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# **Non-Union Employee Guide**

**Updated January 2022**

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**Table of Contents**

Introduction ..... 3  
Disclaimers ..... 4  
Definitions ..... 5  
Vacation Leave ..... 6  
Holidays ..... 7  
Personal Holiday ..... 8  
Sick Leave ..... 8  
Short-Term Disability Plan ..... 9  
Workers' Compensation..... 9  
Snow Day ..... 10  
Bereavement Leave ..... 10  
Jury and Court Appearance Leave..... 10  
Military Leave ..... 10  
Personal Leave Without Pay ..... 11  
Compensation ..... 11  
Flex Time ..... 12  
Hours of Work ..... 12  
Special Death, Disability or Retirement Benefit ..... 12  
Retirement Insurance Benefits Plan ..... 13  
Health Insurance Contribution for Medical Disability ..... 14  
Dispute Resolution Procedure ..... 15  
Acknowledgement and Receipt ..... 16

## **Introduction**

### **A Warm Welcome to Existing and New Employees**

The City of Rapid City welcomes you as an employee. The City desires that your job will live up to your expectations and that your tenure will be a rewarding one. If you are a current employee, the City sincerely appreciates your valued service. You, the City's employees, are its greatest asset.

Along with other policies and procedures approved by the City, this Non-Union Employee Guide (Guide) outlines the personnel policies and practices in effect at the City. The Guide will be a helpful reference during your association with the City. You are encouraged to freely ask questions of your Supervisor or Manager and Department Director regarding the policies and procedures contained within this Guide. Please also feel free to contact Human Resources with any questions about this Guide, your employment, or benefits.

Our responsibility as representatives of the City of Rapid City is to provide our citizens, business community, and others with service that is courteous, dependable, efficient, and economical. Your role in accomplishing these objectives is very important, and you were selected for your position based on the knowledge, skills, and abilities you possess for performing your job. The City takes pride in delivering excellent customer service, and trusts that you will always do your best to help maintain this high standard.

The City has set very high standards for you and expects you to conduct yourself in a way that reflects favorably on the City and its administration. At the same time, the City is committed to providing you with challenges, appropriate compensation, and benefits to help you reach your goals and objectives.

By working together in this way and by remembering that our first duty is to serve the citizen and the customer, the future of the City of Rapid City will be both productive and prosperous.

Again, welcome, and know you are wished success in your endeavors with the City.

## **Disclaimers**

This Guide is intended to provide general information to the City of Rapid City employees who are not covered by a union contract. All employees who are not members of a collective bargaining unit are at-will employees. The City reserves the right to discipline employees at any time and for any reason, up to and including termination. This Guide in no way implies or constitutes a contract between any employee and the City.

The City reserves the right to change or eliminate any of the information in this Guide at its sole discretion with or without notice. Also, some of the statements in this Guide are general in nature and should not be read as including all the details on the subject discussed.

The information included in this Guide is not an exhaustive list of all employee obligations. In addition to this Guide, employees must also abide by federal and state laws, regulations, and rules, City ordinances, as well as other City-wide or Departmental orders, policies, guidelines, directives, and instructions.

If you have questions about the policies or information in this Guide, please contact Human Resources.

To review a current copy of this Guide, please contact Human Resources or access it on the City's intranet.

## Definitions

At-Will Employment – a non-contractual employment relationship between the employer and the employee, where either party can terminate the relationship without notice, at any time, and for any reason not prohibited by law. All non-union positions, with a few contractual exceptions, with the City of Rapid City are at-will

Continuous Operation – Seven days per week operation

Days – unless specifically noted “working days”, the term “days” shall mean “calendar days”

Department – shall consist of all work units represented by a single Department Director

Department Director – shall mean an employee appointed by and reporting directly to the Mayor who have supervisory authority over an entire City Department; including but not limited to, the City Attorney, Community Development, Finance, Fire, Human Resources, Information Technology, Parks & Recreation, Police, and Public Works, and those that are hired by a board which is appointed by the Mayor, which include the Airport, The Monument, and Library. “Department Director” as used in this Agreement shall include his or her designee

Full-Time Benefited Employee – shall mean an employee who works 40 hours a week and is eligible for City benefits

Part-Time Benefited Employee – shall mean an employee who works at least 30 but less than 40 hours a week and is eligible for the same benefits as a full-time benefited employee, on a prorated basis

Part-Time Non-Benefited Employee – shall mean an employee who works less than 30 hours a week and is not eligible for benefits

Seasonal Employee – shall mean any individual, or individuals, whose term of employment is fixed at the time of hiring and does not exceed a term of six (6) months. A seasonal employee can work an unlimited number of hours during that time period

He/Him – means he/him or she/her

She/Her – means she/her or he/him

## Vacation Leave

1. Eligibility: For the purposes of using vacation leave, non-exempt and exempt employees shall be eligible from their latest date of hire.
2. Accrual: Benefited employees shall be entitled to vacation leave paid at their regular hourly rate of pay. Full-time benefited employees shall accrue vacation leave as shown below (part-time benefited employees shall accrue leave on a prorated basis):

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

Fire Battalion Chiefs who oversee operations accrue vacation at a rate proportionate to a 56 hour per week employee and receive their accrual annually in January. The chart below pertains to Fire Department Battalion Chiefs only.

| Length of Employment (Years) | Accrual Rate/Annually (Hours) |
|------------------------------|-------------------------------|
| 0-4                          | 120                           |
| 4-13                         | 168                           |
| 13+                          | 216                           |

3. The following table shows the maximum amount of vacation leave an employee may carry over each year. Accumulations in excess of this amount will be forfeited on January 1<sup>st</sup>

| Accrual Rate/Pay Period (Hours) | Maximum Carryover (Hours) |
|---------------------------------|---------------------------|
| 3.08                            | 120                       |
| 4.62                            | 160                       |
| 6.15                            | 200                       |

4. Additional Accrual for Exempt Employees: In addition to the accrual established by #2 above, with written Department Director approval, non-union full-time benefited employees who are exempt may accrue an additional 1.54 hours per biweekly pay period, provided:

they are consistently required to work at least six hours per month beyond the normal 173.33 hours per month; and,

the additional accrual will not provide more than a total of 160 hours vacation leave accrual per year;

5. Use of Sick Leave as Vacation Leave: Any employee who accumulates 240 hours or more of sick leave

on any January 1<sup>st</sup> shall have the option of using forty (40) hours of sick leave as vacation leave. These hours shall be entered as sick leave on the employee's time sheet, with a notation of "other vacation leave." Any hours converted to Vacation leave will not be allowed to carryover into the next year.

6. Use of Vacation Leave: Except as otherwise noted, vacation leave will be granted as requested by the employee, 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 immediate Supervisor or Department Director will decide preference in scheduling absences. Those Department Directors responsible for continuous operations may defer or require advanced scheduling of vacation leave as appropriate to provide for adequate staffing levels.
7. Payment for Vacation Leave:
  - a. Employees shall not be allowed to waive vacation leave and receive double pay by working during vacation leave.
  - b. In the event an employee leaves City employment, the employee shall be paid for accrued and unused vacation leave.

## Holidays

1. The following are recognized and observed as holidays by the City of Rapid City (or your particular work unit's holiday schedule if different than below):
  - New Year's Day
  - Good Friday
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veterans Day
  - Thanksgiving Day
  - Friday after Thanksgiving
  - Christmas Day
  - Any other day declared by the City to be a holiday
2. For the purposes of using holiday leave, non-exempt and exempt employees shall be eligible from their latest date of hire.
3. Whenever any of the recognized holidays fall on Sunday, the Monday following the holiday shall be observed as the holiday, except for personnel engaged in continuous operations, who shall observe the actual day listed in paragraph 1 above.
4. Whenever any of the recognized holidays fall on Saturday, the Friday immediately preceding the holiday shall be considered as a holiday, except for personnel engaged in continuous operations, who shall observe the actual day listed in paragraph 1 above.
5. For each recognized holiday on which no work is performed, eligible employees will receive the same number of hours of pay at their regular rate that they would have otherwise been scheduled to work for that day. I.E. an employee is regularly scheduled to work 9 hours on

Mondays, if a recognized City holiday falls on a Monday, that employee would receive 9 hours of regular rate of pay for the holiday.

6. Battalion Chiefs in charge of operations will observe holidays utilizing the “Kelly Days” system. (See IAFF contract for Kelly Days).
7. Any holiday which falls during the employee's regular scheduled work week shall count towards the computation of overtime in the work week.
8. Employees, including those in their probationary period, working any holiday recognized in #1 above shall be paid the premium rate of one and a half (1.5) times their regular rate of pay. Because it has already been compensated at a premium rate, any holiday worked shall not count towards the computation of overtime.

## **Personal Holiday**

1. In addition to the holidays set out in paragraph 1 of this section, each eligible employee shall be granted one personal holiday per calendar year except Public Library employees who shall be granted a total of three (3) personal holidays per calendar year and Solid Waste employees who shall receive three (3) personal holidays per calendar year (as the Library and Solid Waste have their own designated holiday schedules). The Library Board designates Library holidays. Non-union employees at the Police Department do not receive a personal holiday and instead take Native American Day as a paid holiday. Non-union employees at the Police Department may accrue holidays. (See FOP contract for information on accrued holidays).
2. For the purposes of using personal holidays, non-exempt and exempt employees shall be eligible from their latest date of hire.
3. Personal holidays will normally be granted when requested by the employee and will be selected the same as vacation leave. The personal holiday does not need to be used prior to vacation leave. The personal holiday cannot be carried over to the next calendar year. In the event an employee leaves City employment, the employee shall be paid the balance of any unused personal holiday hour(s).

## **Sick Leave**

1. Each regular full-time benefited employee shall accrue 2.16 hours of sick leave per pay period. For the purposes of using sick leave, non-exempt and exempt employees shall be eligible from their latest date of hire. Part-time benefited employees shall accrue a prorated amount of sick leave based on their schedule. Fire Battalion Chiefs in charge of operations shall be allowed and accrue sick leave at the rate of a 56 hour per-week employee.
2. An eligible employee may use available sick leave in the following situations:
  - a. Personal illness or injury;
  - b. Care of an ill or injured parent, spouse, child, or stepchild. The employee's Supervisor or Department Director may require a doctor's statement specifying the nature of the illness which will be the employee's responsibility to provide.



3. In the event of illness, employees must notify their Supervisor as far in advance of commencement of the shift as possible that they will not be reporting to work.
4. Upon request by their Supervisor, an employee may be required to submit a doctor's note or other satisfactory documentation to support the absence and the use of sick leave pay.
5. When an employee resigns or retires from the City after at least five (5) years of service, he shall be paid for one-quarter (1/4) of any remaining sick leave hours at his regular rate of pay, up to 160 hours or \$7500.00, whichever is less.  
\* This does not pertain to retiring employees who are covered in the Special Death, Disability or Retirement Benefit section. \*

### **Short-Term Disability Plan**

All benefited employees who are participating members of the South Dakota Retirement System shall be eligible for the City's short-term disability plan. Each eligible employee shall accrue 2.16 hours of short-term disability per pay period. Part-time benefited employees shall accrue a prorated amount of short-term disability leave based on their FTE (full-time equivalency). Employees shall be eligible to use short-term disability leave at their date of hire.

Under the plan, employees may use their accumulated short-term disability leave for a qualifying disability. Employees must be off work for three consecutive working days prior to receiving the short-term disability leave benefit. The three consecutive days will be charged to the employees' available paid time off balance first. If the employee does not have paid time off available, this time will be charged to leave without pay.

Fire Battalion Chiefs in charge of operations shall be required to use twenty-four (24) hours of available paid time off first. If the Fire Battalion Chief does not have paid time off available, this time will be charged to leave without pay.

To qualify for such payment, the employee must be under the care of a physician who must provide documentation of the disability.

Short term disability may be used for Maternity Leave for the Mother's care/bonding with a newly adopted child. Short term disability may also be used for Family Leave (Father's care, or same sex partners care, for or bonding with a newborn or newly adopted child) for up to 80 hours may be used.

Prior to returning to work from a leave of absence, the employee may be required to submit return to work documentation from their healthcare provider.

All accrued and unused short-term disability leave is not paid out upon separation of employment except as provided under the section titled Special Death, Disability or Retirement Benefit.

### **Workers' Compensation**

An employee who sustains a work-related injury shall become eligible for temporary disability benefits under South Dakota's workers' compensation laws. If an employee gets injured at work, they would need to fill out a First Report Of Injury form with their Supervisor and contact the City Attorney's Office.

## **Snow Day**

The City will provide each eligible employee with two (2) shifts per calendar year of snow day leave provided the following conditions are met: snow day leave shall only be used if the Mayor or designee declares a day as a snow day and notifies employees either not to report to work or notifies employees to discontinue work due to weather conditions. This leave is separate from any other vacation or sick leave and will not be used to reduce any leave accumulated in those leave banks.

To be eligible to use snow day leave, the employee must have been scheduled to be at work on the day and the time the snow day is declared. Employees scheduled for a holiday, vacation, sick leave, or short-term disability are ineligible to use snow day leave. Snow day leave does not count towards overtime. In the event that an employee has utilized all of his/her snow day leave, the employee may use vacation leave, personal holiday, or leave without pay for a declared snow day.

For the purposes of using snow day leave, non-exempt and exempt employees shall be eligible from the date of hire.

Fire Battalion Chiefs in charge of operations are not eligible for Snow Days.

Snow day leave hours are non-accumulative. If hours are not used, they do not rollover to the next calendar year.

## **Bereavement Leave**

Bereavement leave of three (3) days per instance with pay shall be granted to each eligible employee and may be used in cases of death of spouse, child, stepchild, grandchild, parent, grandparent, spouse's parent or grandparent, step-parent, spouse of an adult child, or sibling. Employees who are asked to perform services as a pallbearer for loved ones not listed above may also request bereavement leave. Employees may take up to five (5) days of sick leave if additional time off is needed.

Fire Battalion Chiefs in charge of operations will be granted twenty-four (24) hours of Bereavement Leave.

## **Jury and Court Appearance Leave**

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, shall be compensated for such time at his regular rate of pay.

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.

## **Military Leave**

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 should notify the City's Human Resources Department as soon as possible, to make sure all legal requirements are met.

An employee who has completed his probationary period and is a member of any Reserve Component of the Armed Forces shall be entitled to a paid annual leave of absence, not to exceed fifteen (15) days, to receive military training, call out, 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.

The employee shall be compensated at their regular rate of pay for up to the fifteen (15) days of military leave.

## **Personal Leave Without Pay**

An employee may request an unpaid personal leave of absence for up to thirty (30) days per calendar year. Each Department Director shall have the authority to either grant or deny the request, based on the best interest of the Department. If approved, the employee must contact Human Resources in advance to discuss benefits coordination. If extenuating circumstances exist, the employee may request additional personal leave without pay (not to exceed one hundred eighty (180) days) to be considered and approved jointly by the Department Director and the Mayor.

Failure to return from such leave of absence at the agreed upon time shall be considered a voluntary resignation.

## **Compensation**

The following guidelines are provided to Division Managers and Department Directors for placing non-union employees "on-step" within grade as a new hire or for placement into a new position.

1. Transfer, Progression, Promotion, Reclassification, Temporary Assignment (out of class) or Same Grade/Lateral Transfer; If an employee is promoted or transfers to a position that is higher than his or her current position, the employee will be placed on the wage scale at a step within the appropriate range as determined by the Department Director. If an employee is transferring laterally, the employee does not receive an increase in pay and stays at the same step.
2. Voluntary / Involuntary Transfer to a Lower Position: Whenever an employee voluntarily transfers to a position in a lower range or is demoted for disciplinary reasons, the employee shall be placed on steps as determined by the Department Director.
3. Overtime: All work performed in excess of forty (40) hours in one work week by non-exempt (hourly) employees.
  - Overtime shall not be paid twice for the same hours, nor shall there be a duplication or pyramiding of premium pay. Holiday hours not worked shall be considered hours worked for the purpose of calculating overtime. No other paid

leaves shall be considered hours worked, and there shall be no payments of overtime for hours not worked.

## **Flex Time**

Managers are expected to set the normal working hours. To accommodate mutually beneficial needs, non-exempt employees may request and work with their supervisor or manager to flex their schedule on occasion. This may be done as long as the flexing is done within the same workweek. Exempt employees will be allowed to adjust their work week to meet the demands of the position with approval of and/or direction by their immediate Supervisor. When requesting and approving time away from the job, exempt employees and Managers should consider that exempt employees are compensated not for the amount of time spent on the job, but rather for the general value of the services performed. Exempt employees are not eligible for additional compensation or time off based on the number of hours worked. Salary includes total compensation for all hours worked. Exempt employees are expected to be available to the public, co-workers, and subordinates to provide assistance and guidance on policy problems and questions during the normal working day. Before time away from the job is approved, Management and exempt employees are expected to ensure that the needs of the public and other City employees who depend upon them can be reliably met.

If an employee is absent for a full day, the appropriate type of leave must be used, unless prior approval is obtained from the applicable reporting Department Director.

## **Hours of Work**

Work schedules and hours of work are set by each employee's direct Supervisor. Employees are expected to adhere to hours and schedules set by their direct Supervisor. Paid breaks are not guaranteed and are allowed as operational needs permit. Employees must remain available and accessible during paid breaks to provide for the needs of the Department.

## **Special Death, Disability or Retirement Benefit**

An employee who retires under SDRS or dies while employed by the City shall be eligible for a special benefit of fifty percent (50%) of all accumulated hours of sick leave and short-term disability leave in excess of 960 hours or 1440 hours for Fire Battalion Chiefs in charge of operations, to be paid at the employee's final regular rate of pay, provided that the maximum benefit payable shall not exceed the percentage of their last 12 months earnings shown on the following schedule:

| Age at Death, Retirement | Maximum Percentage Last or Disability<br>12 months earnings |
|--------------------------|---|
| To/Including: Age 51     | 25%   |
| 52                       | 26%   |
| 53                       | 29%   |
| 54                       | 32%   |
| 55                       | 35%   |
| 56                       | 38%   |
| 57                       | 42%   |
| 58                       | 45%   |

|      |     |
|------|-----|
| 59   | 48% |
| 60 + | 50% |

## Retirement Insurance Benefits Plan

1. Cost-share retiree: Any full or part-time benefited employee who is a member of the South Dakota Retirement System (SDRS) and who is also a member of the group healthcare plan for at least five (5) years immediately preceding the time of retirement may retain individual coverage in that plan until attainment of age sixty-five (65) or eligibility for Medicare/Medicaid, whichever comes sooner, provided the following criteria are met at the time of retirement:
  - a. The employee retires in accordance with the provisions of the South Dakota Retirement System (eligible for full benefits without reduction as determined by SDRS, or otherwise qualifies for disability benefits as determined by SDRS) and employed with the City at least 20 years continuously;
  - b. The employee makes election in writing on a form provided by the City within 30 days of their separation date from the City. In other words, the option to elect the benefit expires thirty (30) days from the date of retirement from the City.
  
2. Self-paid retiree: Any full or part-time benefited employee who is a member of the South Dakota Retirement System and who also is a member of the group healthcare plan for the City of Rapid City for at least five (5) years immediately preceding the time of retirement, and who does not meet the provisions of #1 above may, at the time of retirement, remain as a member of the group health insurance plan until attainment of age sixty-five (65) or eligibility for Medicare/Medicaid, whichever comes sooner, provided the employee pays all cost of the premiums.
 

To qualify for this benefit:

  - a. Eligibility for retention of group insurance shall be contingent on the employee meeting the requirements of retirement as set forth under the provisions of the South Dakota Retirement System, and such requirements shall be those pertaining to the class of employee under which the eligibility is earned;
  - b. The retiree must make the election in writing on a form provided by the City within 30 days of their separation date from the City. In other words, the option to elect the benefit expires thirty (30) days from the date of retirement from the City.
  
3. The cost share of the premiums for both the retiree and the City are subject to change and will be determined annually by the City's Healthcare Committee.
  
4. It shall be the retiree's responsibility to set up automatic payment withdrawal with the City Finance Office to ensure timely premiums are paid.

Any employee at normal retirement age, as defined in the South Dakota Retirement System, who is eligible to retire but chooses not to select an annuity, shall be eligible for group health insurance

coverage under the provisions of this Section as if they remained in the system.

Eligible spouses and dependents of a retiree, if covered by the health insurance for at least five (5) years immediately preceding retirement, shall have the right to continue the health insurance. A spouse can continue until age sixty-five (65) or Medicare/Medicaid eligibility, whichever comes sooner. A dependent may continue for eighteen (18) months from the date of retiree's date of separation. The spouses and dependents receiving continued benefits under this section shall be responsible for the cost of the premiums. It shall be the retiree's or dependent's responsibility to make the payments on or before the date specified by the Finance Office. Failure to make such payments when due may cause the insurance to lapse and the City shall not be responsible for collection.

Upon the death of an active employee or retired member who satisfies the eligibility requirements of this section and who is participating in the group health insurance plan at the time of death, the eligible dependent(s) may retain dependent coverage as if the employee or retiree's insurance had not terminated, provided that the affected dependent pay all premium costs of the plan. It shall be the dependent's responsibility to make the payments on or before the date specified by the Finance Office. Failure to make such payments when due may cause the insurance to lapse and the City shall not be responsible for collection. Dependent eligibility will exist under this provision under the same conditions as if the employee or retired member was still alive for a period of eighteen (18) months.

**\*IMPORTANT INFORMATION ABOUT COBRA:** By electing any of the preceding benefits under 1 or 2 above, an employee relinquishes their COBRA rights.

## **Health Insurance Contribution for Medical Disability**

When an employee as the result of a medical disability becomes ineligible for the City's payment of health insurance premiums because the employee is not receiving any direct compensation from the City for that premium period, the City shall continue to pay the City's share of the premium at the rate of one month of premium for each full year of credited service, to a maximum of 12 months of premium payments. The credited service year for the purpose of this policy is calculated from the employee's anniversary date, the same date as used for calculation of vacation leave benefits.

To qualify for this benefit, the employee must be under the care of a physician who must provide written documentation of the disability.

The payment commences on the month immediately following the loss of eligibility for health insurance premium payment and ceases the month following the benefit expiration, or upon approval for retirement or disability benefits as determined by the SDRS, whichever is earlier. Even upon the employee's separation from City employment, the benefit will continue to be paid until its expiration as outlined above, unless the employment separation is a termination due to the employee having committed fraud, or any other illegal act.

Paid leave of any kind shall not be used in any way other than a consecutive-day progression to satisfy the direct compensation requirement. Payment of the City's share of the premium shall be on the same basis as would be paid if the employee had not become ineligible for the City's payment of health insurance premiums.

If the employee is retiring and is eligible for long-term disability, as determined by the South Dakota

Retirement System, they will not be paid out any earned unused sick leave.

## **Dispute Resolution Procedure**

Notwithstanding the establishment of this procedure, all non-union employees are employees-at-will and may be terminated at any time with or without cause. This procedure provides a mechanism for non-union employees to discuss disputes, but does not grant any substantive rights.

Dispute means a complaint by an employee or group of employees concerning the interpretation, application or alleged misinterpretation or misapplication of the regulations, ordinances, policies or rules of the City of Rapid City, which complaint has not been resolved satisfactorily in an informal manner between the employee and the immediate Supervisor. Prior to filing a formal dispute, an employee must attempt to rectify the situation with the immediate Supervisor, unless that attempt would be futile. No person shall be discriminated and/or retaliated against because of the filing of or involvement in a dispute.

Failure by an employee to comply with any time limitation contained in this procedure shall constitute a withdrawal of a dispute. If the City fails to respond within the time limitation set out in this procedure, then the employee shall have the right to move to the next step in the procedure.

Within fourteen (14) days after an employee has knowledge of or should have knowledge of an occurrence giving rise to a dispute, the employee shall submit to the Department Director or designee a written complaint, which shall be known as Step I. The Department Director or designee shall meet with the employee within seven (7) days of receiving. The Department Director shall submit a written answer within seven (7) days following the meeting.

If the employee disagrees with the decision of the Department Director, the employee may file not later than fourteen (14) days after receipt of the Department Director's decision a written complaint with the Mayor, which shall be known as Step II. Within fourteen (14) days of the receipt of the complaint, the Mayor or designee will meet with the employee to discuss. Within fourteen (14) days of this meeting, the Mayor will submit a written decision to the employee.

If the employee disagrees with the Mayor's decision, the employee may, not later than thirty (30) days after receipt of the decision, initiate an appeal to the Department of Labor, whose decision shall be binding on the employee and the City in accordance with provisions of SDCL 3-18-15.2, subject to either party's right of appeal pursuant to SDCL 1-26.

## Acknowledgement and Receipt

I have received my copy of the Non-Union Employee Guide.

The Non-Union Employee Guide describes important information about employment with the City of Rapid City, and I understand that I should consult my direct Supervisor or Human Resources regarding any questions not answered in the Non-Union Employee Guide. I have entered into my employment relationship with the City of Rapid City voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or the City of Rapid City can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law, or City ordinance.

I understand and agree that, other than as authorized by the Common Council of the City of Rapid City, no Manager, Supervisor, or representative of the City of Rapid City has any authority to enter into any agreement for employment other than at-will; only the Common Council has the authority to enter into any such agreement, and then only in writing, approved by a vote of the Common Council, and then signed by the Mayor and the Finance Officer.

I understand that, except for employment at-will status, any and all policies and practices may be changed at any time by the City of Rapid City, and the City reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated, and I understand that revised information may supersede, modify, or eliminate existing policies.

I understand and agree that nothing in the Non-Union Employee Guide creates, or is intended to create, a promise or representation of continued employment and that employment at the City of Rapid City is employment at-will, which may be terminated at the will of either the City of Rapid City or myself. Furthermore, I acknowledge that this Non-Union Employee Guide neither creates nor implies a contract of employment.

I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by the City of Rapid City or myself.

I have received the Non-Union Employee Guide, and I understand that it is my responsibility to read and comply with the policies contained in this Non-Union Employee Guide and any revisions made to it.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Printed Name