right at any time to present grievances to the City and to have grievances adjusted without the intervention of 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.

6.02 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.

6.03 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, 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 receipt of the notice. The Chief shall submit a written answer to the employee within seven (7) calendar days following the meeting.

6.04 If the employee disagrees with the decision of the Chief, the employee may file within fourteen (14) calendar days of receipt of the Chief's answer a written grievance with the Mayor, which shall be known as Step II. 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.

6.05 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 in accordance with the provisions of State law, subject to either party's right of appeal pursuant to SDCL 1-26.

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

6.07 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 the grievance process.

ARTICLE 7 NO STRIKE OR LOCKOUT

7.01 The City and the Union agree that the grievance procedure provided in this Agreement is adequate to provide fair and final determination of all grievances arising under the terms of this Agreement.

7.02 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.

7.03 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.

7.04 The City may discipline or discharge any employee who engages in the activities identified as a strike in Section 7.02, 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.

7.05 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 8
PROBATION & SENIORITY

8.01 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, 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.

8.02 Certification The City, consistent with the needs of the Department, 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.

8.03 Seniority Both parties are in accord that, along with other considerations, seniority should be a factor in filling vacancies, in promotions, 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 procedure under this Agreement.

8.04 Seniority means the length of continuous service with the Police Department beginning with the latest date of hire. 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.

8.05 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 furnishing of the list or the list and all subsequent lists will be deemed correct for all purposes.

8.06 Seniority will be classified as follows:

- A. All sworn-personnel;
- B. All professional services personnel.

Seniority earned as a professional services employee is applicable to professional services positions only. Seniority earned as a sworn employee is applicable to sworn positions only.

- 8.07 Termination of Seniority Seniority shall terminate when an employee:
- A. Resigns or voluntarily 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).

8.08 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.

ARTICLE 9 LAYOFF PROCEDURE

9.01 Layoff A layoff is the separation of any employee from the Department for lack of work, 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 8.03 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.

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

ARTICLE 10 JOB POSTINGS

10.01 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 8.03 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.

10.02 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. professional services).

10.03 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.

10.04 The provisions of this Article shall only apply to Bargaining Unit positions.

10.05 Employees of the City who were employed as parking enforcement officers and were members of the bargaining unit as of September 1, 2021, shall be treated as if they are still members of the bargaining unit for purposes of any job postings covered by this contract. For purposes of applying and being considered for any job openings within the bargaining unit, their seniority will be based on the original date of their membership in the bargaining unit. This benefit will cease if any employee covered by this provision leaves their employment with the City, or if they leave parking enforcement to take another position within the City which is outside of the bargaining unit.

ARTICLE 11 PROMOTIONS

11.01 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 after advertisement of the fact, including 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.

11.02 Promotion to Sergeant

- A. 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 Article.
- B. Service Requirements The position of Sergeant requires a minimum of four (4) years' experience with the Rapid City Police Department. The experience with other agencies must have been of a similar nature, as determined by the City. A person shall not be eligible for promotion, regardless of prior service, except upon completion of the probationary period established by this Agreement and the South Dakota State Law Enforcement Standards and Training Commission certification.
- C. 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.

- D. Life of the Lists Each eligibility list will be in force for a maximum period of one year.
- E. Notice All personnel who are eligible for promotion under this Article will be notified in writing of their eligibility, and of the date, time, and place of the initial testing. In the event of a change of date of the testing, the new date will be a minimum of seven (7) calendar days after the initial testing date to allow employees an opportunity to accommodate the new date. Notice to eligible personnel of 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.
- F. Selection Procedure The selection procedure will consist of the following categories:
1. Written Examination;
 2. In-Basket Exercise;
 3. Essay Questions;
 4. Performance Evaluations;
 5. Education;
 6. Seniority and Experience;
 7. Oral Interview.
- Any of the categories may consist of several parts.
- G. 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.
- H. Candidates shall be notified of their standing in each category at the conclusion of all testing.
- I. 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.
- J. 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 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. Professional services employees who are promoted are not required to serve an additional probationary period.

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

11.04 Prior to each interview session, the Chief of Police shall appoint an oral interview board consisting of not less than five (5) members, including at least one (1) woman.

11.05 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.

11.06. Promotion to Senior Officer, Detective, School Liaison Officer, or Canine Officer

- A. A sworn employee who reaches seven years of sworn experience in the Rapid City Police Department is eligible to test for Senior Officer. The Training Administer will notify the employee of their eligibility in writing, as well as the date, time, and place of the test.
- B. Any employee applying for Detective, School Liaison Officer, or Canine Officer shall successfully complete the Senior Officer test with a score of at least 75% to become eligible to interview for said positions.
- C. Any Officer who successfully completes the Sergeant promotional test with a score of 75% will not have to take the Senior Officer test at their 7-year mark to qualify for any Grade 18 promotions.
- D. An employee who is re-assigned as a 2-year Temporary Detective or a School Liaison Officer prior to reaching seven years of service, and returns to Field Services as a Patrol Officer prior to reaching seven years of service, will have their pay grade returned to the appropriate pay grade for their years of service. These specific employees will be exempt from taking the Senior Officer test when they reach seven years of service, as they already completed the test by being previously re-assigned.

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

11.08 Placement on Wage Scale after Promotion Police Officers promoted to Police Officer II will be placed on the wage scale on a step within the appropriate grade that provides the closest to a two and one half percent (2.5%) increase in pay, but shall not be placed in the new grade at more than two steps below their step in the previous grade.

Police Officers II who are promoted to a Grade 18 position will be placed on the wage scale on a step within the appropriate grade that provides the closest to a two and one half percent (2.5%) increase in pay, but shall not be placed in the new grade at more than two steps below their step in the previous grade.

Grade 18 Officers promoted to Sergeant will be placed on the wage scale at a step 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 II promoted to Sergeant will be placed on the wage scale at a range that provides the closest to a ten percent (10%) increase in pay, but shall not be placed in the new grade at more than two steps 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.

ARTICLE 12
HOURS OF WORK

12.01 Regular scheduled hours of work for full-time employees 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. 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 or normal shift rotation. The day on which the employee's regular shift commences shall be considered the work day.

12.02 A regular schedule of hours and days of work for all employees shall be established. 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, events 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.

12.03 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.

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.

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

12.05 The work week shall be from 12:00 a.m. Sunday to 11:59 p.m. the Saturday following for all employees.

12.06 Shift Differential Pay The \$.60 shift differential will apply to shifts including at least four (4) hours between 10:00 p.m. and 6:00 a.m. and will be paid for the entirety of the shift.

ARTICLE 13
SHIFT BID PROCESS

13.01 The City agrees that the assignment of personnel to shifts in the Field Services Division will occur through a bidding process based on seniority. The City agrees that there will be no more than three (3) shift bids per calendar year and that no shift schedule will be longer than six (6) months. The first shift bid will occur on or before April 1st of each year. In the case of an emergency which results in an inability for the Field Services Division to provide sufficient community coverage, City management may bid for a new shift schedule. Management reserves the right to make immediate changes to the officer shifts pursuant to Article 2 of this Agreement if doing so is necessary to provide sufficient manpower to staff the existing shifts until a new

shift can be bid. For efficiency, Management may bid an alternative schedule to be used in case of a staffing emergency concurrently with the shift bid on April 1st. If an alternative shift bid is implemented, it will remain in effect until the next regularly scheduled shift bid, unless Management and the Bargaining Unit agree to implement a new shift schedule or accelerate the time for the next shift bid. It is hereby agreed that if the City desires to change the manner in which Field Services Division employees are assigned to shifts, except in the case of a temporary emergency, the City shall give written notice of such changes 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 the chain of command, to allow employees 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.

13.02 Bidding Process Prior to a new shift bid, the commander of the Field Services Division, or his designee, shall contact the employees within the division and give them instructions on how to submit their bids. After the bids have been submitted, the Field Services Division Commander shall assign the employees to shifts. When assigning employees to shifts, 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 the assignments. Once the assignments are made, the Field Services Division Commander shall notify all affected employees as to their assignment. The following categories shall constitute needs of the Department sufficient to overcome seniority:

- A. Requests or recommendations received from the affected officers or supervisors;
- B. Special enforcement needs such as festivals, parades, or other special events;
- C. Balance of experienced officers on each shift;
- D. Balance of members of specialized units;
- E. Balance of Police Training Officers; or
- F. Current discipline of any officer.

If the Department asserts any of the preceding reasons for overriding seniority, it shall provide written notice of such to the Union prior to finalizing shift assignments.

13.03 If an employee has the seniority to be placed on his preferred shift but is assigned to an alternate shift based on 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 Section. This does not apply if you are placed on your preferred shift without your preferred days off.

13.04 Shift bid allows an officer to bid their preferred shift and days off based on seniority. It is not mandatory for officers to attend since alternative means are provided for shift bid preferences by the Field Services Division Commander. Attending the shift bid process is not considered work and officers who attend are not eligible for OT or premium pay.

ARTICLE 14 PART-TIME EMPLOYEES

14.01 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.

14.02 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.

14.03 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.

14.04 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 whose position is to be filled with a full-time employee shall have the right to return to full-time status.

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

14.06 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.

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

14.08 A current employee who requests and is approved for a part-time schedule shall have their seniority frozen as 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 15 **REST PERIODS, MEAL PERIODS, AND MILEAGE**

15.01 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, who 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.

15.02 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.

15.03 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.

15.04 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 16 UNIFORMS, POLICE EQUIPMENT AND RULES

16.01 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.

16.02 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.

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

16.04 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, 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.

16.05 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.

16.06 The sufficiency of the police and personal safety equipment furnished by the City shall not be subject to the grievance procedure, but shall be the subject of discussions in the Committee for Labor-Management Cooperation.

16.07 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.

16.08 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.

ARTICLE 17
WORK RULES

17.01 Work Rules Whenever the City shall adopt work rules governing 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.

17.02 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.

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

ARTICLE 18
WELLNESS EXAMINATIONS

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

Thereafter, every regular sworn employee shall be examined once a year by a 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. Appendix C contains all the procedures the City agrees to pay for with any physical. Any procedure not on that list shall be the responsibility of the employee. The annual physical shall be pass/fail. An officer not cleared for duty has failed. Any employee who fails 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 second medical physician 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.

18.02 If the employee is not certified fit for duty, the employee may be temporarily assigned in accordance with Section 27.03 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.

18.03 Mental Wellness Examinations for Sworn Officers The Department Psychologist will send every employee an annual mental wellness assessment based on questions from existing, validated measures with the intent of succinctly assessing targeted problematic areas of mental wellness commonly faced by law enforcement employees. This assessment is completed and returned by the employee in a confidential manner to be determined. The Department Psychologist and the employee will confidentially discuss anything identified in the assessment results.

ARTICLE 19 MAINTAINING PROFICIENCY IN FIREARMS

19.01 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 South Dakota Law Enforcement Handgun Qualification Standard (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 12.02. 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 19.02.

19.02 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.

19.03 In the event of a suspension because of Section 19.02, the employee shall be considered for other duties pursuant to Section 27.03 of this Agreement.

ARTICLE 20
ANNUAL LEAVE

20.01 Accrual. All full-time regular employees shall accrue annual leave as shown below.

Length of Employment (Years)	Accrual Rate/Pay Period (Hours)
0-4	3.08
4-13	4.62
13+	6.15

20.02 Maximum Carry-over of Annual Leave A full-time regular employee may carry over annual leave as shown below. 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.

Length of Employment (Years)	Maximum Carryover (Hours)
0-4	120
4-13	160
13+	200

20.03 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. The Chief of Police may defer annual leave as appropriate or require advance scheduling of annual leave to provide for adequate staffing levels and orderly operation of the department, 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 20.02.

20.04 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.

20.05 Use of Sick leave as Annual Leave Any employee who has an accumulation of 240 hours or more of sick leave in any year, will have the option of taking 40 hours of sick leave as "other annual leave". The employee must have at least 240 hours in his sick leave bank at the time the leave is scheduled to be used. If the employee does not have at least 240 hours of sick leave, he can choose to use Annual Leave, or the scheduled time off will be cancelled. These hours will be charged to sick leave on the timesheet and marked as "other annual leave".

20.06 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 submitted 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.

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

20.08 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.

20.09 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 21 HOLIDAYS

21.01 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.

21.02 Whenever any of the foregoing holidays fall on Sunday, the Monday following shall be observed as the holiday, except for sworn personnel and professional services personnel engaged in continuous operations as defined in Section 36.01(D), who shall observe the actual day listed above.

21.03 Whenever any of the foregoing holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday except for sworn personnel and professional services personnel engaged in continuous operations, who shall observe the actual day listed above.

21.04 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.

21.05 An employee (eligible under this Agreement) will receive pay 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.

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

21.07 In order to be eligible to receive holiday pay, an employee must be in active employment.

21.08 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 22 SICK LEAVE

22.01 Each regular employee shall accrue 2.16 hours of sick leave per pay period. Employees shall be eligible to use sick leave after ninety (90) days of employment.

22.02 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.

22.03 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 18. 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.

22.04 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.

22.05 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.

22.06 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. The City may require, at the employee's expense, a doctor's certificate specifying the nature of the family member's illness;
- C. Up to 40 hours 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 sick leave under this provision;
- D. 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.

22.07 Maternity Leave Any employee who has successfully completed her probationary period and gives birth to a child shall be entitled to six weeks paid leave, in addition to any other leave granted under this Agreement.

22.08 Use of Sick Leave as Annual Leave See Section 20.05.

22.09 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 second November payroll.

ARTICLE 23 FUNERAL LEAVE

23.01 Funeral leave of up to three (3) days per funeral shall be granted in case of the death of a spouse, child, stepchild, grandchild, parent, grandparent, spouse's parent or grandparent, step-parent, spouse of an adult child, or sibling. Additionally, if an employee serves as pallbearer for someone other than the relations listed in this Section, he shall be entitled to up to twelve (12) hours of funeral leave per calendar year. Such leave shall be paid at the employee's regular rate of pay.

23.02 Any additional time required to attend a funeral may be taken as annual leave.

ARTICLE 24
SHORT TERM DISABILITY PLAN

24.01 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 short-term disability leave hours.

24.02 Each regular employee shall accrue 2.16 hours of short-term disability leave per pay period. Employees shall be eligible to use short-term disability leave after ninety (90) days of employment.

24.03 An employee shall become eligible for benefits under the City's Short-Term Disability Plan when his own illness or injury causes him to be absent for three or more consecutive days. The employee shall be required to use either sick leave, vacation leave, or personal holiday for these first three days, before becoming eligible for short-term disability leave. If the employee has no paid leaves available, he may use unpaid leave for three days, and shall then be eligible for short-term disability leave.

24.04 An employee may use any accrued short-term disability leave as a storm day benefit under the following terms and conditions:

- A. Use of accrued short-term disability 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 short-term disability leave will not be granted to those employees who are required to report to work by their Supervisor 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 short-term disability 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 short-term disability 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 short-term disability 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.

ARTICLE 25
WORKERS' COMPENSATION

25.01 An employee who suffers a work-related injury shall receive his regular pay as of the date of injury, until he either returns to work, or his workers' compensation claim is settled or otherwise closed. The employee shall not be required to use paid leave until workers' compensation payments begin, or to supplement workers' compensation payments.

ARTICLE 26
FAMILY AND MEDICAL LEAVE ACT

26.01 The City shall comply with the Family and Medical Leave Act (FMLA). An employee should contact the City's Human Resources Department to determine eligibility as soon as possible.

26.02 An employee taking FMLA leave will be required to use all paid sick leave, all paid short-term disability leave if eligible, and all but 40 hours of annual leave before going on unpaid status.

ARTICLE 27
TEMPORARY DUTY PLAN

27.01 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.

27.02 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.

27.03 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.

27.04 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.

27.05 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 28
JURY DUTY AND COURT LEAVE

28.01 An employee called for jury duty, or to appear in any court hearing or other legal proceeding as a result of his employment by the City and during his scheduled shift, shall be compensated for such time at his regular rate of pay. 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.

28.02 Any witness fees or jury pay shall be signed over to the City. However, if an employee is required to report beyond his normal work hours, he may keep any fees or payment from those hours for which the City is not paying him.

28.03 A night shift employee shall be allowed to temporarily transfer to a day shift to accommodate jury duty or other legal proceedings.

28.04 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 29
MILITARY LEAVE

29.01 The City shall comply with the Uniformed Services Employment and Reemployment Rights Act of 1994, as it may be amended (USERRA). Any employee taking military leave under this Article should notify the City's Human Resources Department as soon as possible, to make sure all legal requirements are met.

29.02 An employee who has completed his probationary period and is a member of any Reserve Component of the Armed Forces shall be entitled for a paid annual leave of absence, not to exceed fifteen (15) days, to receive military training with the Armed Forces of the United States. An employee taking such leave shall:

- A. Give the City ten (10) days' notice prior to the time of departure;
- B. Satisfactorily complete the requirements of the training; and
- C. Return to his City position as soon as practicable upon being relieved from military service, unless prevented from doing so by physical or mental disability resulting from such service, or unless required to continue in military service beyond the time limit for such leave.

ARTICLE 30
LEAVES FOR LEGITIMATE PERSONAL REASONS

30.01 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.

30.02 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, nor fringe benefits. If the employee is granted personal leave for medical reasons, seniority shall continue to accrue.

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

30.04 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.

30.05 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.

30.06 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.

30.07 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.

30.08 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 31
INSURANCE BENEFITS

31.01 Health Care Plan Employee health care benefits shall be governed by the City's Healthcare Committee. The Bargaining Unit currently has two (2) voting positions, and shall continue to hold proportional representation on the Committee. The City agrees not to expand the voting membership of the Healthcare Committee in 2021.

31.02 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.

31.03 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.

31.04 A group dental plan is provided for all employees covered by this Agreement with the employee contributing the full premium.

ARTICLE 32
RETIREMENT/DEATH/DISABILITY BENEFITS

32.01 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.

32.02 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.

32.03 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.

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.

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

32.04 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.

32.05 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.

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

32.06 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:

- A. 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.
- B. 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.
- C. 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.

32.07 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.

The maximum benefit shall equal fifty percent (50%) of all accumulated hours of sick leave and short-term disability 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	42% at 57 years old
29% at 53 years old	45% at 58 years old
32% at 54 years old	48% at 59 years old
35% at 55 years old	50% at 60+
38% at 56 years old	

This section shall survive the termination or expiration of this Agreement.

ARTICLE 33
WAGES AND RATES OF PAY

33.01 Pay rates for the term of this Agreement shall be as expressed in Appendix “A” and shall be considered the minimum pay, except as hereinafter provided.

33.02 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 Committee for Labor-Management Cooperation 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.

33.03 Any employee temporarily assigned to work as a supervisor shall be paid 10% above their pay with approval from the Chief, or his designee, 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.

33.04 An employee may be temporarily assigned to work in a lower paid classification for non-disciplinary purposes without reduction in pay.

33.05 Increases within Grades The rates specified in the wage scale 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 section are subject to the grievance procedure.

33.06 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 steps 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.

33.07 Employees shall be paid every other week. The employee shall be furnished with a statement showing the hours worked in the pay period and all deductions from gross pay.

33.08 Sworn Personnel and Traffic Crash Investigators assigned to the Police Training Officer Program will receive an additional \$2.00 per hour on their regular rate of pay for the time period they are assigned to a police trainee.

ARTICLE 34
EDUCATION AND EDUCATION LOAN PROGRAM

34.01 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.

34.02 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.

34.03 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 8 to be eligible for the loan. The City of Rapid City will make payment directly to the institution and/or bookstore.

34.04 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.

34.05 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.

34.06 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.

34.07 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 35
TRAVEL FOR TRAINING

35.01 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.

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

35.03 Travel pay may also be paid for non-mandatory travel to schooling, seminars, and other similar training. Any travel under this provision must be first approved by the Chief or their designee.

ARTICLE 36 OVERTIME AND PREMIUM PAY

36.01 Overtime will be calculated at one and one-half (1 1/2) times the employee's regular hourly rate of pay and 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.

36.02 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.

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

36.04 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 37 OVERTIME DISTRIBUTION

37.01 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.

37.02 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.

37.03 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 37.04.

37.04 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: For extra-duty assignments more than seven (7) days out, notification from the designated department e-mail address will be 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. For extra-duty assignments three (3) to seven (7) days out, notification from the designated department e-mail address will be made 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. For extra-duty assignments one (1) to three (3) days out, notification from the designated department e-mail address will be made 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.
- D. Officers not assigned an extra-duty assignment will maintain their position on the Overtime Distribution List, regardless of their response or lack of response.
- E. 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.
- F. The Overtime Distribution List will maintain six (6) columns of eligibility, representing six (6) opportunities for overtime before the list resets.

37.05 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.

ARTICLE 38
CALL BACK, REPORTING AND STANDBY PAY

38.01 In the event an employee reporting for their regularly scheduled shift is sent home due to lack of work, the employee shall be paid for four (4) hours of work at their regular straight time rate of pay. It is understood if the City cannot use an employee in the employee's regular capacity, it may avail itself of the employee's services for the above mentioned period in any capacity. Employees shall keep the City advised at all times of addresses and telephone numbers where they may be notified.

38.02 Any employee who is called in to work outside of their regular shift or schedule shall receive overtime for all hours worked outside of their normal shift or schedule. Any employee called in to work outside their normal shift or schedule shall be paid for at least two (2) hours of work at the overtime rate of one and one-half (1 1/2) times their regular rate of pay whether or not they were required to work the full two (2) hours. The two-hour minimum shall not apply, however, to an employee who is called in to begin work prior to the start of their shift and works continuously into their shift; provided the City work permits the employee to work their 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.

38.03 The Department may make standby arrangements with employees. Any employee on standby shall be available for immediate service should the need arise. They shall remain in the Rapid City area and give the Department a telephone number where they can be reached and be ready to respond to a call to come in and work. 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 their assigned shift.

Any employee required to stand by on orders from the Department shall be paid for one and one-half (1 1/2) hours for each weekday at their straight time rate of pay, and two and one-half (2 1/2) hours straight time pay for each holiday, Saturday or Sunday they are assigned such duty.

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

38.04 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 39
DISCIPLINE AND DISCHARGE

39.01 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.

39.02 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.

39.03 In all cases of discharge or disciplinary suspension without pay, an employee has the option to request an informal hearing and it shall be held within seven (7) calendar days prior to the discharge or suspension. At least twenty-four hours prior to such hearing, the employee shall be provided with written notice including any alleged misconduct and that they may be terminated or suspended as a result of the conduct. During the informal hearing, an employee or their representative may offer evidence and arguments on 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.

39.04 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.

39.05 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.

39.06 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 40 SAVINGS AND SEVERABILITY CLAUSE

40.01 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 41 CANINE UNIT

41.01 Management will assign officers to the canine unit based on the procedures defined in Article 8. Prior to assignment to the canine unit, officers selected through the procedures of Article 8 must agree to commit to three (3) years of duty with the canine unit.

41.02 If an officer assigned to the canine unit attempts to achieve a transfer or promotion within his three (3) 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 three (3) year commitment, he will be required to reimburse the City for the pro rata cost of his training.

41.03 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.

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

ARTICLE 42
POLICE DEPARTMENT AIRPORT SECURITY EMPLOYEES

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

- A. Employment of part-time Police Department Airport Security Employees shall in no way affect the number of current Rapid City Police Department FTE positions
- B. Airport shifts may also be filled with a full-time sworn officer from the Rapid City Police Department, excluding command staff, and such officer shall be paid an overtime as set out in Article 36.
- C. Part-time officers working at the airport shall be paid an overtime rate of 1.5 times their regular Rate of pay in any of the following situations:
 - 1. Any hours over 12 worked in one shift;
 - 2. Any hours over 40 in one week; and
 - 3. Any holiday hours worked.

Additionally, any part-time officer working at the airport will be paid a double time rate for any hours over 16 worked in one shift.

ARTICLE 43
VOLUNTARY DUTY

43.01 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.

43.02 While working any volunteer duty as a police officer under this Article, all other terms and provisions of this Agreement 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.

43.03 For purposes of workers' compensation, volunteers shall be considered benefited employees of the City under this Agreement 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 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.

43.04 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 Agreement including overtime provisions, but shall not be entitled to call-back or reporting pay provisions.

ARTICLE 44 MISCELLANEOUS PROVISIONS

44.01 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.

44.02 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.

44.03 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 45
DURATION OF AGREEMENT

45.01 This Agreement shall remain in full force and effect commencing at 12:00 a.m., on the first day of January 2022 and shall continue in full force and effect until 11:59 p.m. on the 31st day of December 2024.

45.02 On or before April 1, 2024, 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, 2025, the terms of this Agreement shall remain in full force and effect until a new agreement is in place.

Dated at Rapid City, South Dakota, this _____ day of _____, 2021.

FRATERNAL ORDER OF POLICE
SOUTH DAKOTA BARGAINING UNIT #2A

CITY OF RAPID CITY

BY

President Brian Pitts

Steve Allender, Mayor

ATTEST

Pauline Sumption, Finance Director

(SEAL)

**APPENDIX A
WAGE SCALE**

The parties have agreed to a three year wage plan. The term will begin January 2, 2022 and terminate December 31, 2024.

Fraternal Order of Police Sworn Members

The wage adjustments on January 2, 2022, will be a ten percent (10%) increase to the pay matrix.

The wage adjustments on January 1, 2023, will be a five percent (5%) increase to the pay matrix.

The wage adjustments on January 1, 2024, will be a one-step increase on the pay matrix, with the exception of those members already at step twelve.

The sworn FOP members will receive a cost-of-living adjustment (COLA) to their pay matrix on July 1, 2022 – 2024. The COLA will be equal to CPI-U, at a maximum of three percent (3%), if the City's prior year sales tax increases by at least three percent (3%).

Fraternal Order of Police Professional Services Members

The wage adjustment on January 2, 2022, will be a five percent (5%) increase to the pay matrix, and reduce the number of steps on the scale to 18 so there is a 2.5% increase between steps. If the member was on a step that no longer exists, they will be moved up one step.

The wage adjustment on January 1, 2023 and 2024 will be a one-step increase, with the exception of those members already at step eighteen.

The Professional Services FOP members will receive a cost of living adjustment (COLA) to their pay matrix on July 1, 2022 – 2024. The COLA will be equal to CPI-U, at a maximum of three percent (3%), if the City's prior year sales tax increases by at least three percent (3%).

FOP WAGE SCALE EFFECTIVE JANUARY 2, 2022

An actual wage scale will be provided to the Union and attached to the Agreement prior to January 1, 2022. The wage scale will be updated as it changes over the term of the Agreement. The current wage scales for the City, including the FOP wage scale, are also available on the City's website at:

<https://www.rcgov.org/departments/human-resources/compensation-scales.html>

**APPENDIX B
FOP POSITIONS**

Sworn Positions	Grade
Sergeant	20
Detective	18
Senior Police Officer	18
Canine Officer	18
Police Officer II	17
Police Officer I	16

Professional Services Positions	Grade
Forensic Examiner II	19
Forensic Examiner I	18
Media Specialist	18
Police Video Evidence Technician II	16
Police Video Evidence Technician I	15
License Compliance Inspector	14
Police Purchasing Specialist	14
Evidence Specialist II	13
Police Support Technician Supervisor	13
Traffic Crash Re-constructionist	13
Community Service Officer	12
Evidence Specialist I	11
Police Support Technician	11

APPENDIX C

Annual Physical Exam

Every employee shall be examined once a year by a physical of the City's choosing. If an employee elects to undergo the annual physical examination by a physician of his or her own choosing, then the employee will be responsible to pay any difference in cost, less the benefits payable under the health insurance.

The purpose of the annual physical exam is to evaluate risks unique to the performance of law enforcement duties and determine if the employee is fit for duty. Any costs outside the scope and contracted annual physical cost are the responsibility of the employee. An example of this can be seen with the detection and diagnoses of an injury, disease, or illness during the annual physical exam that will require additional treatment, or if an employee is deemed unfit for duty due to a medical condition.

Under Preventative Care in the City of Rapid City Group Health Plan, the following components of a routine physical examination per benefit year are covered at 100%.

Annual Physical Contracted Cost and Details:

- Blood Draw: \$5.00
- CMP (Comprehensive Metabolic Panel): \$16.50
- Lipid Panel: \$19.00
- CBC: \$16.50
- Physical: \$125.00
- Total: \$182.00

The following additional tests are NOT 100% covered by the City of Rapid City Group Health Plan, but the RCPD will pay up to the following amounts, if these tests are ordered by your physician as part of your annual physical (note: if you receive your annual physical from the City's recommended physician, the cost for these additional tests will be paid by the City).

- Chest X-Ray: \$48.00
- EKG: \$70.00
- Assay of Lead: \$17;00
- Assay of PSA: \$26.00
- Glycated Hemoglobin (A1C): \$38.00

Additional Information

The CMP panel measures 14 different substances in blood (glucose, calcium, sodium, potassium, carbon dioxide, chloride, albumin, protein, alkaline phosphatase, alanine transaminase, aspartate aminotransferase, bilirubin, blood urea nitrogen, and creatinine). The CPM checks several body functions and processes that include the liver and kidney health, blood sugar levels, blood protein levels, acid and base balance, fluid and electrolyte balance, and metabolism. Abnormal levels in the CMP can indicate a serious health problem.

The Lipid Panel measures total cholesterol, HDL cholesterol, LDL Cholesterol, and triglycerides. Abnormal levels are indicators of heart disease, stroke, and cardiovascular disease.

The CBC (Complete Blood Count) is a group of tests that evaluate the cells circulating in blood. The CBC evaluates overall health and detects a variety of diseases and conditions, such as infections, anemia and leukemia.

PSA (Prostate Specific Antigen) is a protein produced primarily by cells in the prostate. The PSA test assists in screening for prostate cancer.

The Assay of Lead determines the concentration of lead in the blood. All firearms instructors are tested for lead concentrations.

The Glycated Hemoglobin test tells you your average level of blood sugar, and is used for individuals with diabetes as it is an indicator on how well they are managing their diabetes.

The Chest X-Ray is usually performed every 5 years and detects any issues with the heart and lungs.

The EKG shows if your heart is beating at a normal rate and strength. This exam is generally performed every 3-5 years.

Physical Exam:

- Discuss patient history and any concerns;
- Blood pressure, heart rate, respiration, and temperature are checked;
- Head and neck exam that checks tonsils, sinuses, eyes, and lymph nodes;
- Abdominal exam to detect liver size and abdominal fluid;
- Neurological exam that checks nerves, muscle strength, and reflexes;
- Dermatological exam of the skin and body;
- Hernia exam (male);
- Prostate exam (male 50 years and older)
- Breast exam (female);
- Pelvic exam (female).

INDEX

<p style="text-align: center;">A</p> <p>Airport Security Employees39</p> <p>Annual Leave22</p> <p>Annual Physical Exam44</p> <p style="text-align: center;">B</p> <p>Bargaining Unit Status and Rights6</p> <p style="text-align: center;">C</p> <p>Call Back, Reporting and Standby Pay37</p> <p>CANINE UNIT38</p> <p>Carry-over of Annual Leave22</p> <p>Civil Suits.....40</p> <p>Committee for Labor-Management Cooperation.....8</p> <p style="text-align: center;">D</p> <p>Discipline and Discharge37</p> <p>Dues.....7</p> <p>Duration of Agreement.....41</p> <p style="text-align: center;">E</p> <p>Education and Education Loan Program.....33</p> <p style="text-align: center;">F</p> <p>Family and Medical Leave Act27</p> <p>Firearms.....21</p> <p>FOP Positions43</p> <p>Funeral Leave25</p> <p style="text-align: center;">G</p> <p>Grievance and Appeals Procedure.....9</p> <p style="text-align: center;">H</p> <p>Health Care Plan30</p> <p>Holidays23</p> <p>Hours of Work16</p> <p style="text-align: center;">J</p> <p>Job Postings12</p> <p>Jury Duty and Court Leave.....28</p>	<p style="text-align: center;">L</p> <p>Layoff Procedure 12</p> <p>Leaves for Legitimate Personal Reasons 29</p> <p style="text-align: center;">M</p> <p>Management Rights 5</p> <p>Maternity Leave 25</p> <p>Mental Wellness Examinations 21</p> <p>Military Leave..... 28</p> <p style="text-align: center;">N</p> <p>No Strike or Lockout..... 10</p> <p style="text-align: center;">O</p> <p>Off-Duty Rights and Responsibility..... 40</p> <p>Overtime and Premium Pay 34</p> <p>Overtime Distribution 35</p> <p style="text-align: center;">P</p> <p>Part-time Employees 17</p> <p>Physical Examinations 20</p> <p>Placement on Wage Scale after Promotion 15</p> <p>Probation..... 11</p> <p>Promotions..... 13</p> <p style="text-align: center;">R</p> <p>Recognition 5</p> <p>Rest Periods, Meal Periods, and Mileage 18</p> <p>Retirement/Death/Disability Benefits..... 30</p> <p style="text-align: center;">S</p> <p>Savings and Severability Clause..... 38</p> <p>Seniority 11</p> <p>Shift Bid Process 16</p> <p>Shift Differential Pay 16</p> <p>Short Term Disability Plan 26</p> <p>Sick Leave 24</p> <p>Sick Leave as Annual Leave22</p> <p>Stewards..... 6</p>
--	---

T

Temporary Duty Plan27
Termination of Seniority12
Travel for Training33

U

Uniforms, Police Equipment and Rules.....19

V

Voluntary Duty 39

W

Wage Scale 42
Wages and Rates of Pay 32
Work Rules 20
Workers' Compensation..... 27