

Summary from 2022 AFSCME negotiation

Agreement on the following changes

- **Wages** –
 - Matrix adjustment of 3% on 1/1/23
 - COLA up to 4% on 7/1/23
 - Solid waste employees – July COLA only
 - Off-step employees – Adjusted if the employee is placed back on scale & July COLA
- **Length of contract** - 2023-2024.
- **Definition of “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.”
- **Definition for Professional Employee: *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.
- **Added definition for “Premium Pay”:** “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 [which requires double pay for hours worked after 16 consecutive hours].”
- **Definition of standby:** “shall mean advance notice of potential request for employee availability.”
- **1.01 Recognition:** Recognized 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.”
- **4.07 Stewards conducting union business on work time.** Added purposes for shop steward to use time during normal working hours for the following: ““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.”

- **4.10 Electronic Bulletin Board:** Added *“Union notices may be posted on an electronic bulletin board or other electronic site that is available to Union employees.”*
- **16.02 City Provision of protective equipment and uniforms and 16.03 clothing allowance**
 - Add safety footwear to PPE
 - Replace clothing allowance with allowance for prescription safety glasses
- **16.02 Tool Allowance:** Added a provision that mechanics shall not receive their quarterly tool allowance until they are past their probationary period.
- **Informal Hearing added:** *“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.”*
- **18.06 Step increase for select PW employees.** Deleted.
- **19.03 Hours worked for purposes of overtime.** *“Overtime shall not be paid twice for the same hours, nor shall there be a duplication or pyramiding of premium pay. Holiday hours, personal holidays, sick leave, and annual leave shall be considered hours worked for the purpose of calculating overtime. There shall be no premium pay for hours not worked.”*
- **Article 20 Reporting, On-Call, and Standby Pay.** Clarified distinction between on-call duty, on-call call out, standby duty, and standby call out; provides for premium pay for all call out hours worked; provides that standby duty be assigned based on seniority; provides that employees on both on-call duty and standby duty are to be paid for the duty regardless of hours worked.
- **23.04** Library employees receive three personal holidays by amending 23.04 (in exchange for Friday after Thanksgiving and amending Appendix C).
- **25.06 – Sick leave payout.** Management proposes to add: *“No payment is due for an employee who is terminated.”*
- **25.07 – Sick leave use.** Language committee proposes to add: *Illness of a parent, spouse, domestic partner, child, stepchild, or dependent residing in the employee’s home.”* Both sides will consider further changes to these guardrails for sick leave usage.

- **25.08 Sick leave to annual leave** – Request to reduce 460 hours of sick leave to use for 40 hours of annual leave down to 240 hours (like nonunion guide and FOP).
- **26.01 Short Term Disability.** Remove requirement to use sick leave down to 40 before using short-term disability, and instead require in **26.02** that employee has to be off work for three working days before utilizing STD
- **28.01 Work Comp / Short Term Disability.**
 - Addressed change in STD usage in WC situations – don’t need to pay down sick leave to 40 first before using STD
 - 28.01 Work Comp – “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.”
- **32.01** Deleted provision grandfathering for health insurance premiums for employees hired before 12/31/81. Everyone who qualified for this provision has now retired
- **32.01** – Updated health care provisions to match IAFF language.
- **33.01 and 33.02** – Update to match IAFF language for retiree health care.
- **33.06 – sick leave/ short term disability leave accrual pay-out.**
 - Added: *“The employee shall receive the greater of this Section or the amount provided in Section 25.06, if both are applicable.”*
 - Added language that retiree health care and sick leave / short term disability payout benefits are not available to employees who are terminated pursuant to the contract. Management proposes the following language: *“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.”*
 - Modified the sunset clause for sick leave / STDL payout to discourage retirement based on current deadlines to read “any employee who was employed by the City before July 1, 2017 and who retires under SDRS or dies while employed by the City ~~between January 1, 2021, and December 31, 2025,~~ 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”
- Update **Appendix D** to remove Moeller and Morse who have left City employment.
- **Appendix E** - Updates to employee placement by job class –reflects changes to job classes/grades since last contract
 - Alphabetized the chart

- Add Admin Sr Coordinator AU06
- Airport Airside Maint I – Minimum step 1 (not 3).
- Add Engineering Tech II and III
- Golf Maintenance 3 – AU04 (not AU03)
- Add Hockey Coordinator at AU04
- Add Monument Lead Cook AU02
- Parking Enforcement I – AU04 (not AU02)
- Delete Parks 7 Rec Admin Assistant and Parks & Rec Admin Secretary (will be Admin I or Admin II when hired, currently off scale)
- Change all Solid Waste positions to the SW scale (except SW Electrician)
- Delete Utility Service Admin 2 – should just be Admin 2