

Agreement between

City of Rapid City

and

Local 1031, Council 65, American Federation of State,
County, and Municipal Employees AFL-CIO

For the Period January 1, 2023 through December 31, 2024

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DEFINITIONS

Confidential Employee – shall mean an employee whose duties normally require access to confidential information that contributes significantly to the development of management positions. Confidential employees include Human Resources Department staff, administrative assistants and paralegals in the City Attorney’s Office, and Mayor’s Office staff.

Crew Chief: A person who assists the Supervisory Employees in the day-to-day operation of a work unit. The Crew Chief is part of the bargaining unit. They shall not have authority to discipline other bargaining unit members. However, Crew Chiefs shall maintain authority to direct employees in workflow operations and to provide observational feedback to management, and the employee, about the employee’s performance. At the direction of a supervisor, Crew Chiefs may be part of the hiring process.

Days – unless specifically noted as “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, including the Airport Executive Director, City Attorney, Civic Center Executive Director, Community Development Director, Finance Officer, Fire Chief, Human Resources Director, IT Director, Library Director, Parks and Recreation Director, Chief of Police, and Public Works Director. “Department Director” as used in this Agreement shall include his or her designee.

Exigent Circumstances – shall mean situations that demand unusual or immediate action

Flex Scheduling – shall mean an altering of the start/stop time in the regularly scheduled work hours.

Full Time Employee- shall mean an employee whose regular annual schedule averages forty (40) hours per week.

Grievance – shall mean a complaint by an employee or group of employees concerning the interpretation, or the application, of the provisions of this Agreement or of rules or regulations governing personnel practices or conditions of employment, which has not been resolved satisfactorily in an informal manner between the employee and his immediate supervisor.

Layoff – shall mean an involuntary separation from employment due to lack of funding or work.

On-Call Duty – shall mean scheduled mandatory availability outside of a regular shift or schedule.

Premium Pay – shall mean additional pay for certain hours worked, in accordance with the Agreement, equivalent to one and one-half (1.5) times the employee’s regular rate of pay, except as provided in Section 19.02.

Professional Employee (as defined by FLSA)– shall mean an employee primarily engaged in work requiring advanced knowledge in a field of science or learning and of the kind customarily acquired by a prolonged course of specialized intellectual instruction.

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 Regular Benefited Employee, on a prorated basis.

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 amount of hours during that time period.

Seniority – shall mean a preference or priority based on the length of service.

Stagehand – shall mean an employee of the Civic Center’s Production Department.

Standby – shall mean advance notice of request for employee availability.

Supervisory Employee – shall mean an employee regularly responsible for supervising two or more bargaining unit members. For the purpose of this Agreement, Chiefs shall not be considered Supervisory Employees.

Regular Benefited Employee – shall mean a full-time employee who is eligible for City benefits.

He/Him – means he/him and she/her.

She/Her – means she/her and he/him.

**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND LOCAL 1031,
COUNCIL 65, AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES AFL-CIO**

This Agreement made and entered into at Rapid City, South Dakota, pursuant to the provisions of South Dakota Codified Laws 3-18-8, by and between the City of Rapid City, a municipal corporation of the State of South Dakota, hereinafter referred to as the “City” or as “Employer,” and Local 1031, Council 65, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union” or “Employees.”

WHEREAS both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into a complete Agreement covering rates of pay, hours of work, and conditions of employment; and

WHEREAS the parties recognize that all of the provisions of this Agreement must first meet the requirements and procedures required by law and the provisions of the statutes of the State of South Dakota; and

WHEREAS the parties do hereby acknowledge that this Agreement is the result of unlimited right and opportunity afforded each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work, and conditions of employment and incidental matters respecting thereto;

NOW THEREFORE, in consideration for the execution of this Agreement and the covenants mutually expressed herein and arrived at by the parties hereto, it is agreed as follows:

This Agreement sets forth the terms and conditions of employment for bargaining unit employees. The purpose of this Agreement is to establish between the City and the Union rates of pay, hours of work, fringe benefits, conditions of employment, and to promote efficiency in employee work performance. While the City’s applicable policies may supplement the terms of the Agreement, in the event of any inconsistencies between the terms of such manual and of this Agreement, the terms of this Agreement shall supersede.

The Agreement also provides an equitable and peaceful process to resolve disputes in interpreting and applying the terms herein consistent with the mutual goal of providing ever-improving public services.

ARTICLE ONE **RECOGNITION**

1.01. Pursuant to the provisions of SDCL Chapter 3-18 and any applicable regulations of the South Dakota Department of Labor and Regulation, the City of Rapid City (“City”) recognizes Local 1031, Council 65, American Federation of State, County, and Municipal Employees, AFL-CIO (“Union”) as the exclusive bargaining agent for the purposes of establishing wages, hours, and conditions of employment for all employees of the City of Rapid City except elected officials, supervisory employees, professional employees (as defined by the FLSA), confidential employees, Police Department employees, Fire Department employees, seasonal employees, part-time non-benefited employees, and stagehands.

ARTICLE TWO **MANAGEMENT RIGHTS**

2.01. Except to the extent expressly modified by a specific provision of this Agreement, the City of Rapid City reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the City, as such rights existed prior to the execution of this Agreement including, but not limited to:

- A. The right to operate and manage all manpower, facilities, and equipment.
- B. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, 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.
- C. The right to determine work assignments and work schedules, locations, or functions in accordance with municipal and departmental needs.
- D. The right to transfer, promote, or demote employees, or to terminate or otherwise relieve employees from duty for just cause, and to lay off employees due to lack of work or funds.
- E. The right to recruit, select, and determine the number of all types of employees required.
- F. The right to establish recognized training programs and requirements for promoting employees or maintaining required skills and knowledge.
- G. The right to establish departments’ functions and programs, including the setting and amending of budgets.
- H. The right to determine the utilization of technology and manpower and to modify organizational structures; to select, direct, and determine the number of personnel engaged in total functions or any particular part thereof.
- 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.
- J. The right to determine the mission, policies, and standards of service that will be provided to the public and to determine need and appropriateness of contracting or subcontracting with respect to City services. However, if the City decides that

contracting or subcontracting of the City's service is necessary, the City will notify the Union of the contract, its amount and its purpose.

2.02. To the extent that the above rights are specifically limited, in whole or in part, by the provisions of this Agreement, alleged violations are subject to the grievance procedure.

2.03. The City recognizes that supervisory personnel should not perform work usually completed by members of the bargaining unit. The Union recognizes that in certain circumstances and for limited time periods, supervisory personnel may perform bargaining unit work for the protection of the health, safety, and welfare of the public and the employees or for training purposes.

ARTICLE THREE **UNION RIGHTS**

3.01. Except to the extent expressly modified by a specific provision of this Agreement, the Union reserves all rights granted to public employee unions by the laws of the state of South Dakota. The Union specifically reserves the right to have this Agreement interpreted in accordance with any present or future decisions of the South Dakota Supreme Court to the extent that such decisions may be applicable to matters of interpretation or enforceability of any provisions contained herein.

ARTICLE FOUR **CONDUCTING UNION BUSINESS**

4.01. The council or international representative of the American Federation of State, County, and Municipal Employees Union shall be allowed to visit the various departments in the City at reasonable hours, provided that they shall first notify the Department Director or his designee. Union representatives shall not interfere with the conduct of the operations in the department or with the employees.

4.02. The City will not interfere with the rights of its employees to become members of the Union. The parties each agree that neither shall engage in practices intended to harass, coerce, or intimidate any employee regarding Union membership or non-membership. Members of the bargaining unit shall be eligible for union membership beginning on their first day of employment with the City. The Union shall be provided an opportunity, without management present, to give a presentation, answer questions, and solicit membership at all new hire orientations in which bargaining unit members will be present.

4.03. All Union officers and shop stewards referred to with specific duties or responsibilities in this Agreement shall be benefited employees of the City.

4.04. Union officers, shop stewards, or members shall not collect dues, or conduct union business during working hours, except as allowed under Section 4.07.

4.05. When a shop steward or officer must enter a work area other than his own for the purpose of conducting Union business, he must notify the supervisor of that area of his presence and the nature of his business.

4.06. Shop stewards and officers shall be selected by the Union and shall function on behalf of the employees in the bargaining unit. No more than 19 stewards and 2 Chief Stewards shall be selected. The Union shall furnish the list of the names of those selected and notify the Human Resources Department of any changes in this list as they occur.

4.07. A shop steward, upon request to his immediate supervisor or designated representative, shall have a privilege, without unnecessary delay, to devote time during normal working hours, without loss of pay, for reasonable periods:

- A. To investigate any grievance, dispute, or safety concern so that it may be properly presented to the supervisor or the designated representative.
- B. To present to a supervisor a grievance or dispute which has been requested by an employee or a group of employees.
- C. To attend meetings with supervisors or other City representatives when these meetings are necessary. All meetings will be held without unnecessary delay.
- D. To confer with a duly accredited officer of the Union and/or employee on City premises at such time as may be authorized by his supervisor.
- E. To confer with duly accredited Union field representatives on employer premises.
- F. To attend meetings while representing the Union, such as new hire orientation, Healthcare Committee, culture champion meetings, contract negotiations, etc.
- G. To visit departments/divisions to discuss work issues at the request of management or at the request of an employee, with management approval.

A union officer or shop steward may, if work conditions allow and upon approval of his immediate supervisor, be given use of a private room for such purposes. If no private room is reasonably available, such officer or steward may be given leave to use the union labor hall for a designated period of time. Such time shall be agreed upon in advance.

4.08. Prior to any proposed investigation of grievances, the steward shall obtain permission from his own supervisor and the grievant's supervisor, which will be granted unless the steward or grievant is working on something that requires their immediate attention. If permission cannot be immediately granted, the City will arrange to allow investigation of the grievance within a reasonable period of time. Supervisory permission shall be given verbally to shop stewards provided that verbal authorization ensures adequate controls; otherwise, written permission will be required. If it becomes necessary for a steward to receive written permission, the City will provide a form which will be used for this purpose.

4.09. At any investigatory interview between a representative of the City and an employee where the employee feels the meeting may result in discipline, the employee may select any Union representative to be present if the employee so requests. Pay for Union representation under this section shall be at the employee's basic hourly rate and only for actual time spent within his normal daily work schedule.

4.10. Union notices may be posted on the City's bulletin boards in all work areas in a space reserved for Union notices. Union notices may be posted on an electronic bulletin board or other electronic site that is available to Union employees. Copies of such notices shall first be submitted to management for approval and must be signed by the Union official responsible for its posting. Unsigned notices may not be posted. The following bulletins, however, do not require prior approval by management:

- A. Notices of Union recreational or social affairs.
- B. Notices of Union elections.
- C. Notices of Union appointments and results of Union elections.
- D. Notices of Union meetings.
- E. Union newsletter.
- F. Union recruitment flyer.

The City shall provide the Union, upon request, a current list of bulletin boards across the City. The Union or its duly authorized representative shall have the responsibility for removal of notices from the bulletin boards after they have become outdated. The material may be removed by management if anyone defaces, adds to, or writes over any general notice or bulletin or posts unofficial bulletins or any notices that are offensive.

4.11. A. The City agrees to grant the necessary time off, without discrimination, to Union delegates, not to exceed five (5) days, designated by the Union to attend an official labor convention. Absences for a labor convention shall require fifteen (15) days' written notice. The participation in Union activities such as Union meetings and committee meetings shall be permitted only during off-duty hours.

B. The necessary time off for the purpose of attending a labor convention as provided in subsection A shall be subject to the following limitations: collective time off for Union delegates shall not exceed one hundred twenty (120) hours in any calendar year and must be taken in not less than four-hour increments by each attendee. Employees must take time off consistent with their total shift length. Only one Union employee from a departmental division may be allowed time off at any one time.

4.12 All employees shall be entitled to review the contents of their personnel file at reasonable intervals during the normal operating hours of the Human Resources Department. An employee may, within 14 days of receiving notice of discipline, negative evaluation or review, or otherwise adverse document being placed in their file, submit a written rebuttal. Such rebuttal shall be placed in the employees file for as long as such adverse document remains in their file

ARTICLE FIVE
NO STRIKE OR LOCKOUT

5.01. During the period of this Agreement there shall be no strikes, stoppages, slow-downs, picketing, or other interference with the operations of the City, all of which are hereinafter referred to as strikes.

5.02. No officer, or representative of the Union, shall authorize, instigate, aid, or condone any strikes, and no employee of the bargaining unit shall participate in any strike. Union liability shall exist only if the Union calls, sanctions, ignores, disregards, or fails to take prompt action in endeavoring to terminate such strike or activity by members of the bargaining unit.

5.03. During the term of this Agreement there shall be no lockouts.

5.04. The City shall be under no obligation to bargain with the Union concerning employees who are on strike, or concerning the subject of any strike so long as the strike continues.

5.05. The City may discipline or discharge any employee who engages or otherwise participates in a strike, and such action shall not be subject to the grievance procedures contained in this Agreement upon any grounds other than the grounds that the employee did not take part in the strike.

ARTICLE SIX
DISCRIMINATION

6.01. In the administration of its affairs as the formal representative for the City employees in the bargaining unit, the Union agrees that it will administer the Agreement equally and equitably to all employees in the bargaining unit without discrimination on any grounds prohibited by state or federal law. The Union agrees that its membership, including all terms and conditions of this Agreement, is open to the entire bargaining unit.

6.02. The City recognizes that it shall apply the terms and conditions of employment on the same basis as the Union pledges above, and it will not interfere, restrain, or coerce any employee with respect to Section 6.01 above.

ARTICLE SEVEN
DUES

7.01. The City agrees to deduct the monthly union membership dues from the pay of those employees who individually request, on the form attached as Appendix A, that such deductions be made. The amounts deducted shall be remitted within ten (10) days to the duly designated union official. The Union shall advise the City in writing of the name of such official, as well as the total amount of monthly dues to be deducted each time such amount should change.

7.02. If an employee wishes to revoke his authorization to withhold union dues, a written request to do so must be presented to the City during the month of November on the form provided in Appendix B. The revocation of the employee's authorization will become effective on January 1st of the following year.

7.03. The Union will indemnify, defend, and hold the City harmless against any claims made, and against any suits instituted against the City resulting from the payroll deduction of Union dues based on information provided by the Union. The Union agrees to refund the City any amounts paid to it in error when presented with evidence thereof.

ARTICLE EIGHT

LABOR-MANAGEMENT/SAFETY COMMITTEE

8.01. The parties recognize that during the period in which this Agreement is in effect, problems with administration of this Agreement may arise which are not currently anticipated by the parties. The parties also recognize that if both the City and the Union strive to gain a better appreciation and understanding of each other's problems and objectives more constructive and productive relationships are likely to be created. The parties recognize that often what frequently first appears to be a problem or area of conflict are actually the result of misunderstandings, which are cleared away upon a complete and frank exchange of viewpoints and ideas. The parties believe that even though limitations are being placed upon formal collective bargaining negotiations through the extended period of this Agreement, the type of meetings described below will foster a better atmosphere in which to achieve improved day-by-day relations between the parties which they both desire.

8.02. In order to achieve the parties desire to foster a better relationship through improved communication, the Labor-Management/Safety Committee is hereby created. The committee shall meet quarterly or upon request by either management or the Union, as needed. It is understood that such meetings will be held for the purpose of appraising and discussing any problems which may arise concerning administration, interpretation, or application of the Agreement, or other matters which either party believes will contribute to improving the relationship of the parties within the framework of this Agreement. It is understood that such meetings shall not be for the purpose of handling formal grievances, or conducting continuous collective bargaining negotiations which in any way will modify, add to, or detract from the provisions of this Agreement. In agreeing to such meetings, the parties are providing concrete evidence of their sincere desire to encourage friendly, cooperative relationships between their respective representatives at all levels and with and between all employees covered by this Agreement, and to find ways to overcome difficulties, influences, or attitudes which interfere with such relationships.

8.03. Safety. This committee shall also be the means of handling problems concerning the safety of working conditions. Each of the parties recognizes the importance of protecting the health, safety, and lives of the City's employees, and the City will make every effort to improve working conditions in order to promote the health and safety of the City's employees.

The committee, or any employee, may call to the attention of a Department Director the fact that certain equipment may be dangerous to use, and the Department Director shall have effective authority to remedy the situation by withdrawal of the equipment from use or arranging for its immediate repair. If the Department Director refuses to take the necessary steps to remedy the situation, he must notify the employee or committee of the decision within twelve (12) hours after the matter is brought to the Department Director's attention, and the employee or committee may take the matter immediately to the City Attorney and the elected Union Safety Official for immediate investigation and determination of an appropriate course of action. Any employee making a charge with respect to the safety of equipment shall first advise his supervisor of the deficiency of the machine.

8.04. The committee shall be composed of four (4) members designated by the Union and four (4) members designated by the Finance Officer or Human Resources Director. All recommendations with respect to safety shall be adopted by a majority of the committee. If the committee is unable to reach a majority decision on any question of safety, the question shall be referred to a person or persons selected by a majority of the committee to decide the issue.

8.05. Minutes shall be kept of all meetings and shall be distributed to the City and the Union.

ARTICLE NINE **GRIEVANCE PROCEDURE**

9.01. An employee wishing to file a formal grievance must first attempt to rectify the situation with the immediate supervisor, unless that attempt would be futile. No person shall suffer discrimination or retaliation for the filing of, or involvement in, a grievance. Employees shall have the right to have a Union representative present at any stage in the grievance process.

9.02. Individual employees or groups of employees shall have the right to present grievances in person or through a formal representative of the Union. The formal representative of the Union may be present at any grievance-related meetings with an employee who has filed a grievance.

9.03. Failure by an employee or the Union to comply with any time limitations set forth in this Article shall constitute a withdrawal of the grievance. If the City fails to respond within any time limitations set out in this Agreement, then the employee shall have the right to move to the next step in the grievance procedure. It is agreed that all times may be extended by mutual agreement of the City and the Union.

9.04. Within fourteen (14) days after the employee has knowledge of, or should have had knowledge of, an occurrence giving rise to a grievance, the employee and/or a representative of the Union shall submit a written grievance to the Department Director. The initial written grievance to the Department Director shall be known as a Step I grievance. The Department Director shall meet to discuss the grievance with the employee and/or representative of the Union within seven (7) days of receiving of the grievance. The Department Director shall submit a written answer to the employee and to the Union within seven (7) days following the meeting.

9.05. If the employee disagrees with the decision of the Department Director, the employee may file within fourteen (14) days of the Department Director or their designee's written decision a written grievance with the Mayor. The grievance to the Mayor shall be known as a Step II grievance. Within fourteen (14) days of the receipt of the grievance, the Mayor or designee will meet with the employee, who may be accompanied by a Union representative, to discuss the grievance. Within fourteen (14) days of this meeting, the Mayor will submit a written decision to the employee and the Union regarding the subject of the grievance.

9.06. If the employee disagrees with this decision, the employee and/or representative may, within thirty (30) days after receipt of the decision, initiate an appeal to the South Dakota Department of Labor and Regulation, 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.

9.07. Grievances raised by a group of employees by the formal representative, which are of general concern regarding application or interpretation of this Agreement, shall be initiated at Step II of the grievance procedure. This provision shall not be used to resurrect an individual employee's grievance.

ARTICLE TEN **PROBATION**

10.01. New employees shall be probationary employees for a period of ninety (90) days, beginning on their benefited hire date. During the probationary period, the employee shall accrue seniority status and shall be eligible for union representation, beginning on their first day of employment. However, the employee may be laid off or terminated at the sole discretion of the City, with or without cause. The Union will be allowed to be present at the layoff or termination of the probationary employee in order to provide representation, but shall not interfere with the lay off or termination.

10.02. At management's discretion, an employee's probationary period may be extended for on additional ninety (90) day period. The employee's direct supervisor shall provide a specific written explanation for the need for such extension to the employee and the union by the end of the original ninety (90) day probationary period.

10.03. Probationary employees shall be eligible to use leave benefits after ninety (90) days from their latest date of hire. However, pursuant to Article 23, probationary employees are eligible for City-recognized holidays.

ARTICLE ELEVEN
SENIORITY

11.01. Seniority shall be the length of service measured in years, months, and days starting from the employee's benefited date of hire. When two or more employees have the same seniority, priority shall be determined by the alphabetical order of the employees' last names, and if that does not resolve the matter, then by the alphabetical order of their first names.

11.02. Seniority shall terminate only when an employee:

- A. Voluntarily resigns;
- B. Is terminated for cause;
- C. Retires; or
- D. Promotes or transfers out of the bargaining unit for more than six (6) months.

Absences under either the Military Leave policy or the Family and Medical Leave Policy shall not affect seniority.

11.03. The City shall provide to the Union via email a list of employees within the bargaining unit in the order of their seniority ranking within 30 days of the effective date of this Agreement, and every six (6) months thereafter. The Union shall have thirty (30) days from the date the City furnishes such list to protest any errors or omissions, after which time the list shall be presumed correct.

11.04. Prior to the 5th day of each month, the City shall provide the Union with a list of new hires and terminations within the bargaining unit.

ARTICLE TWELVE
LAYOFF AND REHIRING

12.01. The City retains the right to lay off bargaining unit employees, subject only to the procedures set out in this Article. If multiple employees in the same job description are laid off, employees with the least seniority shall be laid off first.

12.02. The City shall give thirty (30) days' notice to the Union and all employees to be laid off. Along with this notice, the City shall provide a current list of job openings, and the website where future job openings will be posted. Within five (5) days of receiving such notice, an affected employee may request placement in any open AFSCME position for which they meet the minimum qualifications and is the same or lower grade as the employee's current position. If two employees who both meet the minimum qualifications request the same vacancy, the City shall place the employee with more seniority. If an employee fails to demonstrate the ability to satisfactorily perform the duties of the position within ten (10) working days, the employee shall be placed in layoff status. Such employee shall retain the right to recall to their original position, or any other position the employee meets the minimum qualifications for.

12.03. A benefited employee who is laid off shall be given the opportunity to move into an open non-benefited position for which he meets the minimum qualifications and shall be eligible for reinstatement for two (2) years from the date of layoff. The employee may request reinstatement in any job opening that is equal or lower in grade to the employee's previous position, and reinstatement shall be granted if the following conditions are met:

- A. The employee had completed their probationary period prior to being laid off;
- B. The employee meets the minimum qualifications for the position; and
- C. The employee is available to start working within seven (7) days of requesting reinstatement.

12.04. Any employee who is reinstated following layoff shall have any Sick Leave accrual reinstated and shall accrue Annual Leave at the same rate as when he was laid off. If the employee is reinstated in the same or similar position, he shall be reinstated at the same or higher rate of pay. A similar position is a position within the same work unit, or a position in another work unit or department with similar duties and level of authority. Seniority rights shall accrue during layoff status.

ARTICLE THIRTEEN

JOB POSTINGS

13.01. When a bargaining unit job vacancy is to be filled, the position shall be posted on the City's website for at least five (5) business days. Such posting shall also be distributed to the Union via email, and the Union shall be responsible for posting on Union bulletin boards. If more than one vacancy occurs for the same position in a forty-five (45) day period, the Human Resources Director, in consultation with the Department Director, may waive the posting requirement. In such case, the Human Resources Director shall notify the Union of such decision.

At the conclusion of the posting period, the City shall first consider bargaining unit applicants and eligible veterans. The selection process shall be consistent with SDCL Chapter 3-3. Any bargaining unit member who meets the minimum qualifications for the position shall be guaranteed an interview. In selecting among bargaining unit members who meet the minimum qualifications, the City shall consider the following: relative qualifications and abilities; physical fitness for the position, if applicable; productivity and performance in previous or current City positions; and seniority. If no veteran or bargaining unit employee is selected, the City may select any applicant to fill the position.

13.02. It shall be common practice and understanding that no employee may apply for a vacancy before successfully completing six (6) months of service; however, the Union and management may make exceptions to this practice by mutual agreement.

13.04. If an employee is selected for a job vacancy, the employee may be required to remain in his or her current position until a replacement can be found. However, if the employee is required to remain for more than thirty (30) days, the employee will then receive the rate of pay for the new position, until the employee is allowed to transfer.

13.05. An employee who has been selected to fill a vacancy may request a trial period, not to exceed thirty (30) days. During the trial period, the employee shall receive the rate of pay of the new job. The employee's old position may be posted but not filled during the trial period.

Prior to the end of the trial period, the employee or supervisor may determine that the employee is unable to fulfill the requirements of the job. The employee shall then return to the previous position.

13.06. An employee who transfers or promotes out of the bargaining unit shall not lose seniority for a period of six (6) months.

13.07. If a job position has different shifts, an opening in one shift shall first be opened up within the bargaining unit and filled based on seniority. However, this section shall not apply to the Airport, the Civic Center, or the Library.

ARTICLE FOURTEEN **HOURS OF WORK**

14.01. Each Department Director shall designate the scheduled hours of work for employees in that department. The hours of work shall, as far as practicable, be uniform for employees in the same division assigned to perform the same duties.

14.02. The regular workday shall be either eight (8) or ten (10) consecutive hours of work, excluding lunch and rest periods, in a twenty-four (24) hour period. The work week shall be forty (40) hours and runs Sunday through Saturday.

14.03. Work schedules shall be established by the City. Employees shall be scheduled to work on a regular shift; however, daily and weekly work schedules may be permanently or temporarily changed by the City to suit varying business conditions and will be communicated at least five (5) working days in advance, unless doing so is not feasible due to exigent circumstances. Changes in schedule may be communicated by posting on a bulletin board in combination with either phone or email notification. It shall be the employees' responsibility to make sure management has a current phone number and email address for such notifications. "Exigent circumstances" is defined as situations that demand unusual or immediate action. For any part of a shift that was unilaterally changed by management with less than five (5) days' notice, the employee shall be paid premium pay.

14.04. Flex scheduling may be allowed if the schedule and work allow and it is mutually agreed upon by both the employee and the supervisor.

14.05. Any employee who is relieved by another employee at the end of his shift may not leave the post of duty until a relief person is present and ready to work. The responsibility of reporting operational problems rests with the employee seeking relief.

14.06. Except in exigent circumstances, no employee shall be required to work more than sixteen (16) hours in a shift. An employee shall be given a minimum of eight (8) hours off between shifts.

14.07. The Hockey Coordinator position is exempt from the requirement in Section 14.03 (restated in Section 19.01) that unilateral schedule changes of any part of a shift with less than five days' notice entitles the employee to premium pay equal to one and one-half times the employee's regular rate of pay. The Hockey Coordinator position will receive regular pay, not premium pay, for work performed pursuant to schedule changes with less than five days' notice. The City shall endeavor to provide as much notice as possible to the Hockey Coordinator position of his or her scheduled hours of work.

ARTICLE FIFTEEN

REST PERIODS, CLEAN-UP TIME, MILEAGE

15.01. Employees shall receive one (1) fifteen (15) minute paid rest period for every four (4) hours worked. The City retains the right to schedule such breaks to meet its operational needs. Rest periods may not be postponed or accumulated. At management's discretion, employees may also receive one daily unpaid lunch break, which shall be a minimum of thirty (30) minutes. If this lunch break is interrupted for a work-related reason, the employee will be allowed to pause their lunch period and resume it to its entirety immediately following the interruption.

15.03. Where the nature of the job requires it, employees shall be entitled to a reasonable period, not to exceed fifteen (15) minutes, to clean up before leaving work without a deduction in pay.

15.04. If an employee is required by the City to travel, the employee will be paid for his or her travel time. Food and travel expenses for travel outside of Rapid City shall be governed by City travel regulations.

ARTICLE SIXTEEN

MISCELLANEOUS EMPLOYEE BENEFITS

16.01. Employees engaged as mechanics shall furnish the ordinary hand tools necessary to perform the work required of them. Tools to be provided by the employees shall be determined by the Labor-Management/Safety Committee. The City will furnish all other tools. The City shall not be responsible for broken, stolen, damaged, or lost tools. Any employee who loses City tools or other City property may be charged for the cost of such tools. Each employee classified as a mechanic who is beyond the employee's probationary period as specified in Article 10 shall be provided a quarterly tool allowance reimbursement up to \$300, for an annual total of \$1200. Each eligible employee shall be required to submit receipts for tools purchased for reimbursement. Premiums paid for tool insurance shall also be reimbursable. Any quarterly allowance not used shall carryover throughout the calendar year. Eligible employees shall have until January 31st to submit receipts to be reimbursed for the prior year's tool allowance.

16.02. The City shall provide protective clothing, equipment, safety footwear, and uniforms ("PPE" or "personal protective equipment") on jobs where it deems necessary. City shall provide Union with a PPE list provided by each department/division describing the PPE

provided for their employees. When City makes any changes to this PPE list, it shall provide notice to the Union. Concerns about the PPE provided may be addressed to the Labor-Management/Safety Committee.

- A. Any employee who leaves City employment for any reason within ninety (90) days of receiving his or her PPE may be asked to reimburse the City and/or to return the clothing purchased to the City, or the City may take the cost of the PPE out of the employee's paycheck, as allowed by law.
- B. In special situations, the City may provide a PPE item through reimbursement to the employee for the employee's purchase of the PPE, upon approval of the reimbursement by the employee's supervisor and provision of receipts. When this reimbursement is for safety footwear, the maximum reimbursement to the employee will be \$200.
- C. The City shall provide an annual prescription safety glasses reimbursement of \$175 to eligible Union employees. Eligible employees are employees who are required to wear safety glasses as part of the personal protective equipment required for their job.
- D. If an employee's PPE is damaged to the point of being unusable as a result of the employee's work activities, the City shall provide replacement PPE to the employee at the City's cost.

16.03. All items furnished by the City shall remain the property of the City and shall be used only in connection with duties required by the City. Before replacement of any item, the employee shall return the item being replaced to the City, if required to do so. All property belonging to the City will be returned before final pay upon termination. The sufficiency of items furnished by the City will not be subject to the grievance procedures in this Agreement, but shall be an appropriate subject of discussion for the Labor-Management/Safety Committee. In case of gross negligence, or improper use and care on the part of the employee, the employee shall be required to replace, at the employee's own expense, any lost or damaged items furnished by the City under this Article.

16.04. Employees shall be provided sufficient parking at no cost to the employee.

16.05. Employees shall be eligible for a Parks and Recreation Punch Card each year they are employed by the City. Each Punch Card shall entitle the employee to four nine-hole rounds of golf, and twenty additional punches to be used at a City-owned pool, including the swim center, or the ice arena. An eligible employee may use the punch card for family members and guests, but each person using the facilities shall redeem one punch.

ARTICLE SEVENTEEN

DISCIPLINE AND DISCHARGE

17.01. Employees shall only be disciplined for just cause.

17.02. 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 9.

17.03. The City shall provide the employee and, if the employee agrees, the Union with a written explanation for any disciplinary suspension or discharge. Such disciplinary measures shall be subject to the Grievance Procedure (Article Nine).

17.04. If an employee is found to have been wrongfully discharged or suspended, the employee shall be reinstated without any loss of seniority and compensated for any time lost. Any compensation the employee received from other employment during the discharge or suspension shall be credited against any reimbursement from the City.

ARTICLE EIGHTEEN

RATES OF PAY

18.01. Beginning on January 1, 2023, employees shall begin receiving the rate of pay listed in Appendix E, with adjustments to be made in accordance with Appendix F. The parties agree to conduct a wage study for AFSCME employees in 2023, which study shall be paid for by the City. Once the wage study is complete, the parties shall negotiate for wages in 2024 based on the wage study.

18.02. If an employee, on his or her regularly assigned shift, works between the hours of 9:00 p.m. and 7:00 a.m., the employee shall receive, in addition to the applicable straight-time rate of pay, a night shift differential of one dollar (\$1) per hour for all hours worked between those times.

18.03. Whenever the City shall combine job classifications, change job classifications, or establish new job classifications, it shall put such changes into effect, and in the event the Union disagrees with the rate or rates so established, such rate will continue in effect, and the parties agree that the Agreement will be subject to re-negotiation as to that issue only.

18.04. An employee will normally be assigned to work his or her regular job. However, the City and Union acknowledge that an employee may be required to perform other jobs from time to time at the direction of a supervisor or chief. An employee temporarily assigned to work in a lower paid classification will do so without any reduction in pay.

18.05. Any employee temporarily assigned to work in a higher paid classification shall receive an increase of either 5%, 7.5% or 10% in pay, at management's discretion. This provision does not apply in the following circumstances:

- A. In cases of temporary, or emergency assignment for not over two (2) consecutive hours in any one day;
- B. In cases where employees are, from time to time, assigned to work in higher classifications as trainees for such classification; or
- C. If an employee requests training in another classification and, if the supervisor agrees to train such employee, the employee's rate of pay shall not change during a training period of not more than a maximum of five hundred (500) hours (unless a longer period is agreed upon by the employee, City, and Union). If the training is required by the City, this exception shall not apply.

18.06. Employees shall be paid bi-weekly on the Friday following the conclusion of the bi-weekly pay period. If such Friday falls on a recognized holiday, employees may be paid prior to the holiday, but not after. The employee shall be furnished with a statement showing the hours worked in the pay period and all deductions made from the gross pay.

ARTICLE NINETEEN

OVERTIME AND PREMIUM PAY

19.01. One and one-half (1.5) times the employee's regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in one week. Premium pay of one and one-half (1.5) times employee's regular hourly rate of pay shall be paid for the work performed pursuant to a unilateral schedule change with less than five (5) days' notice (Article 14).

19.02. Two (2) times the regular hourly rate of pay shall be paid for work performed after sixteen (16) consecutive hours, except where this is occasioned by an employee trading shifts or hours of work. This rate of pay shall be paid until the employee receives five (5) hours or more of uninterrupted time off before returning to work. This rest period may be provided on-site, so long as adequate sleeping facilities are furnished and the period of rest is not interrupted by any work activities

19.03. Overtime shall not be paid twice for the same hours, nor shall there be a duplication or pyramiding of premium pay. All leave time, except hours classified as leave without pay, shall be considered hours worked for the purpose of calculating overtime. There shall be no premium pay for hours not worked.

19.04. The City will distribute overtime as follows:

- A. The City will determine in each instance if overtime work is required and, if so, how many employees will be required to perform the work. Overtime will not be allowed without the approval of the Department Director or their designee.
- B. Scheduled overtime work shall be distributed on the basis of seniority. When overtime opportunities become available, they will be offered to employees

within the work unit to employees with the greatest seniority. If no employees in the work unit volunteer for the overtime work, it shall be assigned to employees with the least seniority.

- C. Subsection B shall not apply to non-scheduled overtime. Non-scheduled overtime is work required to be performed beyond the end of a regularly scheduled shift.

ARTICLE TWENTY

REPORTING AND ON-CALL AND STANDBY PAY

20.01. Reporting. If an employee reports for work on a regular shift without previously having been notified not to report, the employee shall be given three (3) hours of work or, if no work is available, the employee shall be given three (3) hours of pay at the regular hourly rate of pay. If the City cannot use an employee in his or her regular capacity, it may avail itself of the employee's services for the above-mentioned period in any capacity. Employees shall keep the City advised at all times of their address and a telephone number where they may be reached. This minimum pay of three (3) hours shall be waived when the position is unable to work as a result of causes beyond the City's control.

20.02. On-Call Duty. An employee who is scheduled for on-call duty shall be paid one and one-half hours (1.5) hours at the regular rate of pay for each day they are on-call and four (4) hours for each holiday they are on-call.

20.03. On Call Call Out. An employee who is called in to work outside of a regular shift or schedule while on call shall be paid premium pay for actual hours worked. Such employees shall be guaranteed at least three (3) hours of work or three (3) hours of pay at the premium rate of pay. However, for any call that can be handled by the employee remotely (i.e. via telephone, mobile device, computer, etc.) and does not require the employee to travel to the workplace, the employee shall be paid for a minimum of one and a half (1.5) hours of work at his or her regular rate of pay. Subsequent calls within that one and a half (1.5) hours shall not result in any additional compensation.

20.03. Standby Duty. A standby arrangement may be established in any division or department within the City where, by nature of the service furnished by the City, demands are made for emergency service. Such standby arrangement shall be on a daily or weekly basis. The standby arrangement shall include as many employees as necessary to ensure adequate standby coverage. An employee on standby shall be available for emergency work that may arise at any time during the scheduled day or week. An employee shall receive one and one-half (1.5) hours of straight time pay for standby duty for each workday he or she is on standby. If such duty occurs on a holiday, an employee will be paid four (4) hours of straight time pay. The employee shall be ready and able to respond immediately to any calls to work. Failure to be available for or to respond immediately to calls to work, once standby has been agreed to, may be cause for disciplinary action up to and including termination.

- A. Scheduled standby shall be distributed on the basis of seniority. When standby opportunities become available, they will be offered to employees within the work unit to employees with the greatest seniority.

If no employees in the work unit volunteer for the standby work, it shall be assigned to employees with the least seniority.

20.04. Standby Call Out. An employee who is called in to work while on standby shall be paid premium pay for the actual hours worked.

20.05. Called in to shift early. When an employee is called in to begin work prior to the start of the shift and works continuously into the shift, the employee will be paid straight time for the additional time worked, unless Section 14.03 applies to require premium pay.

ARTICLE TWENTY-ONE
ANNUAL LEAVE

21.01. Benefited employees shall be entitled to Annual Leave paid at their regular hourly rate of pay. Full-time employees shall accrue Annual Leave as shown below (part-time employees shall accrue leave on a prorated basis):

| Length of Employment (Years) | Accrual Rate/Pay Period (Hours) |
|---|--|
| Date of hire to completion of 4 years continuous employment | 3.08 |
| After completion of 4 years to completion of 13 years continuous employment | 4.62 |
| After completion of 13 years continuous employment | 6.15 |

21.02. The following table shows the maximum amount of Annual Leave an employee may carry over each year. Accumulations in excess of this amount will be forfeited on January 1st. A Department Director may, at his sole discretion, allow additional carryover amounts when operational requirements preclude the usage of excess leave.

| Length of Employment (Years) | Maximum Carryover (Hours) |
|---|----------------------------------|
| Date of hire to completion of 4 years continuous employment | 120 |
| After completion of 4 years to completion of 13 years continuous employment | 160 |
| After completion of 13 years continuous employment | 200 |

21.03. Use of Annual Leave shall be scheduled as determined by the Department Director, but shall be granted as requested if consistent with the operational requirements of the unit. When such operational requirements limit the number of employees who may take leave, priority shall be based on seniority.

21.04. On or before December 15th of each year, each Department Director shall give employees a ten (10) day period to select Annual Leave for the upcoming calendar year. Such leave will be granted based on seniority and staffing requirements. Any employee not selecting leave during this time shall relinquish seniority rights for the purpose of scheduling Annual Leave. The schedule of seniority leave shall be posted by January 1st.

21.05. An employee may schedule Annual Leave for which they have not yet accrued sufficient time, as long as they actually have sufficient leave time by the date the leave is scheduled.

21.06. Pay for Annual Leave.

- A. All Annual Leave shall be paid at the employee's regular rate of pay on the date the leave commences.
- B. Employees shall not be allowed to waive Annual Leave and receive double-pay for working during leave.
- C. When an employee leaves employment with the City of Rapid City for any reason, the employee shall be paid for all unused Annual Leave, up to a limit of 160 hours.

**ARTICLE TWENTY-TWO
FUNERAL LEAVE**

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

22.02. Any additional time required to attend a funeral may be taken as Annual Leave.

**ARTICLE TWENTY-THREE
HOLIDAYS**

23.01. Employees, including employees in their probationary period, not working a holiday recognized in the Agreement shall receive a regular shift's pay at their regular rate of pay for the holiday. Appendix C lists the recognized holidays, by Department. However, any employee who is scheduled to work on a holiday but refuses to do so shall not be paid for the holiday. Any holiday not worked shall count towards the computation of overtime.

23.02. Employees, including employees in their probationary period, working any holiday recognized in Appendix C shall be paid the premium rate of one and a half (1.5) times their regular rate of pay.

23.03. Each employee who has completed his or probationary period by October 15th of the employee's first year of employment shall receive two personal holidays. Every year after the first year of employment, each employee shall receive the personal holidays. Employees may not use personal holidays until their probationary period has been completed. Personal holidays shall

be scheduled according to procedures established by the Department Director, and personal holiday hours may be split. This Section shall not apply to Library employees.

23.04. Each Library employee who has completed his or her probationary period by October 15th of the employee's first year of employment shall receive three personal holidays. Every year after the first year of employment, each Library employee shall receive three personal holidays. Employees may not use personal holidays until their probationary period has been completed. Personal holidays shall be scheduled according to procedures established by the Library Director, and personal holiday hours may be split.

23.05. Employees of the Material Recovery Facility, Landfill, and Collections Division of the Public Works Department, if scheduled, shall work the Friday after Thanksgiving at their regular rate of pay. Such employees, who actually work on that Friday, shall receive an additional personal holiday, provided they have completed their probationary period by that Friday. The employee shall use such personal holiday within twelve (12) months, or it shall be forfeited.

23.06. Whenever any of the holidays fall on a Sunday, the Monday following shall be observed as the holiday, except for personnel engaged in continuous operations, who shall observe the actual day listed in Appendix C. Whenever any of the holidays fall on a Saturday, the Friday immediately preceding shall be considered as a holiday, except for personnel engaged in continuous operations, employees of the Landfill, and employees of Rapid Transit System, who shall observe the actual day listed in Appendix C.

ARTICLE TWENTY-FOUR **SNOW DAYS**

24.01. Employees shall be entitled to two shifts of Snow Day Leave each calendar year. In the event that the Mayor or designee declares a snow day, any employee scheduled to work but not required to report shall use Snow Day Leave for the length of his scheduled shift.

24.02. If the Mayor declares a third or subsequent snow day, employees may use Annual Leave, Sick Leave, or Personal Holiday.

24.03. Employees required to report to work during a snow day shall accrue paid Administrative Leave for the hours actually worked up to the number of hours of their scheduled shift. Administrative Leave shall be used by January 31st of the year following the year in which it was accrued, and shall be scheduled in the same manner as Annual Leave.

ARTICLE TWENTY-FIVE
SICK LEAVE

25.01. Benefited employees shall be entitled to Sick Leave paid at their regular hourly rate of pay. Abuse of Sick Leave shall be cause for disciplinary action.

25.02. Beginning in 2021, each regular benefited employee shall accrue 2.16 hours of Sick Leave per pay period. Part-time benefited employees shall accrue a prorated amount of Sick Leave based on their schedule. Employees shall be eligible to use Sick Leave after ninety (90) days of employment.

25.03. An employee shall notify his or her supervisor as far in advance as possible that he or she will be using Sick Leave. The City may require a statement from a treating physician, or other satisfactory evidence, to support the use of Sick Leave. Failure to provide such evidence may result in the loss of Sick Leave pay, or other discipline for time absent.

25.04. The City may, at its own expense, require an employee to be examined by a physician of the City's choosing. In such case, the employee shall be required to provide the City with a written authorization to release medical information relating to the current illness or condition. Failure to submit to such examination shall result in an immediate forfeiture of this benefit.

25.05. The City may also require a release from a treating physician before an employee returns to work after a serious or prolonged sickness or injury. If such release is required, the employee shall not be allowed to return to work until it is provided.

25.06. The payment of Sick Leave benefits shall terminate on the effective date of Long-Term Disability, as determined by the South Dakota Retirement System. When an employee either retires or resigns from the City after at least five (5) years of service, the employee shall be paid for one-quarter (1/4) of any remaining Sick Leave hours at his or her final regular rate of pay. An employee who is terminated pursuant to Article 17 is not due any payment for unused Sick Leave under this provision.

25.07. An employee may use accrued Sick Leave for the following:

- A. Personal illness or injury;
- B. Illness of a parent, spouse, domestic partner, child, stepchild, or dependent residing in the employee's home. The City may require a doctor's statement specifying the nature of the illness.
- C. Three (3) days Sick Leave may be used for paternity leave; up to five (5) days may be used if there are medically verified complications with the mother or child. Paternity leave shall be taken prior to the eighth (8th) day following the birth of the child.

25.08. Any employee who accumulates 240 hours or more of Sick Leave on any January 1st shall have the option of using forty (40) hours of Sick Leave as Annual Leave. These

hours shall be entered as Sick Leave on the employee's time sheet, with a notation of "other annual leave."

ARTICLE TWENTY-SIX **SHORT-TERM DISABILITY PLAN**

26.01. All benefited employees who are participating members of the South Dakota Retirement System shall be eligible for the City's Short-Term Disability Plan.

26.02. Beginning in 2021, each regular benefited employee shall accrue 2.16 hours of Short-Term Disability Leave per pay period. Part-time benefited employees shall accrue a prorated amount of Short-Term Disability Leave based on their schedule. Employees shall be eligible to use Short-Term Disability Leave after ninety (90) days of employment. An employee must be off work for three consecutive working days prior to receiving the short-term disability leave benefit.

26.03. An employee who, in the opinion of his or her medical physician, 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.

26.04. In case of a dispute between an 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 the findings of the medical physician chosen by the employee be furnished to a medical physician chosen by the City for verification. If the findings are then verified, no further review shall be conducted;
- B. If the City's physician does not agree with the findings of the employee's physician, the City shall request that the two physicians agree upon and appoint a third qualified and impartial medical physician to examine the employee, the expense of such examination to be equally shared between the employee and the City;
- C. Such three doctors shall constitute a board of three, which shall decide the issue by majority vote.

ARTICLE TWENTY-SEVEN **FAMILY AND MEDICAL LEAVE**

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

27.02. An employee taking FMLA leave will be required to use all paid Sick Leave, all paid Short-Term Disability Leave if eligible, and all but 40 hours of Annual Leave before going on unpaid status.

ARTICLE TWENTY-EIGHT
WORKERS' COMPENSATION

28.01. An employee who, as a result of a work-related injury, becomes eligible for temporary disability benefits under South Dakota's workers' compensation laws, shall supplement any such monies received first with any accrued Sick Leave. Any accrued Sick Leave, Annual Leave, or Short-Term Disability Leave shall be used to supplement workers' compensation payments, so the employee receives 100% of his or her regular weekly pay, as long as the employee has sufficient paid leave balances.

28.02. An employee who suffers a work-related injury and seeks medical treatment the same day shall not be required to use leave or suffer any loss of pay on the day of the injury.

ARTICLE TWENTY-NINE
JURY AND COURT APPEARANCE LEAVE

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

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

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

ARTICLE THIRTY
MILITARY LEAVE

30.01. 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.

30.02. An employee who has completed his or her 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 (10) days' notice prior to the time of departure;
- B. Satisfactorily complete the requirements of the training; and
- C. Return to his or her 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.

30.03. For any employee who fulfills the requirements of Section 30.02, the City shall make up any difference between the military pay allowances and the employee's regular rate of pay for the fifteen (15) day period.

ARTICLE THIRTY-ONE
PERSONAL LEAVE WITHOUT PAY

31.01. An employee may request an unpaid personal leave of absence, not to exceed one hundred eighty (180) days for extenuating circumstances. Each Department Director shall have the authority to either grant or deny the request, based on the best interest of the Department.

31.02. Seniority shall not either accrue or be lost during any such approved leave of absence.

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

31.04. Employees returning in a timely manner shall be placed based upon seniority, ability to perform the work, and the availability of the type of work performed before the leave.

ARTICLE THIRTY-TWO
INSURANCE BENEFITS

32.01. A. The City agrees to pay one hundred percent (100%) of the premiums of the Group Health Insurance Plan for each full-time benefited participating employee, and fifty percent (50%) of their spouses and eligible dependents' premiums.

32.02. Employee health care benefits shall be governed by the City's Healthcare Committee. AFSCME members currently hold three voting positions appointed by the Union President. AFSCME members shall continue to hold proportional representation on the Healthcare Committee. Currently, employees, their spouses, and dependents are eligible for benefits under the City's self-insured Group Health Insurance Plan administered by a third-party administrator.

32.03. Employees, their spouses and dependents are eligible for any dental or vision plans offered by the City. The City does not contribute to the cost of these plans.

32.04. Employees are covered by a Group Life Insurance Plan, with 50% of the cost paid by the City. The Plan shall provide at least \$20,000 in coverage.

32.05. An employee's insurance coverage under these plans will terminate on the last day of the month in which the employee works for the City.

ARTICLE THIRTY-THREE

RETIREMENT/DEATH/DISABILITY BENEFITS

33.01. An employee who retires from City employment, in accordance with the provisions of the 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 he/she is 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 the employee's retention of their membership in the City's Group Insurance Plan 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.
- C. The employee must have participated in the City's Health Insurance at least five (5) years immediately preceding the retirement date.

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

- A. The employee retires in accordance with the provisions of the south Dakota Retirement system and was employed with the City for at least 20 years, or;
- B. The employee retires due to a medical disability and qualifies for disability benefits as determined by SDRS.
- C. The employee who retires under A or B above must have participated in the City's Health Insurance Plan 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.

33.03. Eligible spouses and dependents of a retiree, if covered by the health insurance at the time of retirement, shall have the right to continue the health insurance if they have participated in the City's Group Health Plan at least five (5) years immediately preceding the employee's retirement. A spouse can continue until age 65 or Medicare/Medicaid eligibility, whichever comes sooner. A dependent may continue for eighteen (18) months. The spouses and

dependents receiving continued benefits under this Section shall be responsible for the cost of the premiums. Any such payments shall be made at the time specified by the City Finance Director, and it shall be the retiree's or dependent's responsibility to make the payments on or before the date specified. Failure to make such payments when due may cause the insurance to lapse and the City shall not be responsible for collection.

33.04. Upon the death of an active employee or retired member who satisfies the eligibility requirements of this Article and who is participating in the Group Health Insurance Plan at the time of death, the eligible dependent(s) may retain dependent coverage pursuant to Section 33.03 as if the employee or retiree's insurance had not terminated, provided that the affected dependent pay all premium costs of the Plan. Any such payments shall be made at the time specified by the City Finance Director, and it shall be the dependent's responsibility to make the payments on or before the date specified. 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.

33.05. When an employee has exhausted his or her available leave and will no longer receive compensation from the City of Rapid City due to a medical disability, the City shall pay the employee's health insurance contribution on the following basis:

For each full year of credited service, one (1) month of health insurance contribution will be paid to a maximum of twelve (12) months of contribution payments.

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, or upon approval for Disability Retirement under SDRS, whichever is earlier.

Payment of the contribution by the City shall be on the same basis as would be paid if the employee had not become ineligible.

33.06. Notwithstanding any other language in this Agreement, any employee who was employed by the City before July 1, 2017 and 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 nine hundred sixty (960) hours, to be paid at the employee's final regular rate of pay, provided that the maximum benefit payable shall not exceed the amount of their last 12 months earnings based on the following schedule:

| | |
|------------|-----|
| To age 55 | 25% |
| To age 60 | 35% |
| To age 62 | 45% |
| Thereafter | 50% |

An employee who is terminated is not due any payment for unused leave under this provision. The employee shall receive the greater of this Section or the amount provided in Section 25.06, if both are applicable. This Section shall survive the termination or expiration of this Agreement.

33.07 An employee who is terminated pursuant to Article 17 is not entitled to any of the benefits in this Article, regardless of whether he or she is eligible for retirement under SDRS and/or retires under SDRS.

ARTICLE THIRTY-FOUR
SAVINGS

34.01. If any section, paragraph, sentence, clause, phrase or other part of this Agreement is determined or declared to be contrary to, or in violation of, any state or federal law, the remainder of this Agreement shall not thereby be affected or invalidated. The parties agree to immediately negotiate a substitute for the invalidated article, section, or provision of the Agreement or any portion thereof.

ARTICLE THIRTY-FIVE
DURATION OF AGREEMENT

35.01. This Agreement shall become effective upon ratification by both the City Council and the Union, and shall remain in force through December 31, 2024. On or before January 1, 2024, either party may notify the other party in writing of its desire to negotiate the terms and provisions of a successor agreement.

35.02. If no new agreement is in place by January 1, 2025, the terms of this Agreement, shall remain in full force and effect until a new agreement is in place.

DATED at Rapid City, South Dakota, as of the _____ day of _____, 2022.

CITY OF RAPID CITY

Steve Allender, Mayor

ATTEST:

Finance Director

(SEAL)

LOCAL 1031, COUNCIL 65, AMERICAN
FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES AFL-CIO

Chuck Sean Jewett, AFSCME President

, AFSCME Vice President

, AFSCME Secretary/Treasurer

, AFSCME Recording Secretary

APPENDIX B

**AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES AFL-CIO**

PAYROLL DEDUCTION CANCELLATION

I, the undersigned, hereby revoke my authorization to have Union dues deducted from my pay.
(This authorization is revocable only during the month of November. The revocation will be effective as of January 1st.) .

The payroll deduction being cancelled is for (Please Print):

Employee Name

Department

Employee's Signature

APPENDIX C

CITY HOLIDAYS –DEPARTMENTS OTHER THAN LIBRARY

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving*
Christmas Day

*Does not apply to employees of the Material Recovery Facility, Landfill, and Collections Divisions of Public Works

LIBRARY HOLIDAYS

New Year's Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

APPENDIX D

AGREEMENT TO ALLOW CERTAIN PART-TIME EMPLOYEES TO REMAIN AFSCME BARGAINING UNIT MEMBERS

Notwithstanding the language of Section 1.01 of this Agreement, the Parties agree that all employees who were classified as part-time benefitted employees under the previous agreement between the parties, who worked at least 20 but less than 30 hours a week, shall continue to be members of the bargaining unit as long as they remain active employees of the City of Rapid City. Should any of these employees transfer to a new position that is not currently a bargaining unit position, or become separated from the City for any reason, they will no longer be bargaining unit members, once any issues related to the separation of employment have been resolved.

This Appendix applies only to the following employees:

Stephanie Jenner
Robert Lore
Samuel Bockover
Courtney Ludwig
Kristene Dulany
Sharon Brown
David Lusk

APPENDIX E

WAGE SCALES

GENERAL SCALE (AU):

| | AU01 | AU02 | AU03 | AU04 | AU05 | AU06 |
|----|-----------|-----------|-----------|-----------|-----------|-----------|
| 1 | 33,707.85 | 38,202.24 | 41,573.01 | 47,191.00 | 52,808.97 | 60,674.14 |
| 2 | 34,167.50 | 39,223.68 | 42,747.68 | 48,518.88 | 54,136.85 | 62,104.17 |
| 3 | 34,627.16 | 40,245.13 | 43,922.35 | 49,846.77 | 55,464.74 | 63,534.19 |
| 4 | 35,086.81 | 41,266.58 | 45,097.02 | 51,174.64 | 56,792.61 | 64,964.22 |
| 5 | 35,546.45 | 42,288.03 | 46,271.69 | 52,502.53 | 58,120.51 | 66,394.25 |
| 6 | 36,006.11 | 43,309.48 | 47,446.35 | 53,830.42 | 59,448.40 | 67,824.28 |
| 7 | 36,465.77 | 44,330.94 | 48,621.03 | 55,158.30 | 60,776.28 | 69,254.31 |
| 8 | 36,925.43 | 45,352.38 | 49,795.69 | 56,486.19 | 62,104.17 | 70,684.35 |
| 9 | 37,385.08 | 46,373.83 | 50,970.36 | 57,814.08 | 63,432.06 | 72,114.38 |
| 10 | 37,844.72 | 47,395.29 | 52,145.03 | 59,141.95 | 64,759.93 | 73,544.41 |
| 11 | 38,304.38 | 48,416.74 | 53,319.70 | 60,469.84 | 66,087.82 | 74,974.43 |
| 12 | 38,764.03 | 49,438.19 | 54,494.36 | 61,797.73 | 67,415.70 | 76,404.46 |

SOLID WASTE SCALE (SW):

| | SW02 | SW03 | SW04 | SW05 | SW06 |
|----|-----------|-----------|-----------|-----------|-----------|
| 1 | 47,056.38 | 50,241.03 | 55,548.78 | 60,856.53 | 68,287.38 |
| 2 | 48,021.42 | 51,350.83 | 56,803.34 | 62,111.09 | 69,638.45 |
| 3 | 48,986.47 | 52,460.64 | 58,057.90 | 63,365.65 | 70,989.50 |
| 4 | 49,951.51 | 53,570.43 | 59,312.45 | 64,620.20 | 72,340.57 |
| 5 | 50,916.56 | 54,680.24 | 60,567.01 | 65,874.76 | 73,691.64 |
| 6 | 51,881.60 | 55,790.04 | 61,821.57 | 67,129.32 | 75,042.70 |
| 7 | 52,846.66 | 56,899.85 | 63,076.14 | 68,383.89 | 76,393.76 |
| 8 | 53,811.70 | 58,009.64 | 64,330.70 | 69,638.45 | 77,744.82 |
| 9 | 54,776.75 | 59,119.45 | 65,585.26 | 70,893.01 | 79,095.89 |
| 10 | 55,741.79 | 60,229.25 | 66,839.81 | 72,147.56 | 80,446.96 |
| 11 | 56,706.84 | 61,339.06 | 68,094.37 | 73,402.12 | 81,798.01 |
| 12 | 57,671.88 | 62,448.86 | 69,348.93 | 74,656.68 | 83,149.08 |

EMPLOYEE PLACEMENT BY JOB CLASS:

| Job Description | Min Grade | Min Step | Max Grade | Max Step |
|-----------------------------------|------------------|-----------------|------------------|-----------------|
| ACCOUNTS PAYABLE COORDINATOR | AU05 | 6 | AU05 | 10 |
| ACCOUNTS RECEIVABLE CLERK I | AU02 | 1 | AU02 | 8 |
| ACCOUNTS RECEIVABLE CLERK II | AU03 | 5 | AU03 | 10 |
| ACCOUNTS RECEIVABLE CLERK III | AU05 | 1 | AU05 | 5 |
| ACCOUNTS RECEIVABLE COORDINATOR | AU05 | 6 | AU05 | 10 |
| ADMIN 1 | AU02 | 1 | AU02 | 11 |
| ADMIN 2 | AU04 | 1 | AU04 | 7 |
| ADMIN COORDINATOR | AU05 | 2 | AU05 | 12 |
| ADMIN SR COORDINATOR | AU06 | 1 | AU06 | 6 |
| AIRPORT AIRSIDE MAINT I | AU03 | 1 | AU03 | 12 |
| AIRPORT AIRSIDE MAINT II | AU04 | 1 | AU04 | 12 |
| AIRPORT EQUIPMENT MECHANIC I | AU03 | 1 | AU03 | 12 |
| AIRPORT EQUIPMENT MECHANIC II | AU03 | 1 | AU03 | 12 |
| AIRPORT EQUIPMENT MECHANIC III | AU04 | 1 | AU04 | 12 |
| AIRPORT HVAC TECHNICIAN | AU04 | 1 | AU04 | 12 |
| AIRPORT LANDSIDE MAINT I | AU02 | 1 | AU02 | 12 |
| AIRPORT LANDSIDE MAINT II | AU03 | 1 | AU03 | 12 |
| AIRPORT MAINTENANCE CHIEF | AU05 | 1 | AU05 | 12 |
| AIRPORT MAINTENANCE TECH I | AU01 | 1 | AU01 | 12 |
| AIRPORT MAINTENANCE TECH II | AU03 | 1 | AU04 | 12 |
| AIRPORT MAINTENANCE TECH III | AU04 | 1 | AU05 | 12 |
| BLDG SERVICES PERMIT TECH I | AU01 | 1 | AU01 | 12 |
| BLDG SERVICES PERMIT TECH II | AU02 | 1 | AU02 | 12 |
| BLDG SERVICES PERMIT TECH III | AU04 | 1 | AU04 | 12 |
| BUILDING INSPECTOR I | AU05 | 1 | AU05 | 12 |
| BUILDING INSPECTOR II | AU05 | 1 | AU05 | 12 |
| BUILDING INSPECTOR III | AU06 | 1 | AU06 | 12 |
| CEMETERY MAINTENANCE CHIEF | AU06 | 1 | AU06 | 12 |
| CITY ELECTRICIAN (TRAFFIC) | AU05 | 1 | AU05 | 12 |
| CITY FACILITY MAINTENANCE | AU01 | 1 | AU01 | 12 |
| CITY FACILITY MAINTENANCE LEAD | AU02 | 1 | AU02 | 12 |
| CIVIC CENTER ACCT CLERK II | AU03 | 5 | AU03 | 10 |
| CIVIC CENTER ASST TICKET OPER | AU04 | 1 | AU04 | 12 |
| CODE CONSULTANT/PLANS EXAMINER I | AU04 | 1 | AU04 | 12 |
| CODE CONSULTANT/PLANS EXAMINER II | AU05 | 1 | AU05 | 12 |

| | | | | |
|------------------------------------|------|---|------|----|
| CODE CONSULTANT/PLANS EXAMINER III | AU06 | 1 | AU06 | 12 |
| COMPLIANCE SPECIALIST | AU06 | 1 | AU06 | 12 |
| CREATIVE MEDIA SPECIALIST | AU03 | 1 | AU03 | 12 |
| CUSTODIAL MAINT I | AU02 | 1 | AU02 | 12 |
| CUSTODIAL MAINT II | AU03 | 1 | AU03 | 12 |
| CUSTODIAL MAINT III | AU03 | 1 | AU04 | 12 |
| DESIGN PROJ ADMINISTRATOR I | AU05 | 1 | AU05 | 12 |
| DESIGN PROJ ADMINISTRATOR II | AU06 | 1 | AU06 | 12 |
| ENERGY PLANT LEAD OPERATOR | AU05 | 1 | AU05 | 12 |
| ENERGY PLANT OPERATOR I | AU02 | 1 | AU02 | 12 |
| ENERGY PLANT OPERATOR II | AU02 | 1 | AU02 | 12 |
| ENERGY PLANT OPERATOR III | AU03 | 1 | AU03 | 12 |
| ENGINEER PROJ ADMINSTRATOR I | AU05 | 1 | AU05 | 12 |
| ENGINEERING TECHNICIAN | AU04 | 1 | AU04 | 12 |
| ENGINEERING TECHNICIAN II | AU05 | 1 | AU05 | 12 |
| ENGINEERING TECHNICIAN III | AU06 | 1 | AU06 | 12 |
| ENVIRONMENTAL PROCESS SPECIALIST | AU05 | 1 | AU05 | 12 |
| EQUIPMENT MAINTENANCE CHIEF | AU06 | 1 | AU06 | 12 |
| FINANCE ACCT PAYABLE CLERK I | AU02 | 1 | AU02 | 8 |
| FINANCE ACCT PAYABLE CLERK II | AU03 | 5 | AU03 | 10 |
| FLEET MAINTENANCE COORDINATOR | AU04 | 1 | AU04 | 12 |
| GOLF COURSE MAINTENANCE I | AU02 | 1 | AU02 | 12 |
| GOLF COURSE MAINTENANCE II | AU03 | 1 | AU03 | 12 |
| GOLF COURSE MAINTENANCE III | AU04 | 1 | AU04 | 12 |
| GRAPHIC DESIGN SPECIALIST | AU03 | 1 | AU03 | 12 |
| GREENHOUSE SPECIALIST | AU06 | 1 | AU06 | 12 |
| GREENHOUSE SPECIALIST II | AU05 | 1 | AU05 | 12 |
| HOCKEY COORDINATOR | AU04 | 1 | AU04 | 12 |
| INDUSTRIAL ELECTRONIC TECH/ELE | AU05 | 1 | AU05 | 12 |
| INDUSTRIAL WASTE TECHNICIAN | AU04 | 1 | AU04 | 12 |
| LANDFILL ATTENDANT | SW02 | 1 | SW02 | 12 |
| LANDFILL CHIEF | SW06 | 1 | SW06 | 12 |
| LANDFILL SCALE COORDINATOR | SW04 | 1 | SW04 | 12 |
| LIBRARY ASSOCIATE I | AU02 | 1 | AU02 | 12 |
| LIBRARY ASSOCIATE II | AU03 | 1 | AU03 | 12 |
| LIBRARY TECHNICIAN | AU01 | 1 | AU01 | 12 |
| MATERIAL REC FACILITY OPERATOR | SW02 | 1 | SW02 | 12 |
| MONUMENT ELECTRICIAN | AU05 | 1 | AU05 | 12 |

| | | | | |
|---------------------------------|------|---|------|----|
| MONUMENT HVAC TECHNICIAN I | AU04 | 1 | AU04 | 12 |
| MONUMENT ICE SPECIALIST | AU04 | 1 | AU04 | 12 |
| MONUMENT LEAD COOK | AU02 | 1 | AU02 | 12 |
| MONUMENT PLUMBER | AU05 | 1 | AU05 | 12 |
| MONUMENT TECHNICIAN I | AU02 | 1 | AU02 | 12 |
| MONUMENT TECHNICIAN II | AU03 | 1 | AU03 | 12 |
| MONUMENT TECHNICIAN III | AU03 | 1 | AU04 | 12 |
| MONUMENT TRADESPERSON I | AU04 | 1 | AU04 | 12 |
| MONUMENT TRADESPERSON II | AU04 | 1 | AU04 | 12 |
| MRF MAINTENANCE CHIEF | SW06 | 1 | SW06 | 12 |
| MRF OPERATIONS CHIEF | SW06 | 1 | SW06 | 12 |
| ORDINANCE OFFICER | AU04 | 1 | AU04 | 12 |
| ORDINANCE OFFICER II | AU05 | 1 | AU05 | 12 |
| ORDINANCE OFFICER III | AU06 | 1 | AU06 | 12 |
| PARKING ENFORCE OFFICER II | AU05 | 1 | AU05 | 12 |
| PARKING ENFORCE OFFICER III | AU06 | 1 | AU06 | 12 |
| PARKING ENFORCE OFFICER | AU04 | 1 | AU04 | 12 |
| PARKS MAINTENANCE CHIEF | AU06 | 1 | AU06 | 12 |
| PARKS MAINTENANCE I | AU02 | 1 | AU02 | 12 |
| PARKS MAINTENANCE II | AU03 | 1 | AU03 | 12 |
| PARKS MAINTENANCE III | AU04 | 1 | AU04 | 12 |
| PARKS/REC ACCT CLERK I | AU02 | 1 | AU02 | 8 |
| PARKS/REC ELECTRICIAN | AU05 | 1 | AU05 | 12 |
| PARKS/REC EQUIP MAINT CHIEF | AU06 | 1 | AU06 | 12 |
| PARKS/REC EQUIP MECHANIC I | AU03 | 1 | AU03 | 12 |
| PARKS/REC EQUIP MECHANIC II | AU03 | 1 | AU03 | 12 |
| PARKS/REC EQUIP MECHANIC III | AU04 | 1 | AU04 | 12 |
| RAPID TRANSIT DISPATCH | AU03 | 1 | AU03 | 12 |
| RAPID TRANSIT OPERATOR | AU03 | 1 | AU03 | 12 |
| RECREATION FACILITY MAINT CHIEF | AU06 | 1 | AU06 | 12 |
| RECREATION FACILITY MAINT I | AU02 | 1 | AU02 | 12 |
| RECREATION FACILITY MAINT II | AU03 | 1 | AU03 | 12 |
| RECREATION FACILITY MAINT III | AU04 | 1 | AU04 | 12 |
| RESERVOIR TENDER | AU04 | 1 | AU04 | 12 |
| SENIOR ENGINEERING TECHNICIAN | AU05 | 1 | AU05 | 12 |
| SOLID WASTE ADMIN 1 | SW02 | 1 | SW02 | 12 |
| SOLID WASTE ADMIN 2 | SW04 | 1 | SW04 | 12 |
| SOLID WASTE COLL CREW CHIEF | SW06 | 1 | SW06 | 12 |

| | | | | |
|--------------------------------------|------|---|------|----|
| SOLID WASTE ELECTRICIAN | AU05 | 1 | AU05 | 12 |
| SOLID WASTE MECHANIC I | SW03 | 1 | SW03 | 12 |
| SOLID WASTE MECHANIC II | SW03 | 1 | SW03 | 12 |
| SOLID WASTE MECHANIC III | SW04 | 1 | SW04 | 12 |
| SOLID WASTE OPERATOR I | SW02 | 1 | SW02 | 12 |
| SOLID WASTE OPERATOR II | SW03 | 1 | SW03 | 12 |
| SOLID WASTE OPERATOR III | SW03 | 1 | SW03 | 12 |
| SOLID WASTE OPERATOR IV | SW04 | 1 | SW04 | 12 |
| STORM WATER SPECIALIST | AU05 | 1 | AU05 | 12 |
| STORM WATER SPECIALIST II | AU06 | 1 | AU06 | 12 |
| STREET EQUIPMENT MECHANIC I | AU03 | 1 | AU03 | 12 |
| STREET EQUIPMENT MECHANIC II | AU03 | 1 | AU03 | 12 |
| STREET EQUIPMENT MECHANIC III | AU04 | 1 | AU04 | 12 |
| STREET MAINT CHIEF | AU06 | 1 | AU06 | 12 |
| STREET MAINT OPERATOR I | AU02 | 1 | AU02 | 12 |
| STREET MAINT OPERATOR II | AU03 | 1 | AU03 | 12 |
| STREET MAINT OPERATOR III | AU03 | 1 | AU03 | 12 |
| SW ENVIRONMENTAL TECHNICIAN | SW04 | 1 | SW04 | 12 |
| TRAFFIC ENGINEERING TECHNICIAN | AU04 | 1 | AU04 | 12 |
| TRAFFIC OPERATIONS WORKER | AU02 | 1 | AU02 | 12 |
| TRAFFIC SIGNAL TECHNICIAN | AU04 | 1 | AU04 | 12 |
| UTILITY BILLING SERVICE CLERK | AU02 | 1 | AU02 | 8 |
| UTILITY BILLING SERVICE CLERK II | AU03 | 5 | AU03 | 10 |
| UTILITY ELECTRICIAN I | AU05 | 1 | AU05 | 12 |
| UTILITY ELECTRICIAN II | AU06 | 1 | AU06 | 12 |
| UTILITY FIELD CHIEF - WATER | AU06 | 1 | AU06 | 12 |
| UTILITY FIELD PERSON I | AU03 | 1 | AU03 | 12 |
| UTILITY FIELD PERSON II | AU04 | 1 | AU04 | 12 |
| UTILITY MAINT CAD TECHNICIAN | AU04 | 1 | AU04 | 12 |
| UTILITY REP CHIEF - WATER | AU06 | 1 | AU06 | 12 |
| UTILITY REP PERSON I - WASTE WATER | AU04 | 1 | AU04 | 12 |
| UTILITY REP PERSON I - WATER | AU04 | 1 | AU04 | 12 |
| UTILITY REP PERSON II - WASTE WATER | AU04 | 1 | AU04 | 12 |
| UTILITY REP PERSON II - WATER | AU04 | 1 | AU04 | 12 |
| UTILITY REP PERSON III - WASTE WATER | AU04 | 1 | AU04 | 12 |
| UTILITY REP PERSON III - WATER | AU04 | 1 | AU04 | 12 |
| UTILITY REP PERSON IV - WASTE WATER | AU05 | 1 | AU05 | 12 |
| UTILITY REPAIR CHIEF - WASTE WATER | AU06 | 1 | AU06 | 12 |

| | | | | |
|--------------------------------------|------|---|------|----|
| UTILITY REPAIR PERSON IV - WATER | AU05 | 1 | AU05 | 12 |
| UTILITY SERVICE CHIEF - WATER | AU06 | 1 | AU06 | 12 |
| UTILITY SERVICE COORDINATOR | AU05 | 2 | AU05 | 12 |
| UTILITY SERVICE PERSON I | AU03 | 1 | AU03 | 12 |
| UTILITY SERVICE PERSON II | AU04 | 1 | AU04 | 12 |
| WATER METER READER | AU03 | 1 | AU03 | 12 |
| WATER METER TECHNICIAN | AU04 | 1 | AU04 | 12 |
| WATER PRODUCTION CHIEF OF OPER | AU06 | 1 | AU06 | 12 |
| WATER PRODUCTION OPERATOR I | AU04 | 1 | AU04 | 12 |
| WATER PRODUCTION OPERATOR II | AU04 | 1 | AU04 | 12 |
| WATER PRODUCTION OPERATOR III | AU04 | 1 | AU04 | 12 |
| WATER PRODUCTION OPERATOR IV | AU05 | 1 | AU05 | 12 |
| WATER PRODUCTION SAMPLING TECHNICIAN | AU04 | 1 | AU04 | 12 |
| WATER RECL LABORARY TECHNICIAN | AU04 | 1 | AU04 | 12 |
| WATER RECL MAINTENANCE TECH | AU04 | 1 | AU04 | 12 |
| WATER RECL OPERATOR I | AU04 | 1 | AU04 | 12 |
| WATER RECL OPERATOR II | AU04 | 1 | AU04 | 12 |
| WATER RECL OPERATOR III | AU04 | 1 | AU04 | 12 |
| WATER RECL OPERATOR IV | AU05 | 1 | AU05 | 12 |
| WATER RECL TRUCK DRIVER | AU04 | 1 | AU04 | 12 |
| WATER TREATMENT MAINT TECHNICI | AU05 | 1 | AU05 | 12 |

APPENDIX F

General Scale (AU)

On January 1, 2023, a matrix adjustment of three percent (3%) shall be made to the AFSCME General Scale (AU) wage scale in Appendix E.

On June 18, 2023, a cost of living adjustment will be made to the AFSCME General Scale (AU) in Appendix E 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, and the maximum cost of living adjustment is four percent (4%).

For employees whose current salary is above the highest step for the appropriate grade on the wage scale, if the matrix adjustment places the employee on the AFSCME General Scale (AU), then the employee will be placed on the closest step on the scale to their current salary without any reduction in wages.

Solid Waste Scale (SW) and Off-Scale Employees

Notwithstanding the above language, no adjustment will be made on January 1, 2023 for (1) employees on the Solid Waste Scale (SW) in Appendix E, or (2) any employee whose current salary is above the highest step for the appropriate grade on the wage scale (“Off Step Employee”).

On June 18, 2023, a cost of living adjustment will be made to the AFSCME Solid Waste Scale (SW) in Appendix E 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, and the maximum cost of living adjustment is four percent (4%).

On June 18, 2023, a cost of living adjustment will be made to the wage of any Off Step Employee 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, and the maximum cost of living adjustment is four percent (4%).

Wage Study

The parties agree to conduct a wage study for AFSCME employees in 2023, which study shall be paid for by the City. Once the wage study is complete, the parties shall negotiate for wages in 2024 based on the wage study.