Agreement by and between

International Association of Firefighters Local 1040

and the City of Rapid City

Effective January 1, 2023 through December 31, 2026
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DEFINITIONS

**Acting Battalion Chief (ABC)** – See SOP Definition

**Acting Company Officer (ACO)** – See SOP Definition.

**Active employment** – receiving compensation from the City of Rapid City, not including worker’s compensation.

**Complete month** – for annual leave purposes, an employee must begin employment on the first day of the month in order to receive credit for a complete month.

**Continuous benefited employment** – the continuous and uninterrupted period for which an employee receives benefits from the City of Rapid City.

**Continuous operation** – Seven days per week.

**Day** – unless specifically noted as “working day”, the term “day” shall mean “calendar day” as applicable to the section in which the reference to “day” is made.

**Department** – shall be consistent of all work divisions assigned by that Department and represented by the Fire Chief. Examples of these divisions include but are not limited to EMS Operations, Fire Operations, Fire & Life Safety, and Administration.

**Her/She** – Means in addition to her/she, him/he.

**Him/He** – Means in addition to him/he, her/she.

**Hours actually worked** – all hours an employee is physically on the job, not including sick leave, worker compensable leave, jury duty, holidays, and Kelly Days.

**Kelly Days** - a periodically scheduled 24-hour shift off duty for a 56 hour employee to offset the continuous three (3) day duty cycle; the long hourly work week; and to compensate for those legal holidays for which his assigned shift is scheduled for duty.

**Non-Officer** – any position other than a lieutenant or captain.

**Officer** – a lieutenant or captain.

**Paramedic School** – The Rapid City Fire Department program of education and training designed to prepare employees to test for and be licensed as paramedics.

**Pay period** – A two-week period; the calendar year has 26 pay periods.
Physical – Annual initial routine physical to include diagnostic tests, at the discretion of the City’s medical provider, to evaluate risks unique to the performance of fire and emergency services duties.

Regular benefited employee – an employee in continuous benefited employment with the City

Seasonal employee – an employee whose employment is fixed at the time of employment not to exceed six (6) months but can work an unlimited amount of hours during that time period.

Supplemental employment – Employment for an employer other than the City of Rapid City or other than the normal Fire Department job function for the City of Rapid City.

Work Unit – the city operation to which an employee is assigned.

Working Day – unless otherwise noted, an employee’s regularly scheduled shift.
AGREEMENT

THIS AGREEMENT, is made and entered into as of the first day of January, 2023, by and between the City of Rapid City, a municipal corporation of the State of South Dakota, hereinafter referred to as the “City,” “Employer,” or “Management” and the International Association of Firefighters Local 1040, hereinafter referred to as the “Union” or “Bargaining Unit.”

ARTICLE 1 - RECOGNITION

1.01 The City hereby recognizes the Union as the sole collective bargaining representative, pursuant to SDCL 3-18-3 and 5, for all of the employees employed by the City in the following described unit:

All operational level Fire Department employees, excluding Chief-level officers, Patient Billing Services Coordinator, Office and Clerical, Fire Maintenance Supervisor, Fire Mechanic, and Fire & Life Safety Specialist.

1.02 The Union recognizes the responsibility assumed by it as the formal representative of all employees in the Bargaining Unit. As part of this responsibility, it pledges the full cooperation of its members to maintain continuous service to the public; to perform efficient work; and to protect the property and interests of the City; and to cooperate with the City in promoting the welfare of its citizens.

1.03 Non-discrimination. There shall be no discrimination against employees or applicants for employment or advancement on account of age, race, creed, color, religion, national origin, sex, disabilities, or any political or Union affiliation.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The City reserves the right to operate and manage its affairs in all respects in accordance with its responsibility and the powers or authority which the City has not officially abridged, delegated, or modified by this contract, and such powers and authority are retained by the City.

2.02 These management rights include, but are not limited to, the following:

A. The right to utilize personnel, methods, and means of operation in the most efficient manner possible as deemed appropriate by management; to manage and direct the employees of the City; to hire, schedule, promote, transfer, demote, assign, train, or re-train employees in positions within the Fire Department; to suspend, discharge, discipline or otherwise take appropriate action with respect to the City’s employees;
B. The right to determine the size and composition of the work force; to eliminate or discontinue any job classification; and to lay off employees for lack of work or lack of appropriated funds;

C. The right to determine the mission of the City and the method and means necessary to efficiently fulfill that mission, including the transfer, alteration, curtailment, or discontinuance of any goods or services; the establishment of reasonable standards of job performance; the purchase and utilization of equipment; and the utilization of seasonal and part-time employees;

D. The right to provide standards and rules for employees and to adopt, modify, change, enforce, or discontinue any existing rules, regulations, standard operating procedures, and policies that are not in direct conflict with any provisions of this Agreement. Any such rules adopted shall be provided to the union.

E. The right to determine the need and appropriateness of contracting or subcontracting with respect to City services.

F. The right to subcontract work currently performed by employees.

G. The right to appoint, promote, transfer, demote, suspend, and separate personnel shall be vested in the Fire Chief or his designee.

H. If it is necessary to reduce personnel, the right to select employees to be retained based upon Article 26.

I. The right to perform any inherent managerial functions not specifically limited by this Agreement and to take such other measures as the City or administration may deem necessary for the orderly and efficient operation of the City.

2.03 It is the policy of the Department to regularly assign no less than three personnel to an engine or truck company. The normal compliment of personnel on an engine or truck company is four personnel, comprised of one officer and three firefighters. However, due to annual leave, Kelly days, sick leave, education leave, etc., manpower levels will not always be adequate to achieve four-man companies.

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

ARTICLE 3 - DISCIPLINE AND DISCHARGE

3.01 Disciplinary Action. 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.

3.02 Five Alternatives. Whenever the work habits, attitude, production, or personal conduct of an employee falls below an acceptable standard, or infractions of regulations, standard operating procedures or work rules are observed, supervisors should point out the deficiencies at such time. The Fire Chief or his designee may take any one or a combination of the following disciplinary measures, as appropriate, for just and reasonable cause:

1. Oral reprimand;
2. Written reprimand;
3. Suspension without pay;
4. Demotion;
5. Dismissal.

Union and Management may agree to additional guidance to assist and support supervisors in taking disciplinary measures.

3.03 Documentation. When disciplinary action is taken by the Fire Chief or his designee, all matters pertaining to the action shall be filed in the employee’s personnel record, with a copy given to the employee and the Union. Such disciplinary action shall be subject to the grievance procedure in Article 27.

3.04 Suspension Status. Normally, suspension may be for a period not to exceed thirty (30) consecutive calendar days without pay and entitlements. An employee under suspension will not be permitted to exchange suspension for any paid leave, or accrue the same.

3.05 Informal Hearing. Prior to discharge, an employee may request an informal hearing to offer evidence and arguments on the employee’s behalf. The employee may request union representation at the hearing. City shall provide the employee with notice of the potential discharge. The employee may request a hearing within three (3) calendar days of receipt of this notice. Such hearing shall be held within three calendar (3) days of the request, unless additional time is agreed to by City and the employee. 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. If the employee desires further proceedings, the decision may be appealed in accordance with the grievance procedure in Article 27.

3.06 If it is determined under the grievance procedure that the employee was discharged or disciplined without just cause, the employee shall be reinstated to the employee’s former position without loss of seniority or pay, less any received unemployment compensation payments.
ARTICLE 4 - CONDUCT OF UNION AFFAIRS

4.01 Union Officials. The City recognizes the right of the Bargaining Unit to designate Union officials. The Union officials shall include the officers of the Union as well as the executive board members. The authority of Union officials so designated shall be limited to, and shall not exceed the following duties and activities:

A. The investigation and presentation of grievances to the City or the designated City representative in accordance with the provisions of this Agreement.

B. The transmission of such messages and information which shall originate with, and are authorized by the Union, provided such message or information has been reduced to writing or is of a routine nature.

C. The collective negotiation with the City in the determination of their conditions of employment.

4.02 Union officials shall be permitted reasonable time to investigate, present, and process grievances during working hours, without loss of time or pay, provided there is not unreasonable interference with their duties. However, the Union officials shall, if possible, do this during standby time and not leave their assigned station and shall in every case secure the approval of the Chief or the Chief’s designee.

4.03 Business Agents. Authorized agents of the Union, after having notified, and having received permission from the Fire Chief or his designee, shall have access to the City’s establishment and be allowed to visit and converse with employees during regular on-duty hours, for the purpose of adjusting disputes, investigating work conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the City’s working schedule, and shall, if possible conduct this activity during standby duty time.

4.04 The City shall provide an electronic bulletin board or digital space for use by the Union and linked to the Department’s intranet site or other similar medium acceptable to the Union. Requests for additions or changes must be presented by a union officer and approved by the Fire Chief or the Chief’s designee. In the use of the bulletin board, the Union shall abide by the City’s Internet policy.

ARTICLE 5 - WAGES AND RATES OF PAY

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

5.02 Whenever the City shall combine job classifications, change job classifications, or establish new job classifications, it shall put such changes into effect. In the event the Union disagrees with the rate or rates so established, said rate shall be subject to the grievance procedure in Article 27.
5.03 Pursuant to inherent management rights, the employee may be required to perform any other job from time to time as directed by a supervisor or officer. An employee may be temporarily assigned to work in a lower paid classification, but without reduction in pay.

5.04 Acting Company Officers. A Journeyman Firefighter Medic, temporarily assigned to work as an Acting Company Officer, will be paid an additional ten percent (10%) of his or her hourly wage, except in the case of a temporary or emergency assignment for not over (4) consecutive hours in any one day.

A. The Fire Chief or Shift Commander may verbally appoint an Acting Company Officer for an entire 24-hour shift, or may appoint a Journeyman Firefighter Medic as Acting Company Officer to serve within the specified portion of a 24-hour shift.

B. Assignments of an Acting Company Officer will normally be made from among those Firefighters who have expressed an interest in the same, with preference going to those who are currently on the eligibility list for promotional consideration.

5.05 Field Training Officer. An employee assigned as a Field Training Officer will receive the same rate of pay as an Acting Company Officer.

5.06 Acting Battalion Chief. A Captain temporarily assigned to work as an Acting Battalion Chief will be paid an additional ten percent (10%) of his or her hourly wage, except in the case of a temporary or emergency assignment for not over (4) consecutive hours in any one day.

ARTICLE 6 - AIRPORT ASSIGNMENT

6.01 Employees at the Rapid City Regional Airport may be assigned non-traditional duties necessary to facilitate public safety. Such non-traditional duties must be agreed to by the Fire Chief and the Airport Director. Although assigned to non-traditional duties, employees shall report and take orders directly from the Fire Chief or his designee through the normal chain of command. Employees assigned non-traditional duties shall be appropriately trained. In addition, the Department shall develop Standard Operating Procedures (SOP) through the Department’s normal process to identify specific duties.

6.02 All employees who work at the Airport shall be required to meet all of the obligations of holders of Secure Identification Display Area (SIDA) badge.

ARTICLE 7 - PROBATION

7.01 Probation Period. All newly hired employees shall be probationary employees for a term of one (1) year as an active employee.
7.02 The Fire Chief shall have the discretionary authority to waive all or part of the probation period. The Fire Chief may extend the probationary period for performance deficiencies or if the employee has lost time due to injury or illness. Such extension shall not exceed 6 months.

7.03 Probationary Employees. During the probationary period, the employee shall be at-will, shall have no seniority status, and may be laid off or terminated at the sole discretion of the City with or without just cause.

7.04 Upon satisfactory completion of the employee's probationary period, seniority shall date back to the date of latest hire. The time from the date of most recent hire for continuous, benefited or part-time work within the Department shall count toward the probationary period. However, no retroactive pay shall be made for benefits credited herein.

7.05 Probationary employees, for the purpose of accruing and using benefits, shall be eligible employees after ninety (90) calendar days from their latest date of hire. Upon the completion of the probation period, the employee shall be granted full rights and benefits of the regular employee.

7.06 The City’s residency requirement is contained in Administrative Rule 1. Since this is a mandatory negotiation item, any change to the provisions of Administrative Rule 1 must be jointly negotiated between the Union and Management.

ARTICLE 8 - PROMOTION AND DEMOTION

8.01 Promotion to Lieutenant and Captain.

A. Promotions shall be made through determination of qualifications, utilizing a merit system procedure.

B. Fire Department merit system requirements include a written examination, time-in-grade requirements, and a qualifications review by a promotion review board that will submit recommendations to the Fire Chief.

C. Seniority shall be the basis for promotion where the promotion board finds all other merits equal between applicants.

8.02 Promotion – Promotion within Non-Officer Grades and within Officer Grades. Upon promotion of a non-officer to a non-officer position on a higher grade, an employee will be placed on the pay scale for the new grade at the same step as the employee was on when the promotion is made. Upon promotion of an officer to an officer position on a higher grade, an employee will be placed on the pay scale for the new grade at the same step as the employee was on when the promotion is made.

8.03 Promotion – Promotion Between Scales. Upon promotion from a non-officer position to an officer position, an employee will be placed on Step 1 of the appropriate pay scale,
or, if the employee’s current placement is above Step 1, then at the grade and step that is closest to a five percent increase.

8.04. Demotion. If an employee is demoted, or voluntarily chooses to transfer to a position in a lower grade and this transfer is approved by the Chief, the employee will be placed on the pay scale for the new grade at the step that the employee would have been on if the employee had remained in the lower grade position, or at the step where the employee receives a wage decrease of five percent, whichever is less.

ARTICLE 9 - HOURS OF WORK

9.01 The standard work week for forty (40) hour work week employees shall be Monday through Friday, unless otherwise set by the Fire Chief.

9.02 The standard work week for fifty-six (56) hour work week operations division personnel shall be from 7:00 a.m. to 7:00 a.m. the following day, and averages on a yearly basis to be a fifty-six (56) hour work week.

9.03 Overtime Hours. The Operations Divisions shall have a twenty-seven (27) day work cycle. The Fire & Life Safety and Administrative Divisions shall have a seven (7) day work cycle. The fifty-six (56) hour employees shall be paid time and one-half for all hours worked over 204 hours. The forty (40) hour employees will be paid time and one-half for all time worked over 40 hours from midnight Sunday to the following midnight Sunday, unless at his option the employee may elect to receive hours off with pay, within the seven (7) day work cycle. All paid leaves shall count toward the 204/40 hours for computation of overtime. The City agrees that they shall not schedule employees off for the purpose of avoiding overtime.

9.04. Overtime Pay. Overtime shall not be paid twice for the same hours nor shall there be a duplication or pyramiding of premium pay. Work outside the employee’s normal schedule will not be allowed without the approval of the Fire Chief or his designated representative;

9.05. City Responsibility. It shall be the responsibility of the City to determine in each instance if overtime work is required and, if so, how many employees will be required to perform the work;

9.06 Employee Responsibility. The employee shall keep the Fire Department advised of the employee’s permanent address and telephone number where they may normally be reached.

9.07 Transfers between 56- and 40-hour Schedules. A member of the bargaining unit who transfers between the 56 hour per week work schedule and the 40 hour per week work schedule will be kept at the same grade and step.
ARTICLE 10 - UNIFORM CLOTHING POLICY

10.01 The City agrees that if any regular benefited employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished by the City free of charge at the standard required by the City. Upon date of hire the City shall have the employee measured and orders placed for a complete uniform if said sizes are not in stock. The City shall make a good faith attempt to secure a complete set of uniforms for all employees. The sufficiency of such furnishing by the City shall be the subject of discussions in the Labor-Management Committee. Uniform items provided by the City shall only be worn during duty hours including travel time to and from work.

10.02 Uniform items shall be replaced on an as needed basis with the authorization of the Operations Chief.

10.03 The City shall reimburse the employee for prescription eyewear (including prescription sunglasses) or cell phones broken, damaged, or lost while running hot in a Fire Department emergency vehicle, or engaging in duties of an emergency nature directly at the scene. The maximum reimbursement for a cell phone is $100.00 or actual cost, whichever is less. The maximum value of eyewear shall be $350.00 or actual value, whichever is less. The loss must be reported to the supervisor prior to the termination of the employee’s current shift in order to be eligible, and the employee must have filed and maintained the date of purchase, cost of replacement or repair, and description of the glasses or phone. The City’s reimbursement shall be by check at the sole discretion of the City.

ARTICLE 11 - EDUCATIONAL LOAN

11.01 The 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.

11.02 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 their probationary period under Article 7 to be eligible for the loan. The City will make payment directly to the institution and/or bookstore when possible.

11.03 The maximum amount to be borrowed shall not exceed $5,000. 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.

11.04 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.
11.05 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 by employee.

11.06 In the event of withdrawal from the course(s), all refunds will be considered as payment against outstanding balances within three business days of receipt of any such refund.

ARTICLE 12 - ANNUAL LEAVE

12.01 Forty Hour Week Employees:

All full-time regular employees shall accrue Annual Leave as shown below.

<table>
<thead>
<tr>
<th>Length of Employment (Years)</th>
<th>Accrual per pay period</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-4</td>
<td>3.08</td>
</tr>
<tr>
<td>4-13</td>
<td>4.62</td>
</tr>
<tr>
<td>13+</td>
<td>6.15</td>
</tr>
</tbody>
</table>

No Annual Leave can be taken until after the employee has reached their first January 1st of employment with the City.

12.02 Fifty-six Hour Week Employees:

Due to the varying number of actual on duty hours for those fifty-six (56) hour work week employees (a 14-day period varying from 96 to 120 hours, depending on cycle and/or day starting Annual Leave period), Annual Leave will be specified in terms of shifts rather than days or weeks in computing authorized Annual Leave time. Therefore, employees in this category will receive Annual Leave periods as follows:

A. For each complete month of service prior to the first January following the employment date, each employee will accrue 10 hours per month. Employees are not allowed to take Annual Leave until after their first January 1st has passed.

B. Commencing with the second January 1st following his date of hire, and continuing each January 1st through the fourth January 1st, each employee shall be granted five (5) shifts (120 hours), or ten (10) hours per month (2 week equivalent) of leave.

C. Commencing with the fifth January 1st following his date of employment, each employee shall be granted seven (7) shifts (168 hours), or fourteen (14) hours per month (3 week equivalent) of leave.
D. Commencing with the fourteenth January 1st following his date of hire, each employee shall be granted nine (9) shifts (216 hours), or eighteen (18) hours per month (4 weeks equivalent) of leave.

E. Annual Leave time will be taken during the calendar year immediately following the year that the annual leave was accrued.

12.03 Rights in Scheduling Annual Leave

Due to the Fire Department’s continuous operations and need to maintain a minimum staffing level, the Department retains the right to schedule employees’ annual leave throughout the year and to limit the number and classification of personnel on Annual Leave during any one period of time. The employee retains the right to select his Annual Leave period within the guidelines set forth below, based upon his departmental seniority held over members of his particular shift of assignment.

12.04 Scheduling of Annual Leave - In General

The Annual Leave and Kelly Day selection process for the following year will take place during the first part of December. In order to facilitate this selection process, scheduling of absences during these three days will be discouraged. The selection must be made within this designated scheduling period or the employee will relinquish seniority rights for the purpose of selecting Annual Leave time. In the event a conflict in scheduling occurs, Annual Leave will be assigned to the maximum extent allowable in the order of seniority. The Fire Chief or their designee shall post the scheduled Annual Leave by January 1st.

A. Annual Leave and Kelly Days shall be picked according to the procedures set forth in the Department's Administrative Rule 7.

B. Annual Leave will not be adjusted for individuals who are on the short term disability plan.

12.05 Use of Annual Leave - 40-hour-per-week Employees

Except as otherwise noted, Annual Leave will be granted as requested by the employee, consistent with the operational requirements of the work unit. No more than one employee who works a 40-hour per week schedule may be scheduled for Annual Leave at the same time in the same division without the Chief or their designee’s consent. Choice of Annual Leave will be by the department seniority within the division. The Chief may defer Annual Leave as appropriate, or require advance scheduling of Annual Leave to provide for adequate staffing levels and the orderly operation of the Department. An Annual Leave request must be signed and submitted one week prior to commencing an Annual Leave period. A 40-hour-per-week employee may carry over to the following year the previous year’s accrual plus one week accrual. Accumulations in excess of this amount shall be forfeited on January 1st. The Chief and Mayor may allow additional amounts of Annual Leave to 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.

12.06 Payment for Annual Leave

A. All Annual Leave pay shall be calculated at the employee’s current base rate of pay. Current base rate of pay shall include FLSA overtime when the 56-hour employee exceeds 204 hours in a 27 day work cycle.

B. Employees shall not be allowed to waive Annual Leave and receive double pay by working during Annual Leave.

C. In the event an employee leaves City employment for any reason, they shall receive payment for their Annual Leave according to the Annual Leave balance as of the employee’s last working day, and a prorated payment for Annual Leave - accrued since the last January 1st.

12.07 Paramedic School. Employees who are not able to take Annual Leave that has been scheduled and approved due to their participation in Paramedic School shall have the option of one of the following:

A. Rescheduling Annual Leave, subject to the requirements of this Article, or

B. Receiving payment for their Annual Leave time not taken due to the requirements of Paramedic School. The payment for Annual Leave shall be made within 45 days after the end of the year, and shall be adjusted for any Kelly days taken prior to accrual, if applicable.

ARTICLE 13 - HOLIDAYS (40-HOUR EMPLOYEES)

13.01 The following days will be recognized and observed as holidays for the 40 hour per week employees:

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 eleventh day of November, commonly known as Veteran’s Day;
G. The fourth Thursday in November, commonly known as Thanksgiving Day;

H. The Friday after Thanksgiving;

I. The 25th day of December, commonly known as Christmas Day;

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

13.02 Personal Holidays. Each employee shall be granted one (1) personal holiday per calendar year; however, an employee must have been hired prior to October 15th in order to be eligible for a personal holiday in that calendar year. A personal holiday shall not be taken unless the employee has submitted a request at least seven (7) days (which may be waived by the Fire Chief) prior to the said requested day off, and the Fire Chief has approved. Personal holidays will normally be granted when requested by the employee and will be selected the same as annual leave.

13.03 Whenever any of the foregoing holidays fall on Sunday, the Monday following shall be observed as the holiday.

13.04 Whenever any of the foregoing holidays fall on Saturday, the Friday immediately preceding shall be considered as a holiday.

13.05 Employees eligible under this Article will receive eight (8) hours of pay at their regular rate of pay for each holiday recognized by this Article on which no work is performed. If work is performed on such recognized holiday, the employee shall be paid their holiday pay and, in addition, shall be paid for all hours worked at their overtime rate of pay.

13.06 The employee must be actively employed to be eligible to be paid for a holiday. If the employee was scheduled to work on the holiday and refused to do so, no payment will be made for the holiday.

ARTICLE 14 - KELLY DAYS

14.01 The recognized holidays and the scheduling set forth in observing these holidays as set forth in Article 13 shall not apply to fifty-six (56) hour work week personnel. Credit for and observance of holidays for these personnel is provided for by the Kelly Day System.

14.02 A fifty-six (56) hour work week employee shall be entitled to nine (9) Kelly Days per calendar year. These Kelly Days shall be accrued at the rate of one (1) duty shift off for each thirteen and one-half (13½) 24-hour shifts for which duty was performed, not to exceed nine (9) in any one year. The City retains the right to decide which days can be utilized as Kelly Days to ensure adequate staffing. The employee retains the right to select, by means of seniority, those shifts deemed by the Chief as available for use as Kelly Days.
14.03 Each employee must select three (3) Kelly Days prior to June 1st, and if any employee takes any Kelly Days before they have accrued and then becomes ineligible for Kelly Days, the advanced days shall be deducted from the employee’s final pay or annual leave.

14.04 If the employee returns to work while on a Kelly Day:

A. When time worked is less than twelve (12) hours, employee will be paid time-and-one-half for the hours worked and the Kelly Day will not be rescheduled.

B. When time worked is twelve (12) hours or longer, the employee will be paid time-and-one-half for the hours worked, or at the employee’s option, the employee may be considered as on-duty for the entire shift and the Kelly Day will be rescheduled.

ARTICLE 15 - SICK LEAVE

15.01 All regular benefited employees will be allowed Sick Leave at the employee’s regular rate of pay. Abuse of Sick Leave will be a basis for disciplinary action, which is subject to the grievance procedure.

15.02 Forty (40) hour week employees. Each forty (40) hour employee shall accrue 2.16 hours of Sick Leave per pay period.

15.03 Fifty-six (56) hour week employees. Each fifty-six (56) hour employee shall accrue 3.24 hours of Sick Leave per pay period.

15.04 In the event of sickness or injury an employee must notify the on-duty battalion supervisor for 56 hr employees and immediate supervisor for 40 hr employees no later than 30 minutes prior to the employee’s normal starting day, unless in the judgment of the City the circumstances surrounding the absence made such notice impossible, in which event, such notice must be made as soon thereafter as is possible.

15.05 An employee may be required to submit a medical provider’s statement or other satisfactory evidence to 1) support their absence is for legitimate reasons, or suffer loss of sick leave pay or other discipline for time absent; or 2) the employee shall be present for examination by a medical provider approved by the City, and such examination shall be without charge to the employee.

The City’s payment shall not exceed the customary rate for an office call. For purposes of this requirement, the employee will be further required to provide 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 benefit;

Prior to returning to work from any sickness or injury, a supervisor may require a release from the treating medical provider.
15.06 **Rate of Pay.** The rate of pay for each day of Sick Leave shall be eight (8) hours for forty (40) hour employees and twenty-four (24) hours for 56 hour employees at the employee’s regular rate of pay.

15.07 Sick Leave will be granted to supplement pay received under Worker Compensation Laws. If an employee qualifies for Worker Compensation pay from the City, the City will allow Sick Leave up to the maximum number of hours sick leave accrued to the employee. Sick Leave pay will be at the employee’s straight time base rate, forty (40) or fifty-six (56) hours, as the case may be, per week, less the amount received by the employee per week from Worker Compensation.

15.08 An employee may use accrued Sick Leave in the following situations:

A. **Personal illness or off duty injury.**

B. **Illness of a parent, spouse, child, stepchild.** The City may require a medical provider’s statement specifying the nature of the illness.

C. **Death in the employee’s or his spouse’s immediate family.** For purposes of this subsection, immediate family shall mean: parents, grandparents, grandchildren, spouse, spouse’s parents or grandparents, child, stepchild, or spouse of an adult child, brother or sister of the employee or spouse. Use of Sick Leave for this purpose is limited to three (3) days (1½ shifts for 56 hour employees). The Chief, or their designee, can approve the use of additional Sick Leave under this provision for extenuating circumstances.

D. **Up to three (3) days (1½ shifts for 56 hours) of Sick Leave shall be granted upon request of an employee for paternity leave for the birth of the employee’s biological child and/or the placement of an adopted child with the employee.** If there are complications with the birth of the biological or adopted child, the employee may be granted the use of an additional two (2) days (1 shift for 56 hours) of Sick Leave under this provision. The three (3) (1½ shifts) or five (5) (2½ shifts) days mentioned above may be used anytime within eight (8) days following the birth or adoption.

E. **Pregnancy and childbirth shall be treated the same as any other short term disability.**

15.09 **Accumulation of hours:**

A. **40 hour employees:** Any employee who has an accumulation of 480 hours or more of Sick Leave on any January 1st of any year will have the option of taking 40 hours of Sick Leave as “other annual leave.” These hours will be charged to Sick Leave on the timesheet and marked as “other annual leave.”
(Example: If a forty hour (40) employee during the month of February goes below 480 hours, he may still use the “other annual leave” as long as he did have a balance of 480 hours on January 1st.)

B. 56 hour employees: Any employee who has an accumulation of 720 hours or more of Sick Leave on any January 1st, will have the option of taking 2 shifts of Sick Leave as “other annual leave.” These hours will be charged to Sick Leave on the timesheet and marked as “other annual leave.”

**ARTICLE 16 – WELLNESS EXAM**

16.01 Every regular employee shall receive a routine annual physical by a medical provider of the City’s choosing. The employee is required to assign to the medical provider any benefits payable under the health insurance. Any charges beyond the required physical shall be the obligation of the employee. Any employee who fails to pass said examination, in the opinion of the examining medical provider, may at his or her option, have a review of his or her case in the following manner:

A. The employee may employ a licensed medical provider at his own expense, for the purpose of conducting a physical examination for the same purposes as the physical examination made by the medical provider employed by the City.

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

C. In the event the findings of the medical provider employed by the employee do not agree with the findings of the medical provider employed by the City, the City will, at the written request of the employee, ask that the two medical providers agree upon and appoint a third qualified and neutral medical provider for the purpose of making a physical examination of the employee.

D. Such three medical providers, one representing the City, one representing the employee, and one neutral medical provider approved by the employee’s medical provider and the City’s medical provider, shall constitute a board of three, a majority vote of which shall decide the issue.

E. The expense of employing the third medical provider shall be borne one-half by the employee and one-half by the City.

**ARTICLE 17 - SHORT TERM DISABILITY PLAN**

17.01 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.
17.02 **Forty (40) Hour Employees.** Each regular benefited employee shall accrue 2.16 hours of Short Term Disability per pay period. A 40-hour employee must be off work for three consecutive working days prior to receiving the Short Term Disability leave benefit. This time off work shall be charged to Sick Leave, Annual Leave, or Leave Without Pay.

17.03 **Fifty-six (56) Hour Employees.** Each regular benefited employee will accumulate 3.24 hours of Short Term Disability leave per pay period. A 56-hour employee must be off work for one shift prior to receiving the Short Term Disability leave benefit. This time off work shall be charged to Sick Leave, Annual Leave, or Leave Without Pay.

17.04 An employee who, in the opinion of a medical provider, is unable to perform the essential functions of the employee’s work assignment due to an illness or bodily injury may be eligible for Short-Term Disability Leave, pursuant to this Article.

17.05 **Dispute Resolution:** In case of a dispute between the employee and the City regarding any conditions of disability, a review of the case will be conducted in the following manner:

A. The City may request that a copy of the findings of the medical provider chosen by the employee be furnished to a medical provider chosen by the City for verification. If the findings are verified by the City medical provider, no further review shall be conducted.

B. In the event the findings of the medical provider employed by the employee do not agree with the findings of the medical provider employed by the City, the City will at the written request of the employee ask that the two medical providers agree upon and appoint a third qualified and impartial medical provider for the purpose of making a physical examination of the employee.

C. Such three medical providers, one representing the City, one representing the employee, and one medical provider approved by the employee’s medical provider and the City’s medical provider, shall constitute a board of three, a majority vote of which shall decide the issue.

D. The expense of employing the third medical provider shall be borne one-half by the employee and one-half by the City.

17.06 **Length of Absence:** All absences shall be considered as a single period of disability unless acceptable evidence is furnished that the cause of the latest disability cannot be connected with the causes of any of the prior disabilities.

If an employee is off more than once because of the same illness, the periods of disability will count towards the maximum period of benefits, 26 weeks. However, if an employee has returned and worked for a full year, the period of disability will be treated as a new illness or disability with benefit eligibility being a maximum of 26 weeks.
ARTICLE 18 - FAMILY AND MEDICAL LEAVE ACT

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

18.02 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.

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

18.04 **Effect on Reemployment and Other Rights.** Upon expiration of an authorized absence under this Section, the employee shall be reinstated to the same position held at the time such leave commenced, or to a position which is equivalent to or higher in pay, benefits, and other terms and conditions of employment. No employee shall be interfered with, discriminated against, disciplined, or otherwise restrained from exercising his rights under the Family and Medical Leave Act.

ARTICLE 19 - FUNERAL AND PALLBEARER LEAVE

19.01 **Funeral Leave.** Members may receive six (6) days (3 shifts for 56 hours) leave without loss of pay, annual leave, or sick leave, of non-accumulating funeral leave. The Chief or his designee can approve further funeral leave out of an employee’s Sick Leave.

ARTICLE 20 - SPECIAL DEATH OR RETIREMENT BENEFIT

20.01 Any employee retiring pursuant to any of the City’s retirement or disability plans, or who dies while in employment of the City, shall be entitled to a special benefit as hereinafter provided. The benefit shall equal fifty percent (50%) of all accumulated hours of sick leave and short term disability in excess of 960 hours (1440 hours for 56 hour employees), provided that the maximum benefit payable shall not exceed twenty-five percent (25%) of the employee’s last twelve month’s earnings with the City. Payable upon retirement or disability, it shall be paid solely in the name of the employee. If payable due to death, said benefit shall be payable according to the same beneficiaries as provided for by the employee under his designation for the South Dakota Retirement System. The rate of pay shall be at the rate of pay at the time of retirement, death or disability.

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

<table>
<thead>
<tr>
<th>Age</th>
<th>Benefit</th>
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<tbody>
<tr>
<td>52 years</td>
<td>26%</td>
</tr>
<tr>
<td>53 years</td>
<td>29%</td>
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<tr>
<td>54 years</td>
<td>32%</td>
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<tr>
<td>55 years</td>
<td>35%</td>
</tr>
<tr>
<td>56 years</td>
<td>38%</td>
</tr>
</tbody>
</table>
at 57 years old 42%
at 58 years old 45%
at 59 years old 48%
at 60 years old+ 50%

20.03 Employees who are terminated are not entitled to the benefit described in this Article. The Chief may, at his discretion, approve a payment pursuant to this Article for a terminated employee who retires.

ARTICLE 21 - SPECIAL PAY PLAN FOR RETIREMENT PAYOUT OF ANNUAL LEAVE AND SICK LEAVE

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

ARTICLE 22 - JURY AND COURT APPEARANCE LEAVE

22.01 Jury Duty. Any employee who is called to Jury Duty shall be compensated for such time at the employee’s regular right of pay. Any payment from the Court shall be endorsed to the City Finance Department and the employee will be reimbursed for any portion of such payment which compensated them for mileage. If the Jury Duty pay includes both worked and non-worked days, the employee shall reimburse to the City the Jury Duty pay received for the work days only. If the employee is not selected for jury duty, employee must report back to the work place with reasonable travel time allowed.

22.02 Court Appearance. If, as a direct result of employment by the City, an employee is required to report to a court hearing, inquest, other legal proceeding, or a meeting with attorneys in preparation for any such hearing, inquest, or proceeding, the City will release them from work for such appearance. Pay for such appearance shall be according to the following:

A. If time is lost from the employee’s regular work assignment, the employee shall be paid for all time lost at the regular rate of pay.

B. The payment provided for above shall be reduced by the amount of witness fees received, if any.

C. The payment shall be made only if the employee presents the verification of the time spent in such attendance and the amount of witness fees received, if any; and further, only if the employee notifies his immediate supervisor upon release from such appearance of employee’s availability for work;

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

If a court appearance is required during off-duty hours, the employee shall be paid at his regular rate of pay, or at the overtime rate, if applicable.
22.03 Employees who are absent from work due to jury duty or court appearance leave will not be dismissed or suspended from employment and shall retain and be entitled to the same job status and pay as the employee had prior to the absence. Persons who are to be absent due to jury duty or court appearances must notify their supervisor or manager in advance. If no prior notification is given, the employee may be subject to disciplinary procedures.

22.04 If a required court appearance is unrelated to the employee’s job, there will be no entitlement to be paid for such appearance. Employees involved in private litigation may use annual leave, personal holiday, Kelly Days, or leave without pay.

**ARTICLE 23 - LIGHT DUTY PLAN**

23.01 For all injuries, illnesses, or disabilities, the affected employee will take leave, either paid or unpaid, as provided for in this Agreement. The City may contact the employee’s medical provider upon such injury, illness or disability and obtain Temporary Duty information and provide job descriptions and analyses using forms developed and as may be modified upon mutual agreement.

23.02 If the employee has been on leave for a period of seven (7) days and when released by the employee’s medical provider, the City may provide a work assignment in the Department that the employee is qualified to do, at no reduction in pay of the employee's normal job classification.

23.03 The duration of work performed under the conditions of this Plan shall be authorized for a period of up to six (6) months if authorized by the employee’s medical provider and agreed to by the City. Time in excess of 6 months may be authorized by the City. Any employee on light duty under this Article is required to attend all training necessary to maintain any certifications required for the employee’s position unless medically prevented from doing so.

23.04 Should more than one employee be off duty due to such injury, illness, or disability, seniority shall prevail in application of the Light Duty Plan, subject to the availability of jobs in which light duty can be performed.

**ARTICLE 24 - MILITARY LEAVE**

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

24.02 An employee who has completed the probationary period and is a member of any Reserve Component of the Armed Forces shall be entitled to an 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 days’ notice prior to the time of departure;  
B. Satisfactorily complete the requirements of the training; and  
C. Return to the employee’s 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.

24.03 In the case where military pay allowances for leave periods described in 24.02 are less than employee’s standard City wages, the difference shall be paid by the City for hours the employee would otherwise have worked and received pay.

**ARTICLE 25 - LEAVES FOR LEGITIMATE PERSONAL REASONS**

25.01 A permanent employee requesting an unpaid leave of absence for legitimate personal reasons, including leaves for educational purposes, shall make written application to his immediate supervisor. 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, a leave of absence may be approved by the Fire Chief or their designee, and the Mayor or their designee, for a period not to exceed 180 days. The employee shall state in their request for leave the reasons for requesting the leave, the duration of the leave, and the date and scheduled shift on which the leave shall commence and upon which the employee shall return to work.

25.02 During any such leave of absence, the employee shall not accrue seniority, except for the first sixty (60) days, but shall remain on the seniority list. The employee shall accrue no annual or sick leave benefits during their unpaid leave of absence. If the employee is granted personal leave for medical reasons, seniority shall continue to accrue.

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

25.04 An approved copy of such approval of a leave of absence, and any extensions thereof, shall be furnished to the employee before such leave shall become effective.

25.05 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.

25.06 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.

25.07 Reinstatement of employees who return from unpaid leaves shall be based upon their seniority, their ability to perform the work, and availability of work of the kind that they were performing.
ARTICLE 26 - LAYOFF PROCEDURE

26.01 Layoffs. In the event that the City determines that a reduction in the size of the labor force is necessary, the City shall proceed as follows:

A. Prior to laying off any employee, the City shall give fourteen days’ notice to the employee and the Union;

B. When deciding which employee or employees to lay off, the City shall consider:
   1) Impact to services provided throughout the City;
   2) Relative qualification and ability to perform the work;
   3) Productivity and performance in current or previous position;
   4) Whether the employee and position are critical as determined by the City; and
   5) Physical fitness for the position;

C. If, after considering the above factors, the City determines that the qualifications of two or more employees are equal, the least senior employee or employees will be laid off.

26.02 Recall.

A. Following a layoff, if the City decides to hire employees, the City shall first notify laid off employees to return to work. Laid off employees shall be recalled in reverse order of lay off, so that the last employee laid off shall be the first to be given the opportunity to return to work.

B. The City shall provide written notice to those employees who are eligible to return to work. The employee shall respond in writing to the written notice within seven days. In the employee’s written response, the employee shall either agree to return to work as requested or decline to return to work.

C. If the employee declines in writing to return to work as requested, if the employee fails to respond in writing, or if the employee is absent without leave on the first shift the employee is scheduled to work, the employee shall be deemed to have resigned as a City employee and shall have no further right to be recalled.

D. Any employee who is laid off must insure the City has a current address for the employee. Non-receipt of a notice to return to work due to an outdated address shall not excuse the employee’s obligation to respond within seven days. Notwithstanding the employee’s obligations, the City shall make a good faith effort to contact the employee via telephone if the employee leaves a current telephone number on file with the Chief.
E. Any employee recalled from a lay off must meet all physical fitness requirements for the position. The City may require the employee to complete a physical prior to returning to work. Failure to pass a physical or to meet all physical fitness requirements shall be deemed a voluntary resignation and the employee shall have no further right to be recalled.

**ARTICLE 27 - GRIEVANCE PROCEDURE**

27.01 Grievance means a complaint by an employee or group of employees concerning the interpretation or application of the provisions of this Agreement, or of rules or regulations governing personnel practices or conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and immediate supervisor. At any step in this procedure the employee may request that a union representative be present.

27.02 Individual employees or groups of employees shall have the right to present grievances, in person or through the union representative, provided that any settlement reached is consistent with the provisions of this Agreement, the union representative is given an opportunity to be present at such adjustments, and the grievance has been properly filed and adjusted according to the established procedure set forth in this Article.

27.03 Failure by an employee or the Union to comply with any time limitations set forth in this Article shall constitute withdrawal of the grievance. Failure of the City to comply with any such time limitations 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 agreement between the City and the grievant(s) or Union.

27.04 Both parties agree to encourage an employee to discuss his complaint within the chain of command. Within fourteen (14) calendar days after the employee had knowledge, or should have had knowledge, of an occurrence giving rise to a grievance, the employee and/or the union representative shall submit to the Chief or his designee a written grievance, which shall be known as Step 1. The Chief or his designee shall meet with the employee and/or his representative, within seven (7) calendar days of receipt of the grievance. The employee may request that the union representative be present. The Chief shall submit a written answer to the employee within seven (7) calendar days following the meeting.

27.05 If the employee disagrees with the decision of the Chief, the employee may file within fourteen (14) calendar days of the receipt of the notice from the Chief or his designee a written grievance with the Mayor, which shall be known as Step 2. Within 14 calendar days of receiving the Step 2 grievance, the Mayor or his designee will meet with the employee, who may be accompanied by his representative, to discuss the grievance. Within fourteen (14) calendar days of this meeting, the Mayor will submit a written decision to the employee.

27.06 If the employee disagrees with this decision, the employee and/or his representative may, within thirty (30) days after receipt of the decision, initiate an appeal to the South Dakota Department of Labor, whose order shall be binding on the employee and the City in accordance with the provisions of SDCL Section 3-18-15.2, subject to either parties’ right of appeal pursuant to SDCL 1-26.
ARTICLE 28 - PERFORMANCE RATINGS

Employees shall receive annual performance ratings by their supervisors. Performance ratings shall be noted in employee service records and shall be considered in effecting personnel actions. If the employee disagrees with the evaluations, such employee may rebut said evaluation directly to the Chief in writing.

ARTICLE 29 - HEALTH INSURANCE

29.01 The City will pay 100% of the contributions of the Group Health Insurance for each participating employee and 50% of the contributions for the employee’s dependents.

29.02 An Employee who retires from City employment, in accordance with the provisions of South Dakota Retirement System, and who is a member of the Group Insurance Plan for the City of Rapid City, may, at the time of retirement, remain as a member of the Group Insurance Plan, until the age of 65 or when they are eligible for Medicare, 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,

A. Eligibility for retention of group membership shall be dependent on the employee meeting the requirements of retirement as set forth under the provisions of the South Dakota Retirement System for the class of employee under which the retirement eligibility is earned.

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

29.03 Any employee who retires from the City consistent with the rules of the South Dakota Retirement System, but chooses 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.

29.04 The City agrees to pay 100% of the cost of an employee’s contributions of 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 was employed with the City for at least 20 years, or;

B. The employee retires due to a medical disability

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 and must have been employed immediately preceding the retirement date. The retiree’s Health Insurance benefit expires upon the retiree becoming eligible for Medicare or reaching age 65.
29.02 Health Insurance Premium 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 reason, 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 annual leave 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 contribution by the City shall be on the same basis as would be paid if the employee has not become ineligible.

29.03 Employee health care benefits shall be governed by the City’s Healthcare Committee. The Bargaining Unit currently has two (2) voting positions on the Committee, and shall continue to hold proportional representation on the Committee. See up to date bylaws of the Healthcare Committee for further information.

29.04 In the event a firefighter dies in the line of duty, the City shall pay 100% of the spouse’s and 50% of the children’s health insurance contributions. If the firefighter does not have a spouse but has children, the City will pay 100% of their health insurance contributions. The City shall not be obligated to continue to pay contributions if the spouse remarries or reaches age 65 or becomes eligible for Medicare. The City shall pay contributions for children as defined by the City’s Health insurance plan.

ARTICLE 30 - LIFE INSURANCE

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

ARTICLE 31 - DENTAL INSURANCE

A group dental plan is provided for all employees covered by this Agreement with the employee contributing the full premium.
ARTICLE 32 - CHECK-OFF DUES

The City agrees to deduct from the pay of the employees covered by this Agreement who provide City with a written authorization for such deductions, initiation fees and assessments of the Bargaining Unit, but specifically excluding any assessments, or parts thereof, for any political purposes. City shall remit such deductions within ten (10) days after the end of the month for which the deductions are made. Written authorization by the employee is to be furnished in the form required. If an employee wishes to revoke the 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 1 of the following year. Check-off procedures and timing shall be worked out between the Union and the Employer.

ARTICLE 33 - REIMBURSEMENT OF EXPENSES INCURRED IN TRAINING PARAMEDICS

33.01 The City may, in its discretion, agree to pay for an employee to be trained as a paramedic. If the City agrees to pay for paramedic training, the City may require the employee to enter into an agreement regarding the payment of training expenses. Issues to be covered in the contract include, but are not limited to, repayment to the City for failed training, termination from employment with the City, and resignation of the employee during or within a set time period after successful completion of the training.

33.02 Employee will have the right to have union representation present during these negotiations for this agreement and will be allowed time to confer with said representation as to the terms of the agreement. Each agreement is personal with the individual employee’s unique circumstance and training program requirements. Previous reimbursement agreements between the City and employees will serve as a guide for these negotiations, but the previous agreements will not be controlling on the negotiation. During these negotiations both parties acknowledge their duty to negotiate in good faith.

ARTICLE 34 - SENIORITY

34.01 Seniority means the length of continuous service with the Fire Department, beginning with the latest date of hire with the City in the Fire Department.

34.02 Both parties are in accord that, along with other considerations, seniority within the division should be a factor in filling vacancies, in promotions, demotions, layoffs and recalls. All actions taken in these areas shall be taken with due consideration to ability, fitness, experience, qualifications, past performance and relative seniority. If all other considerations are relatively equal, seniority will prevail. The City shall be the judge of 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 a complaint through the grievance procedure under this Agreement.
34.03 The City will furnish the Union a list of the employees within the bargaining unit, showing the names of all employees in the order of their seniority ranking, within thirty (30) days after the effective days of this Agreement, and a revised listing each six (6) months thereafter. Protests of errors in or omissions from seniority rosters must be made to the City within sixty (60) days from the date of the first furnishing of the list, or the list, and all subsequent lists, will be deemed correct for all purposes. An information copy may be posted in the Main Station and each substation.

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

A. Quits;

B. Is discharged for just cause;

C. Retires;

D. Is laid off for a continuous period of thirty-six (36) 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 on a leave under Article 18 FMLA or Article 24 Military Leave

F. Is absent beyond any paid leave for thirty-six (36) months because of an occupational illness or injury, unless such time is extended in writing by the City and requested by the employee.

34.05 The Union and the City shall agree on circumstances under which persons who leave the classifications of work covered by this Agreement, but remain in the employ of the City in some other capacity, may retain seniority rights upon their return to their original unit. In the absence of such express agreement, such employees shall lose all seniority rights. All previous commitments shall be honored with regard to this section.

ARTICLE 35 - COMMITTEE FOR UNION-MANAGEMENT COOPERATION

35.01 For the purposes of fostering a productive working relationship, and addressing safety issues within the workplace, the Union and City agree that a Union Management Cooperation Committee shall be continued. Meetings of the Union Management Committee shall be held on an as needed basis at the request of either party.

35.02 The Committee or any employee may call to the attention of the Chief the fact that certain equipment may be dangerous to use, and the Chief shall have effective authority to remedy the situation by withdrawal of the equipment from use or arranging for its immediate repair. If the Chief refuses to take the necessary steps to remedy the situation, he must notify the employee or the Committee of his decision within twelve (12) hours after the matter is brought to
his attention, and the employee or Committee may take the matter immediately to the City Attorney’s Office for its immediate investigation and determination.

Any employee making a charge with respect to the safety of equipment shall have been expected to appropriately advise his supervisor of the deficiency of the machine which caused it to be unsafe.

35.03 The Committee shall be composed of three (3) members designated by the Union and three (3) members designated by the City. All recommendations with respect to safety shall be made the subject of a resolution by a majority of the Committee. If the Committee is unable to reach a majority decision on any question of safety, the question shall be referred to the person or persons selected by a majority of the Committee to decide the issue.

35.04 Minutes shall be kept of all meetings and shall be distributed to the City and the Union to the end that both the City and the employees will have an understanding of the deliberations of the Committee.

ARTICLE 36 - SAVINGS CLAUSE

If any provision of this Agreement is in contravention of the laws or regulations of the United States, the State of South Dakota, or the ordinances of the City of Rapid City, 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 thereof is in contravention of any such laws or regulations, the provisions thereof involved shall remain in effect until the dispute is settled by the court or other authority having jurisdiction in the matter.

ARTICLE 37 - DURATION OF AGREEMENT

37.01 This Agreement shall remain in full force and effect commencing at 12:01 a.m. on the 1st day of January, 2023, and shall continue in full force and effect until 12:00 midnight on the 31st day of December, 2026. On or before April 1, 2026, 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, 2027, the terms of this Agreement shall remain in full force and effect until a new agreement is in place.

37.02 On January 1, 2024, the parties will reopen negotiations for wage adjustments and scales per Appendix A, to take effect January 1, 2025.
Dated at Rapid City, South Dakota, this _____ day of ___________, 2022.

CITY OF RAPID CITY

______________________________
Steve Allender, Mayor

ATTEST:

______________________________
Pauline Sumption, Finance Director
(SEAL)

Dated at Rapid City, South Dakota, this _____ day of ___________, 2022.

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1040

______________________________
Ryan Marcks, President
APPENDIX A
WAGE SCALE & ADJUSTMENTS

The parties have agreed to a two year wage plan. The term will begin January 1, 2023 and terminate December 31, 2024. The parties agree to negotiate wages for 2025-2026 starting January 1, 2024.

The formula for calculating wage increases for the two year term of the contract will be explained in this Appendix.

All IAFF members will be placed on the same 10-step pay matrix on January 1, 2023 based on a 10% matrix adjustment from their end of year salary for 2022 into the new grade of their job description. See matrix below. There will no longer be separate pay matrices for a 40-hour IAFF member and a 56-hour IAFF member. Step increases on this new scale will be two and one-half percent (2.5%) for non-officers and one and one-quarter percent (1.25%) for officers, with each step occurring each year beginning in 2024. The step increases will be effective on the first day of the two week pay cycle in which the member will reach their anniversary date of hire.

On July 1, 2023 the IAFF matrix will be adjusted for cost of living equal to the Consumer Price Index Urban Consumers (CPI-U, Midwest Urban Region) for 2022. The cost of living adjustment cannot be a negative value with a maximum of four percent (4%).

On January 1, 2024, the IAFF pay matrix will be adjusted for the difference between 4% and the July 1, 2023 cost of living adjustment, up to four percent (4%). For example, if the cost of living adjustment is two percent in July of 2023 there will be a two percent matrix adjustment in January of 2024.

On July 1, 2024 the IAFF matrix will be adjusted for cost of living equal to the Consumer Price Index Urban Consumers (CPI-U, Midwest Urban Region) for 2023. The cost of living adjustment cannot be a negative value with a maximum of three percent (3%).

<table>
<thead>
<tr>
<th>Title</th>
<th>New Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>40 - EMT</td>
<td>0001</td>
</tr>
<tr>
<td>56 - FF Apr Recruit EMT</td>
<td>0001</td>
</tr>
<tr>
<td>56 - FF Appr FM 1 EMT</td>
<td>0001</td>
</tr>
<tr>
<td>56 - FF Appr FM 2 EMT</td>
<td>0001</td>
</tr>
<tr>
<td>40 - Paramedic</td>
<td>0002</td>
</tr>
<tr>
<td>40 - Senior EMT/Paramedic</td>
<td>0002</td>
</tr>
<tr>
<td>56 - Journeyman EMT</td>
<td>0002</td>
</tr>
<tr>
<td>56 - FF Appr Recruit Paramedic</td>
<td>0002</td>
</tr>
<tr>
<td>56 - FF Appr FM 1 Paramedic</td>
<td>0002</td>
</tr>
<tr>
<td>56 - FF Appr FM 2 Paramedic</td>
<td>0002</td>
</tr>
<tr>
<td>Position</td>
<td>Code</td>
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<tr>
<td>-----------------------------------------------</td>
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</tr>
<tr>
<td>56 - Open</td>
<td>0003</td>
</tr>
<tr>
<td>40 - Open</td>
<td>0003</td>
</tr>
<tr>
<td>40 - Senior Paramedic</td>
<td>0004</td>
</tr>
<tr>
<td>56 - Journeyman FF Paramedic</td>
<td>0004</td>
</tr>
<tr>
<td>40 - Fire LT Fire Prevention (B)</td>
<td>0005</td>
</tr>
<tr>
<td>40 - Fire LT FLTE</td>
<td>0005</td>
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<tr>
<td>56 - Fire Lt Operations EMT</td>
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<tr>
<td>56 - Fire Lt Operations (P)</td>
<td>0006</td>
</tr>
<tr>
<td>40 - Fire Lt Paramedic (P)</td>
<td>0006</td>
</tr>
<tr>
<td>40 - Fire Mobile Medic (P)</td>
<td>0006</td>
</tr>
<tr>
<td>40 - Fire Lt Fire Prevention (P)</td>
<td>0006</td>
</tr>
<tr>
<td>56 - Fire Captain Operations EMT</td>
<td>0007</td>
</tr>
<tr>
<td>40 - Fire Captain</td>
<td>0007</td>
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<tr>
<td>56 - Fire Captain Operations (P)</td>
<td>0008</td>
</tr>
<tr>
<td>40 - Fire Captain (P)</td>
<td>0008</td>
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<tr>
<td>Grade</td>
<td>Step 1</td>
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<td>AEMT</td>
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<tr>
<td>FF Appr Recruit Paramedic</td>
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<tr>
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<td>FF Appr FM 2 Paramedic</td>
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<td>Journeyman FF Paramedic</td>
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<tr>
<td>In Rank Completed</td>
<td>4</td>
</tr>
<tr>
<td>Fire Lt Paramedic</td>
<td>6</td>
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<td>Fire Captain Paramedic</td>
<td>8</td>
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<td>Grade</td>
<td>Year 1</td>
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<tr>
<td>----------------------------</td>
<td>----------</td>
</tr>
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<td>FF Appr Recruit EMT EMT</td>
<td>$56,050.37</td>
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<td>FF Appr FM 1 EMT</td>
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<tr>
<td>Journeyman EMT Senior EM</td>
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<tr>
<td>In Rank Completed</td>
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<tr>
<td>Fire Lt EMT</td>
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<td>Fire Lt Fire Prevention</td>
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<td>Fire Lt FLTE</td>
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<td>Fire Captain EMT</td>
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</tr>
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</table>

<table>
<thead>
<tr>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
<th>Year 7</th>
<th>Year 8</th>
<th>Year 9</th>
<th>Year 10</th>
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</thead>
<tbody>
<tr>
<td>$73,455.47</td>
<td>$74,373.66</td>
<td>$75,303.33</td>
<td>$76,244.63</td>
<td>$77,197.68</td>
<td>$78,162.65</td>
<td>$79,139.69</td>
<td>$80,128.93</td>
<td>$81,130.55</td>
<td>$82,144.68</td>
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<tr>
<td>$77,128.24</td>
<td>$78,092.35</td>
<td>$79,068.50</td>
<td>$80,056.86</td>
<td>$81,057.57</td>
<td>$82,070.79</td>
<td>$83,096.67</td>
<td>$84,135.38</td>
<td>$85,187.07</td>
<td>$86,251.91</td>
</tr>
</tbody>
</table>
APPENDIX B

CONVERSION TABLE

Conversions to and from a 40 hour work week to a 56 hour work week:

1) Annual Leave conversions:

<table>
<thead>
<tr>
<th>Hours worked per week</th>
<th>Employee Years of Service *</th>
<th>Hours of Annual Leave earned per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>40 hours</td>
<td>0 to 4 years</td>
<td>0-80 hours</td>
</tr>
<tr>
<td>56 hours</td>
<td>0 to 4 years</td>
<td>0-120 hours</td>
</tr>
</tbody>
</table>

Conversion factor from a 40 hour week to a 56 hour week is 1.5 x 80 (or the number of Annual Leave hours the employee has earned)
Conversion factor from a 56 hour week to a 40 hour week is 120 ÷ 1.5 (or the number of Annual Leave hours the employee has earned)

<table>
<thead>
<tr>
<th>Hours worked per week</th>
<th>Employee Years of Service **</th>
<th>Hours of vacation earned per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>40 hours</td>
<td>5 to 13 years</td>
<td>120 hours</td>
</tr>
<tr>
<td>56 hours</td>
<td>5 to 13 years</td>
<td>168 hours</td>
</tr>
</tbody>
</table>

Conversion factor from a 40 hour week to a 56 hour week is 1.4 x 120 (or the number of Annual Leave hours the employee has earned)
Conversion factor from a 56 hour week to a 40 hour week is 168 ÷ 1.4 (or the number of Annual Leave hours the employee has earned)

<table>
<thead>
<tr>
<th>Hours worked per week</th>
<th>Employee Years of Service ***</th>
<th>Hours of Annual Leave earned per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>40 hours</td>
<td>14+ years</td>
<td>160 hours</td>
</tr>
<tr>
<td>56 hours</td>
<td>14+ years</td>
<td>216 hours</td>
</tr>
</tbody>
</table>

Conversion factor from a 40 hour week to a 56 hour week is 1.35 x 160 (or the number of Annual Leave hours the employee has earned)
Conversion factor from a 56 hour week to a 40 hour week is 216 ÷1.35 (or the number of Annual Leave hours the employee has earned)

* As defined by Article 12, Annual Leave, Section 12.01 and 12.02.
** As defined by Article 12, Annual Leave, Section 12.01 and 12.02.B.
*** As defined by Article 12, Annual Leave, Section 12.01 and 12.02.D.
2) Sick leave conversions:

<table>
<thead>
<tr>
<th>Hours Worked Per Week</th>
<th>Sick Leave Earned Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>40 hours</td>
<td>Sick Leave = 56 hours</td>
</tr>
<tr>
<td></td>
<td>Short Term Disability = 56 hours</td>
</tr>
<tr>
<td>56 hours</td>
<td>Sick Leave = 84 hours</td>
</tr>
<tr>
<td></td>
<td>Short Term Disability = 84 hours</td>
</tr>
</tbody>
</table>

Conversion factor from a 40 hour week to a 56 hour week is 1.5 x 56 (or the number of Sick Leave hours the employee has earned)
Conversion factor from a 56 hour week to a 40 hour week is 84 ÷ 1.5 (or the number of Sick Leave hours the employee has earned)

3) Pay conversion:

When an employee is moved from a 56 hour work week to a 40 hour work week their hourly pay shall be adjusted so they receive the same pay as they received on the 56 hour work week.