AGREEMENT BY AND BETWEEN

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1040

AND

THE CITY OF RAPID CITY

FOR THE PERIOD JANUARY 1, 2017 THROUGH DECEMBER 31, 2022

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DEFINITIONS

Acting Battalion Chief (ABC) - See SOP Definition

Acting Company Officer (ACO) – SEE SOP Definition.

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

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

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

Continuous operation – Seven days per week.

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

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

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

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

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

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

Paramedic School – The RCFD program of education and training designed to prepare employees to test for and be licensed as paramedics.

Physical – Annual initial routine physical to include diagnostic tests, at the discretion of the City's physician, to evaluate risks unique to the performance of fire and emergency services duties.

Prorated benefited employees – An employee who receives benefits and works less than an average of 40 hours per week.

a. For employees who work less than a full-time schedule, prorated benefits will accrue and will apply throughout the contract.
b. An employee will work the hours in accordance with the portion of the FTE designated (i.e. an employee who is a 0.5 FTE will work 4 hours per day and will record it as such on the timesheet).
c. Annual leave time will be taken and recorded on the timesheet in accordance with the portion of the FTE designated (ie.0.75 FTE is 6 hours; 0.5 FTE is 4 hours).
d. Holiday and personal holiday will be prorated based on an 8 hour day.

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

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

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

Part-time employee – an employee whose employment does not exceed 1040 hours of work in a calendar year.

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

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

AGREEMENT

THIS AGREEMENT, is made and entered into as of the first day of January, 2017, by and between the City of Rapid City, a municipal corporation of the State of South Dakota, hereinafter referred to as the "City," "Employer," or "Management" and the International Association of Firefighters Local 1040, hereinafter referred to as the "Union" or "Bargaining Unit."

ARTICLE 1 - RECOGNITION

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

All full-time Fire Department employees, excluding Chief-level officers, Patient Billing Services Coordinator, Office and Clerical, and Fire Maintenance Supervisor.

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

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

ARTICLE 2 - CITY RIGHTS

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

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

A. To utilize personnel, methods, and means of operation in the most efficient manner possible as deemed appropriate by management; to manage and direct the employees of the City; to hire, schedule, promote, transfer, demote, assign, train, or re-train employees in positions within the Fire Department; to suspend, discharge, discipline or otherwise take appropriate action with respect to the City's employees;

B. To determine the size and composition of the work force; to eliminate or discontinue any job classification; and to lay off employees for lack of work or lack of appropriated funds;

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

D. To provide standards and rules for employees;

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

F. To subcontract work currently performed by employees.

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

H. Authority to Effect Personnel Actions. Authority to appoint, promote, transfer, demote, suspend, and separate personnel shall be vested in the Fire Chief or his designee.

I. Reduction in Force. If it is necessary to reduce personnel, the selection of employees to be retained shall be based upon Article Twenty-Four.

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

ARTICLE 3 - DISCIPLINE AND DISCHARGE

3.01 Disciplinary Action. The City has the right to impose discipline upon employees for violations of the City's work rules, or for conduct that is detrimental to the Department or the City. The City shall only impose discipline for cause. Discipline may include discharge of an employee.

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

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

3.03 Documentation. When disciplinary action is taken by the Fire Chief or his designee, all matters pertaining to the action shall be filed in the employee's personnel record, with a copy given to the employee and the Union;

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

ARTICLE 4 - CONDUCT OF UNION AFFAIRS

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

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

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

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

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

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

ARTICLE 5 - WAGES AND RATES OF PAY

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

5.02 Whenever the City shall combine job classifications, change job classifications, or establish new job classifications, it shall put such changes into effect. In the event the Union disagrees with the rate or rates so established, said rate shall be subject to the grievance procedure.

5.03 Pursuant to inherent management rights, the employee may be required to perform any other job from time to time as directed by a supervisor or officer. An employee may be temporarily assigned to work in a lower paid classification, but without reduction in pay.

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

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

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

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

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

ARTICLE 6 - AIRPORT ASSIGNMENT

Employees at the airport may be assigned non-traditional duties necessary to facilitate public safety. Employees shall work approximately four hours per day per employee in these assigned duties. Such non-traditional duties must be agreed to by the Fire Chief and the Airport Director. Although assigned to non-traditional duties, employees shall report and take orders directly from the Fire Chief or his designee through the normal chain of command. All employees who work at the Airport shall be required to meet all of the obligations of holders of Secure Identification Display Area (SIDA) badge. Employees' assigned non-traditional duties shall be appropriately trained. In addition, the Department shall develop Standard Operating Procedures (SOP) through the Department's normal process to identify specific duties.

ARTICLE 7 - PROBATION, PROMOTION AND HOURS OF WORK

7.01 Probation Period.

A. All newly hired employees shall be probationary employees for the first year.

B. The Fire Chief shall have the discretionary authority to waive all or part of the probation period.

C. During the first ninety (90) calendar days of employment the employee shall not be eligible for any paid leave, including holiday, Kelly Day, annual leave, or sick leave.

D. Probationary Employees. For performance purposes, all newly hired employees shall be probationary employees for a period of one (1) year. During the probationary period, the employee shall have no seniority status, and may be laid off or terminated at the sole discretion of the City with, or without just cause. Upon satisfactory completion of the employee's probationary period, seniority shall date back to the date of latest hire. The time from the date of most recent hire for continuous, benefited or part-time work within a department shall count toward the probationary period. However, no retroactive pay shall be made for benefits credited herein. Probationary employees, for the purpose of accruing and using benefits, shall be eligible employees after ninety (90) calendar days from their latest date of hire. Upon the completion of the probation period, the employee shall be granted full rights and benefits of the regular employee.

E. The Fire Chief may extend the probationary period for performance deficiencies or if the employee has a lost time due to injury or illness. Such extension shall not exceed 6 months.

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

7.02 Promotion to Lieutenant and Captain.

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

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

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

7.03 Hours of Work.

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

B. The standard work week for operations division personnel on the 24-hour shift basis shall be from 7:00 a.m. to 7:00 a.m. the following day, and averages on a yearly basis to be a fifty-six (56) hour work week;

7.04 Overtime Hours.

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

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

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

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

7.05 Promotion or Demotion. Upon promotion to a position in a higher grade, an employee will be placed on the pay scale for the new grade at the same step as they were on when the promotion is made. If an employee is demoted, or voluntarily chooses to transfer to a position in a lower grade, they will be put on the pay scale for the new grade at the same step as they were on when the demotion or transfer is made.

7.06 Transfers between 56- and 40-hour Schedules. A member of the bargaining unit who transfers from a 56 hour per week work schedule to a 40 hour per week work schedule will be placed on the 40-Hour Matrix at the same grade and step as s/he was on the 56-Hour Matrix. A member of the bargaining unit who transfers from a 40 hour per week schedule to a 56 hour per week schedule will be placed on the 56-Hour Matrix at the same grade and step as s/he was on the 40-Hour Matrix.

ARTICLE 8 - UNIFORM CLOTHING POLICY

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

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

8.03 The City shall reimburse the employee for prescription eyewear (including prescription sunglasses) or watches (including bands) broken, damaged, or lost while running hot in a Fire Department emergency vehicle, or are engaged in duties of an emergency nature directly at the scene. The maximum value of watches shall be $50.00 or actual value, whichever is less. The maximum value of eyewear shall be $350.00 or actual value, whichever is less. The loss must be reported to the supervisor prior to the termination of the employee's current shift in order to be eligible, and the employee must have filed and maintained the date of purchase, cost, and description of the watches and glasses. The City's reimbursement may be in cash, by replacement, or by repair, at the sole discretion of the City.

ARTICLE 9 - EDUCATIONAL LOAN

9.01 The City of Rapid City recognizes the benefit to employees of continuing their education and has set aside funds for the purpose of establishing low interest loans.

9.02 These funds shall be used for loans to those employees who make the required application and provide proof of educational expenses directly related to an educational program in an associates, baccalaureate, or post graduate degree program of an accredited educational institution; a program granting college credit that is transferable to one of the South Dakota state supported colleges; or job-related vocational/technical training. The employee must have completed their probationary period to be eligible for the loan. The City of Rapid City will make payment directly to the institution and/or bookstore.

9.03 The maximum amount to be borrowed shall not exceed $5,000. The outstanding balance cannot exceed $5,000 at any time. The loan shall be repaid by payroll deduction and total proceeds received on any loan, plus interest must be repaid through such payroll deductions within the designated date of the loan. The repayment shall begin on the first payroll paid after the loan is secured and be repaid within twenty-four (24) months from the time the loan is secured.

9.04 There shall be a one percent (1%) administrative fee assessed to the total loan at the time borrowed and the fee shall be repaid within the repayment period of the loan.

9.05 Any outstanding balance at the time of termination of employment shall be collected to the maximum extent possible from the employee's final pay. Any remainder shall be immediately due and payable in full.

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

ARTICLE 10 - ANNUAL LEAVE

10.01 Forty Hour Week Employees:

All full-time regular employees shall accrue annual leave as shown below. Part-time benefited employees shall accrue prorated annual leave based on the number of hours budgeted for the position.

Length of Employment	Accrual Rate/Pay Period	
	Biweekly	Monthly
Date of hire to completion of 4 years continuous employment	3.08	6.67
After completion of 4 years to completion of 13 years continuous employment	4.62	10.00
After completion of 13 years continuous employment	6.15	13.33

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

10.02 Fifty-six Hour Week Employees:

Due to the varying number of actual on duty hours for those personnel on 24-hour shift schedule (a 14-day period varying from 96 to 120 hours, depending on cycle and/or day starting annual leave period), annual leave will be specified in terms of shifts rather than days or weeks in computing authorized annual leave time. Therefore, personnel in this category will receive annual leave periods as follows:

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

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

C. Commencing with the fifth January 1st following his date of employment, each employee shall be granted seven (7) shifts (168 hours), or fourteen (14) hours per month (3 week equivalent) of leave;

D. Commencing with the fourteenth January 1st following his date of hire, each employee shall be granted nine (9) shifts (216 hours), or eighteen (18) hours per month (4 weeks equivalent) of leave;

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

10.03 Rights in Scheduling Annual Leave

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

10.04 Scheduling of Annual Leave - In General

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

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

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

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

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

10.06 Payment for Annual Leave

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

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

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

10.07 Paramedic School

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

A. Rescheduling annual leave, subject to the requirements of this Article, or

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

ARTICLE 11 - HOLIDAYS (40-hour employees)

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

A. The first day of January, commonly known as New Year's Day;

B. The Friday immediately preceding Easter, commonly known as Good Friday;

C. The last Monday in May, commonly known as Memorial Day;

D. The fourth day of July, commonly known as Independence Day;

E. The first Monday in September, commonly known as Labor Day;

F. The eleventh day of November, commonly known as Veteran's Day;

G. The fourth Thursday in November, commonly known as Thanksgiving Day;

H. The Friday after Thanksgiving;

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

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

Each employee shall be granted one (1) personal holiday per calendar year; however, an employee's 90 day probationary period must have been reach by October 15th in order to be eligible for a personal holiday. A personal holiday shall not be taken unless the employee has submitted a request at least seven (7) days (which may be waived by the Fire Chief) prior to the said requested day off, and the Fire Chief has approved. Personal holidays will normally be granted when requested by the employee and will be selected the same as annual leave.

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

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

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

11.05 Eligibility for pay for a holiday:

A. The employee must have completed ninety (90) calendar days of employment.

B. The employee must be in active employment;

C. If the employee was scheduled to work on the holiday and refused to do so, no payment will be made for the holiday.

ARTICLE 12 - KELLY DAYS

12.01 The recognized holidays and the scheduling set forth in observing these holidays shall not apply to Fire Department personnel working the 24-hour shift. Credit for and observance of holidays for these personnel is provided for by the Kelly Day System.

12.02 An employee on a 24-hour shift shall be entitled to nine (9) Kelly Days per calendar year. These Kelly Days shall be accrued at the rate of one (1) duty shift off for each thirteen and one-half (13½) 24-hour shifts for which duty was performed, not to exceed nine (9) in any one year. The City retains the right to decide which days can be utilized as Kelly Days to ensure adequate staffing. The employee retains the right to select, by means of seniority, those shifts deemed by the Chief as available for use as Kelly Days.

12.03 Each employee must select three (3) Kelly Days prior to June 1st, and if any employee takes any Kelly Days before accrual and then terminates, the advanced days shall be deducted from the final pay.

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

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

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

ARTICLE 13 - SICK LEAVE

13.01 All regular benefited employees will be allowed sick leave at the employee's regular rate of pay. Abuse of sick leave will be a basis for disciplinary action in accordance with the Standard Schedule of Disciplinary Rules and is subject to the grievance procedure.

A. Forty (40) hour week employees:

After 90 calendar days of employment, each regular benefited employee will be credited with 30 hours of sick leave and will accumulate 10 hours of sick leave per month thereafter until the first January 1st following completion of ninety calendar days. Of the initial 30 hours of sick leave, 15 hours will be available for use under the general provisions of the sick leave policy and 15 hours shall be pooled for use in the Short Term Disability Plan. Thereafter, each 10 hours of sick leave per month shall be divided equally, with 5 hours available for use under the general provisions of sick leave policy and 5 hours pooled for use in the Short Term Disability Plan.

At the beginning of each calendar year thereafter, each regular benefited employee will be credited with one hundred and twelve (112) hours of sick leave. This amount shall be divided equally, with 56 hours available for use under the general provisions of the sick leave policy and 56 hours pooled for use in the Short Term Disability Plan.

B. Fifty-six (56) hour week employees:

After 90 calendar days of employment, each regular benefited employee will be credited with 45 hours of sick leave and will accumulate 15 hours of sick leave per month thereafter until the first January 1st following completion of ninety calendar days. Of the initial 45 hours of sick leave, 22.5 hours will be available for use under the general provisions of the sick leave policy and 22.5 hours shall be pooled for use in the Short Term Disability Plan. Thereafter, each 15 hours of sick leave per month shall be divided equally, with 7.5 hours available for use under the general provisions of sick leave policy and 7.5 hours pooled for use in the Short Term Disability Plan.

At the beginning of each calendar year thereafter, each regular benefited employee will be credited with one hundred and sixty-eight (168) hours of sick leave. This amount shall be divided equally, with 84 hours available for use under the general provisions of the sick leave policy and 84 hours pooled for use in the Short Term Disability Plan.

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

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

The City's payment shall not exceed the customary rate for an office call. For purposes of this requirement, the employee will be further required to provide City, upon request, a written authorization to release all medical information to the City in regard to that illness, or condition only. Failure to submit to examination or to sign the release shall be an automatic forfeiture of benefit; Prior to returning to work from any sickness or injury, a supervisor may require a release from the treating physician.

D. The rate of pay for each day of sick leave shall be eight (8) hours for forty (40) hour employees and twenty-four (24) hours for 56 hour employees at the employee's regular rate of pay;

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

F. An employee may use accrued sick leave in the following situations:

1. Personal illness, or off duty injury.

2. Illness of a parent, spouse, child, stepchild. Use of sick leave for this purpose is limited to an aggregate or total of five (5) work days (2½ shifts for 56 hour employees) per calendar year per employee. The Chief, or their designee, can approve the use of additional sick leave under this provision for extenuating circumstances.

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

4. To serve as a pallbearer. This benefit is limited to twelve (12) hours per calendar year.

5. Up to five (5) days (2½ shifts for 56 hours) of sick leave shall be granted, upon request, for paternity leave while the employee's spouse is in the hospital; however not more than three (3) full days (1½ shifts for 56 hours) shall be granted, unless there are complications with the mother or child. The three (3) (1½ shifts) or five (5) (2½ shifts) days mentioned above may be used anytime within eight (8) days following the birth.

6. Pregnancy shall be treated the same as any other short term disability.

G. Accumulation of hours:

40 hour employees:

Any employee who has an accumulation of 960 hours or more of Sick A and Sick B on any January 1st of any year, will have the option of taking 40 hours of sick leave as "other annual leave". These hours will be charged to Sick A on the timesheet and marked as "other annual leave". This provision shall only apply through the 13th completed year of service.

56 hour employees:

Any employee who has an accumulation of 1440 hours or more of Sick A and Sick B on any January 1st, will have the option of taking 2 shifts of sick leave as "other annual leave". These hours will be charged to Sick A on the timesheet and marked as "other annual leave". This provision shall only apply through the 13th completed year of service.

(Example: If a forty hour (40) employee during the month of February goes below 960 hours, he may still use the "other annual leave" as long as he did have a balance of 960 hours on January 1st.)

13.03 Each applicant for employment shall be examined by a licensed physician chosen by the City. Thereafter, every regular employee shall receive a routine annual physical by a physician of the City's choosing. The employee is required to assign to the physician any benefits payable under the health insurance. Any charges beyond the required physical shall be the obligation of the employee. Any employee who fails to pass said examination, in the opinion of the examining physician, may at his or her option, have a review of his or her case in the following manner:

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

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

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

D. Such three physicians, one representing the City, one representing the employee, and one neutral physician approved by the employee's physician and the City's physician, shall constitute a board of three, a majority vote of which shall decide the issue.

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

13.09 Employees engaged in the course of duty, while obeying safety rules, who suffer injury as a result of felonious assault, or as a result of a vehicle accident, while running hot in a Fire Department emergency vehicle, or are engaged in duties of an emergency nature directly at the scene, the employee will not be charged sick leave for the first period of absence based on the formula below, provided a doctor's statement is submitted stating he is unable to return to work. During this initial period, the employee will receive regular pay. The initial period is as follows:

A. Up to 45 calendar days if he has been continuously employed for less than three years, or,

B. Up to 30 calendar days if he has been continuously employed for three or more years.

If the employee remains off work after this initial period, time will be charged to the Sick Leave accrual under normal conditions of the contract.

ARTICLE 14 - SHORT TERM DISABILITY PLAN

The following explanation is a description of the Short-Term Disability Plan benefit.

Eligibility: All employees of the City of Rapid City, who are participating members of the South Dakota Retirement System. Regular part-time employees who are eligible for benefits under this Agreement shall receive Short-Term Disability benefits pro-rated on the employee's normal schedule as compared to 2080 hours, consistent with the schedule applicable to the employee's length of service. Benefits commence if the employee has exhausted all but 40 hours or less of their available general Sick Leave A balance. Employees must be off work for 3 consecutive working days prior to receiving the Short Term Disability Benefit and that time will be charged to Sick A, Annual Leave or Leave Without Pay.

Disability: An employee who is unable to perform the essential functions of his/her work assignment due to bodily injury or sickness in the opinion of his medical physician.

Employee's Responsibility: It shall be the responsibility of each employee to inform their supervisor of the status of their injury/illness prior to each payroll period. A Verification of Disability form must be completed and returned to Payroll prior to the applicable payroll period. Said notice must be in writing, signed by the attending physician and in addition, must include the time from specified date to specified date in which the employee will be absent. If the employee fails to notify Payroll of the status during the payroll period, pay adjustments will be made when the proper paperwork is received.

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

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

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

C. Such three doctors, one representing the City, one representing the employee, and one doctor approved by the employee's doctor and the City's doctor, shall constitute a board of three, a majority vote of which shall decide the issue.

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

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

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

SCHEDULE OF CONTINUING BENEFITS UNDER SHORT-TERM DISABILITY PLAN

100% Salary Continuation -	Maximum Hours Paid	
Years of Service completed	40 hr/wk	56 hr/wk
90 days – 3 years	80	120
3 years – 4 years	240	360
5 years – 6 years	440	660
7 years – 8 years	640	960
9 years – 10 years	840	1260
More than 10 years	1040	1560

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60% Salary Continuation -		
Years of Service completed	40 hr/wk	56 hr/wk
90 days – 3 years	160	240
3 years – 4 years	800	1200
5 years – 6 years	600	900
7 years – 8 years	400	600
9 years – 10 years	200	300
More than 10 years	-0-	-0-

ARTICLE 15 - FAMILY AND MEDICAL LEAVE ACT

15.01 Introduction. The City complies with The Family and Medical Leave Act (FMLA). The Act entitles eligible employees of covered employers to take job-protected leave for specified family and medical reasons with continuation of group health insurance under the same terms and conditions as if the employee had not taken leave. To be eligible for absence under the FMLA, the employee must have been continuously employed by the City for a 12-month period immediately preceding the request for absence, and during that 12-month period have worked at least 1,250 hours. If approved, the leave may be a combination of paid and unpaid leave. If the FMLA is amended and the provisions of the updated law conflict with the specific provisions of this Article, the provisions contained in federal law will control the application of FMLA benefits under this Agreement. Complete details of the FMLA law may be found online at the United States Department of Labor (DOL), Wage and Hour Division website. Please note that the DOL website will always contain the most updated information, including any mandatory legislative changes to benefits and/or eligibility.

15.02 Basic Leave Entitlement. Eligible employees are entitled to twelve (12) workweeks of leave in a 12-month period for:

- the birth of a child and to care for the newborn child within one year of birth;
- the placement of a child with the employee for adoption or foster care and to care for the newly placed child within one year of placement;
- to care for the employee's spouse, child, or parent who has a serious health condition;
- a serious health condition that makes the employee unable to perform the essential functions of his or her job;

A serious health condition is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment. For purposes of FMLA leave, the twelve month period in which leave may be taken is a 'rolling' 12-month period measured backward from the date of any FMLA leave usage. Employees taking FMLA leave will be required to use available sick leave and/or annual leave during any FMLA absence in accordance with City policy.

15.03 Special military family leave entitlement. The FMLA also provides additional leave for any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a covered military member on "covered active duty." Pursuant to this benefit the employee is permitted twenty-six (26) work weeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent or next of kin (military caregiver leave).

15.04 Employee Responsibilities. When the need for leave is foreseeable, an employee must provide the City with thirty (30) days advance notice of their intent to take FMLA leave. When thirty (30) days advance notice is not possible, the employee must provide the City with notice as soon as practicable and generally must comply with normal call-in procedures. Employees must provide sufficient information for the City to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Employees must also inform the City if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees may also be required to provide a certification supporting the need for leave.

15.05 Benefits and Protections. During FMLA leave, the City must maintain the eligible employee's health coverage under any "group health plan" on the same terms and conditions as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. During the term of paid family or medical leave (for example, if the employee is utilizing available accrued vacation, sick and/or short term disability leave), vacation accrual continues. Employees on an approved FMLA leave who are receiving a paycheck will be paid for applicable holidays while on leave. During the term of unpaid family or medical leave, no pay or other benefits shall accrue, with the exception of any group health insurance benefits that were in effect at the time of the commencement of such leave, or new group health insurance benefits which are provided by the employer during the FMLA leave. Group health insurance shall be continued in force for the duration of FMLA leave and the City shall continue to pay that portion of the benefits normally paid by the City. The employee shall be responsible for payment of any premiums normally paid through payroll deductions. Such payments must be made by mail or in person to reach the Finance Department no later than the last working day of the month prior to the next following month of insurance coverage.

15.06 Certification. When required by the City, a request for FMLA leave shall be verified by providing a certification from a qualified health care provider. The certification from the qualified health care provider shall contain the following:

A. the date when the serious health condition began;

B. the probable duration of the condition;

C. the appropriate medical facts within the knowledge of the health care provider regarding the condition;

D. if the leave is due to the employee's serious health condition, the certificate must include a statement that the employee is unable to perform the functions of his position;

E. if planned medical treatment is the reason for the leave and employee wants intermittent leave or leave on a reduced time schedule, the date when the treatment begins and the estimated duration of the treatment; or

F. if the leave is necessitated by a serious medical condition of the employee or the employee's child, spouse or parent, the certificate shall state that there is a medical necessity for the leave and an estimate of how long the leave will be needed.

A second opinion may be required at the City's expense from a health care provider designated by the City. If the second opinion conflicts with the first opinion, the City may request a third opinion at the City's expense. The City and the employee must jointly agree on the health care provider to render the third opinion, whose determination shall be final and binding.

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

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

15.09 Spouses Jointly Employed By the City. If two spouses entitled to leave under this section are both employed by the City, the total number of work weeks of leave to which they are jointly entitled is limited to 12 work weeks during any 12-month period if such leave is taken under this Section 2a and b, upon the birth or adoption of a child; or, if absence is required to care for an ill parent per Section 2c above.

15.10 Intermittent or Reduced Sick L eave. Leave may be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

15.11 Fitness for duty/return to work authorization. Employees on approved FMLA leave will be required to present a fitness-for-duty certification (also known as a return to work authorization) to be restored to employment. If the City does not receive the certification in a timely manner, the employee's return to work may be delayed until the certification is provided.

15.12 Failure to Return to Work. If the employee fails to return to active City employment upon the expiration of the maximum leave provided under this section (to include any paid annual leave or sick leave that may have been taken in conjunction with the absence), along with any other approved leave, the employee shall be responsible for repayment of any City paid premiums during the unpaid portion of the absence, unless the failure to return is based upon the continuance, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. In such instances, the employee must provide in a timely manner a certification by a health care provider attesting to the employee's inability to return to active employment. Once all FMLA leave (paid and unpaid) is exhausted, the employee may be terminated.

ARTICLE 16 - FUNERAL LEAVE

Members may receive three (3) days (1 1/2 shifts for 56 hours) leave without loss of pay, annual leave, or sick leave, limited to two qualifying events per calendar year, of non-accumulating funeral leave for the death of spouse, child, stepchild, grandchild, parent (including step parents or legal guardians), spouse's parent, spouse of an adult child, grandparents, and employee's brother or sister. For the above family members, the employee may also receive benefits under Article 13, Sick Leave, Section 13.01.

ARTICLE 17 - SPECIAL DEATH OR RETIREMENT BENEFIT

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

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

at 52 years old	26%
at 53 years old	29%
at 54 years old	32%
at 55 years old	35%
at 56 years old	38%
at 57 years old	42%
at 58 years old	45%
at 59 years old	48%
at 60 years old+	50%

ARTICLE 18 - SPECIAL PAY PLAN FOR RETIREMENT PAYOUT OF ANNUAL LEAVE AND SICK LEAVE

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

ARTICLE 19 - JURY LEAVE

Any regular benefited employee who is called to Jury Duty will be paid in full by the City. Any payment from the Court shall be endorsed to the City Finance Department and the employee will be reimbursed for any portion of such payment which compensated them for mileage.

If the Jury Duty pay includes both worked and non-worked days, the employee shall reimburse to the City the Jury Duty pay received for the work days only. If the employee is not selected for jury duty, employee must report back to the work place with reasonable travel time allowed.

Employees who are absent from work due to jury duty, will not be dismissed or suspended from employment and shall retain and be entitled to the same job status and pay as he had prior to performing jury duty. Persons who are to be absent due to jury duty must notify their supervisor or manager in advance. If no prior notification is given, the employee may be subject to disciplinary procedures. Employees involved in private litigation may use annual leave, personal holiday, Kelly Days, or leave without pay.

ARTICLE 20 - LIGHT DUTY PLAN

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

20.02 If the employee has been on leave for a period of seven (7) days and when released by the employee's doctor, the City may provide a work assignment in the Department that the employee is qualified to do, at no reduction in pay of the employee's normal job classification. A transfer from 56-hour schedule to 40-hour schedule as part of the Light Duty Plan shall not entitle the employee to the benefits of Section 7.06.

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

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

ARTICLE 21 - MILITARY LEAVE

21.01 Active Duty Service: Any member of the bargaining unit, who has served ninety (90) calendar days of employment, and who reports or performs duty in any branch of the Armed Forces of the United States, shall be entitled to reinstatement of employment with the City for leave of absence resulting from such service, without loss of, or reduction in the employee's pay grade, seniority, benefits to which they are otherwise entitled, credit for time or service, vacation accrual as if the member was working during the leave, or performance or efficiency rating, provided:

A. Employee gives advanced written or verbal notice of such service requirements to the City prior to the date of service commencing;

B. The employee makes written application for reinstatement to the position held prior to, or within ninety (90) days, of release from the service, or within ninety (90) days after a hospitalization continuing after such release for not more than one (1) year;

C. The position with the City still exists and reemployment has not been made impossible, unreasonable, or impracticable for reasons outside the City's control;

D. The employee is capable of discharging the duties of the position;

E. Separation from the Armed Forces was other than dishonorable.

The employee shall not be entitled to pay during such leave.

21.02 Active Duty/Inactive Duty Training: An employee who is a duly qualified member of the "Reserve Component of the Armed Forces," who is a member of the "Ready Reserve," who is a member of an organized unit, and who, in order to receive military training with the Armed Forces of the United States, shall be entitled to a leave of absence and shall be returned to employment, provided the employee is still able to perform the duties of the position, without loss of status, pay, and seniority, provided:

A. Leave shall not exceed fifteen (15) eight (8) hour work periods in one (1) calendar year, or a total leave of one hundred twenty (120) hours for a full-time employee on the basis of an 8-hour workday. Leave amounts shall be prorated for part-time career employees and employees on an uncommon tour of duty, determined by dividing 40 into the number of hours in the regularly scheduled workweek of that employee, and multiplying that ratio by the standard 120 hours of leave, according to the following schedule:

Hours in the regularly scheduled biweekly pay period	**Ratio of hours in the regularly scheduled pay period/an 80-hour period**	**Hours of military leave each fiscal year**
40	.5 (40/80)	.5 x 120 = 60 hours
80	1 (80/80)	1 x 120 = 120 hours
112	1.4 (112/80)	1.4 x 120 = 168 hours

B. The employee has given ten (10) days' notice prior to the time of departure;

C. The employee has satisfactorily performed the requirements of the training prescribed;

D. The employee must return to his/her City position immediately upon being relieved from such military service, and not later than the expiration of the term limit for such leave, unless prevented from returning by physical or mental disability or other cause not due to the employee's own fault, or is required by proper authority to continue in such military service beyond the time limit for such military leave. Military Leave can be used for reasonable travel time to and from the employee's duty location; and

E. In the case where military pay allowances, for leave periods described in 21.02(A), are less than employees standard City wages, the difference shall be paid by the City for hours the employee would otherwise have worked and received pay, provided; (1) service hours are included as part of employees official orders schedule submitted to the City, and (2) the hours of service are deemed compensable by the employees service branch/unit.

F. Individuals shall submit weekend drill military schedule for the following year to their Battalion Chief prior to December 1.

ARTICLE 22 - COURT APPEARANCE LEAVE

22.01 If, as a direct result of their employment by the City, an employee is required to report to a court hearing, inquest, or other legal proceeding, the City will release them from work for such appearance. Pay for such appearance shall be according to the following:

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

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

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

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

22.02 If a court appearance as described in 22.01 is required during off-duty hours, the employee shall be paid at his regular rate of pay, or at the overtime rate, if applicable.

22.03 If a required court appearance is unrelated to the employee's job, there will be no entitlement to be paid for such appearance.

ARTICLE 23 - LEAVES FOR LEGITIMATE PERSONAL REASONS

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

A. During any such leave of absence, without pay, the employee shall not accrue seniority, except for the first sixty (60) days, but shall remain on the seniority list, and from the commencement of the leave shall accumulate no further annual or sick leave benefits for the duration of their unpaid leave of absence. If the employee is granted a personal leave for medical reasons, seniority shall continue to accrue;

B. Such leaves of absence may be extended for a reasonable period, with the consent of the City;

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

D. If an employee accepts employment elsewhere during this leave of absence, he shall be considered to have terminated his leave and have voluntarily quit. However, the Chief, in his sole discretion, may approve supplemental employment during such leave;

E. Failure to return from a leave of absence upon its expiration date shall be considered as a voluntary resignation and the employee's employment with the City will be terminated;

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

ARTICLE 24 - LAYOFF PROCEDURE

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

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

B. When deciding which employee or employees to lay off, the City shall consider:

1) Impact to services provided throughout the City;
2) Relative qualification and ability to perform the work;
3) Productivity and performance in current or previous position;
4) Whether the employee and position are critical as determined by the City; and
5) Physical fitness for the position;

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

24.02 Recall.

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

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

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

D. Any employee who is laid off must insure the City has a current address for the employee. Non-receipt of a notice to return to work due to an outdated address shall not excuse the employee's obligation to respond within seven days. Notwithstanding the employee's obligations, the City shall make a good faith effort to contact the employee via telephone if the employee leaves a current telephone number on file with the Chief.

E. Any employee recalled from a lay off must meet all physical fitness requirements for the position. The City may require the employee to complete a physical prior to returning to work. Failure to pass a physical or to meet all physical fitness requirements shall be deemed a voluntary resignation and the employee shall have no further right to be recalled.

ARTICLE 25 - GRIEVANCE PROCEDURE

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

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

25.03 Failure by an employee to comply with any time limitation shall constitute withdrawal of the grievance. Failure of the City to comply with any time limitation shall enable the grievant(s) to proceed to the next step in the grievance process. It is agreed that all times may be extended by agreement between the City and the grievant(s) or Union.

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

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

25.06 If the employee disagrees with this decision, the employee and/or his representative may, within thirty (30) days after receipt of the decision, initiate an appeal to the South Dakota Department of Labor, who shall conduct an investigation and hearing, shall issue an order covering the points listed, and shall order it be binding on the employee and the City in accordance with the provisions of SDCL Section 3-18-15.2, subject to either parties' right of appeal pursuant to SDCL 1-26.

ARTICLE 26 - PERFORMANCE RATINGS

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

ARTICLE 27 - HEALTH INSURANCE

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

A. An employee who is a member of the South Dakota Retirement System and who also 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, 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;

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

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

D. Any employee who retires from the City consistent with the rules of the South Dakota Retirement System, but chooses to delay receiving their retirement benefits, shall be eligible for group health insurance coverage under the provisions of this Section as if they remained in the system.

E. The City agrees to pay 100% of the cost of contributions of the Group Health Insurance Plan for each employee who retires provided the employee meets the following conditions:

1. The employee retires in accordance with the provisions of the South Dakota Retirement System and employed with the City at least 20 years or;

2. The employee retires due to a medical disability;

3. The employee who retires under #1 or #2 above must have participated in the City's Health Insurance at least five (5) years immediately preceding such retirement.

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

27.02 Health Insurance Premium Policy for Medical Disability. When an employee becomes ineligible for the Health Insurance premium payment made by the City, because the employee is receiving no direct compensation from the City for that premium period, the City shall continue to pay the premium on the following basis:

For each full year of credited service, one month of Health Insurance premium will be paid to a maximum of 12 months of premium 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, whichever is earlier.

The credited service year for the purpose of this policy is calculated from the same date, the anniversary date, as used for calculation of annual leave benefits. Paid leave of any kind shall not be used in any way other than a consecutive day progression to satisfy the direct compensation requirements. Payment of the premium by the City shall be on the same basis as would be paid if the employee has not become ineligible.

27.03 The Union and the City of Rapid City agree to the concept of a Healthcare Plan Committee to manage and make recommendations regarding the self-funded City Healthcare Plan. The Committee shall be comprised of the following people:

2 representatives from FOP
2 representatives from the IAFF
3 representatives from AFSCME
3 representatives from the Non-union group
1 representative from the retiree group who is currently enrolled on the healthcare plan
Finance Officer
Human Resource Director
City Attorney
Council Representative

A majority of the members of the committee shall act as one with regard to the management of the City's Healthcare Plan. The City Human Resource Director shall act as the chair of the committee. Any member of the committee may designate another person to attend any meeting on his behalf. Such a designee shall have full voting rights.

It is the desire of the City Healthcare Plan Committee and the City Council to fund the City Healthcare Plan to a level of responsible fiscal management and build an ongoing Ideal Fund Balance to a level consistent with the Ideal Fund Balance Target. The Committee recognizes its fiduciary responsibility to adequately manage the City Healthcare Plan to ensure the Plan's long term financial stability. To that end the Committee adopts the following Plan reporting criteria and funding philosophy.

27.04 Responsibilities of the Committee. At least annually the Healthcare Plan Committee shall establish and recommend to the City Council the funding level need of the City Healthcare Plan for the forthcoming Calendar Year consistent with its fiduciary responsibility to adequately manage the Plan to ensure the Plan's long term financial stability.

The Healthcare Plan Committee shall review the Plan Reserve Balance on a quarterly basis, or as deemed necessary by the City Finance Officer or his designee.

27.05 Definitions as pertains to this Article:
The term "Calendar Year" shall mean the period of January 1 through December 31.

The term "Plan Year" shall mean the period of July 1 through June 30.

The term "Expected Plan Costs" shall mean the subsequent Plan Year quoted fixed costs from the Plan service providers and the stop-loss carrier's aggregate attachment point times .80.

The term "Maximum Plan Costs" shall mean the subsequent Plan Year quoted fixed costs from the Plan service providers and the stop-loss carrier's aggregate attachment point.

The term "City Medical Plan" as used in this document shall mean the self-funded medical plan offered the eligible City employees, former employees and their dependents who have properly enrolled and who have paid their share of the cost to participate. This term does not include the Dental or Life Insurance benefits also offered by the City.

The term "Ideal Fund Balance Target" as used in this document shall mean the average of two numbers as determined by the City's health plan administrator (or an organization unrelated to the City and appointed by majority vote of the City Healthcare Plan Committee) on or before June 15th of each year. The first calculated number in determining the Ideal Fund Balance Target shall be 35% of the Expected Plan Cost of the City Medical Plan for the subsequent Plan Year of July 1 through June 30 and the second number shall be 25% of the Maximum Plan Cost of the City Medical Benefit Plan for the subsequent Plan Year. Both numbers shall be based on the actual average enrolled employees and dependents in the 11 months ending May 31 of that Plan Year.

The term "Annual Funding" shall mean the monthly contribution level established by the Healthcare Plan Committee and approved by the City Council representing the contributions to the City Medical Plan from the City of Rapid City and the payroll deductions from employees and the payments from former employers.

The term "Plan Reserve Balance" shall mean the then current cash balance of the Medical Insurance Fund which accounts for all of the Medical Plan expenses and revenues on a month to month basis and which is maintained and accounted for by the City Finance department.

27.06 Funding Determination. To ensure proper financing of the City Healthcare Plan it is necessary to provide for an annual funding review. This document shall set Annual Funding increases at a minimum of 5% and a maximum of 14% as determined by the Fund needs to finance the Expected Plan Costs for the forthcoming year; plus or minus the Fund needs to move towards meeting or maintaining the Ideal Fund Balance Target for the forthcoming year.

If the above Funding concept is more than adequate to meet the expected plan cost and also produces dollars in excess of the Ideal Fund Balance Target the excess dollars must first be used to repay any loans due the City of Rapid City, secondly these dollars may be used to offset the forthcoming years funding need by carrying the dollars forward to subsequent years.

If the Annual funding adjustment is inadequate to meet the actual Plan Cost, the benefits provided by the Plan shall be adjusted to reduce the expected expenses to fit within the funding expectation.

Unless agreed by a 2/3 vote of the Healthcare Plan Committee, a rate change must occur each January 1 between the minimum 5% and maximum of 14%. Planning for the above application shall be completed in June of each year for the subsequent January 1 rate change and/or benefit modification implementation. Any recommendation for an increase in premium above 14% must be submitted to the City Council and to each bargaining unit for approval. The approval of the City and at least two of the four bargaining units shall be adequate to implement such an increase for all of the bargaining units.

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

ARTICLE 28 - LIFE INSURANCE

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

ARTICLE 29 - DENTAL INSURANCE

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

ARTICLE 30 - CHECK-OFF DUES

The Employer agrees to deduct from the pay of the employees covered by this Agreement, initiation fees, and assessments of the Local Union, but specifically excluding any assessments, or parts thereof, for any political purposes, and agrees to remit same such deductions within ten (10) days after the end of the month for which the deductions are made. Written authorization by the employee is to be furnished in the form required. Check-off procedures and timing shall be worked out between the Union and the Employer.

ARTICLE 31 - REIMBURSEMENT OF EXPENSES INCURRED IN TRAINING PARAMEDICS

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

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

ARTICLE 32 - SENIORITY

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

32.02 Both parties are in accord that, along with other considerations, seniority within the division should be a factor in filling vacancies, in promotions, demotions, layoffs and recalls. All actions taken in these areas shall be taken with due consideration to ability, fitness, experience, qualifications, past performance and relative seniority. If all other considerations are relatively equal, seniority will prevail. The City shall be the judge of the controlling considerations but shall not act arbitrarily or capriciously in its decision. If seniority is bypassed, the employee shall, upon request, be furnished with written reasons therefore, and such affected employee may process his complaint through the grievance procedure under this Agreement.

32.03 The Department will furnish the Union a list of the employees within the bargaining unit, showing the names of all employees in the order of their seniority ranking, within thirty (30) days after the effective days of this Agreement, and a revised listing each six (6) months thereafter. Protests of errors in or omissions from seniority rosters must be made to the City within sixty (60) days from the date of the first furnishing of the list, or the list, and all subsequent lists, will be deemed correct for all purposes. An information copy may be posted in the Main Station and each substation.

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

A. Quits;

B. Is discharged for just cause;

C. Is retired;

D. Is laid off for a continuous period of thirty-six (36) months, unless such time is extended in writing by the City and requested by the employee;

E. Is absent beyond any paid leave for six (6) months because of a non-occupational illness or injury, unless such time is extended in writing by the City and requested by the employee, or unless the member is on a leave under Article Eighteen or Article Nineteen;

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

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

ARTICLE 33 - COMMITTEE FOR UNION-MANAGEMENT COOPERATION

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

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

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

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

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

ARTICLE 34 - SAVINGS CLAUSE

If any provision of this Agreement is in contravention of the laws or regulations of the United States, the State of South Dakota, or the ordinances of the City of Rapid City, such provision shall be superseded by the appropriate provisions of such law or regulation, so long as the same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect. If the parties are unable to agree as to whether or not any provision thereof is in contravention of any such laws or regulations, the provisions thereof involved shall remain in effect until the dispute is settled by the court or other authority having jurisdiction in the matter.

ARTICLE 35 - DURATION OF AGREEMENT

35.01 This Agreement shall remain in full force and effect commencing at 12:01 a.m. on the 1st day of January, 2017, and shall continue in full force and effect until 12:00 midnight on the 31st day of December, 2022.

35.02 Either party hereto shall have the option of re-opening negotiations, for the sole purpose of renegotiating wage scales and adjustments, twice during the term of this Agreement. The first opportunity to reopen shall be from January 1, 2018, through April 1, 2018. The second opportunity to reopen shall be from January 1, 2020, through April 1, 2020. If either party wishes to reopen negotiations, that party shall notify the other in writing of such desire prior to April 1 of the applicable period.

If no new agreement is in place by January 1, 2023, the terms of this contract shall remain in full force and effect until a new agreement is in place.

Dated at Rapid City, South Dakota, this 6 day of May, 2016.

CITY OF RAPID CITY

Steve ~~Allender, Mayor~~
Brad Estes, Council President

ATTEST:

Pauline Sumption, Finance Officer

(SEAL)

INTERNATIONAL ASSOC. OF FIRE FIGHTERS, LOCAL 1040

Jim Frybarger, President

APPENDIX A
WAGE SCALE & ADJUSTMENTS

The parties have agreed to a six year wage plan. The term will begin January 1, 2017 and terminate December 31, 2022. The formula for calculating wage increases for the six year term of the contract will be explained in this appendix.

IAFF members will be placed on a six step pay matrix on January 1, 2017 based on years of service and schedule worked. Step increases on this new scale will be five percent (5%) with each step occurring after five, ten, fifteen, twenty, and twenty-five years of service. The step increases will take place the first day of the month in which the member will reach their anniversary date of hire and paid at the end of that month. See below for copies of the six step matrices.

56-Hour Matrix

	Starting Pay	Start of 6th Year	Start of 11th Year	Start of 16th Year	Start of 21st Year	Start of 26th Year
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
15	$45,244.64	$47,506.87	$49,769.10	$52,031.34	$54,293.57	$56,555.80
16	$47,506.87	$49,882.22	$52,257.56	$54,632.90	$57,008.25	$59,383.59
17	$49,882.22	$52,376.33	$54,870.44	$57,364.55	$59,858.66	$62,352.77
18	$52,376.33	$54,995.14	$57,613.96	$60,232.78	$62,851.59	$65,470.41
19	$54,995.14	$57,744.90	$60,494.66	$63,244.41	$65,994.17	$68,743.93
20	$57,744.90	$60,632.14	$63,519.39	$66,406.63	$69,293.88	$72,181.12
21	$60,632.14	$63,663.75	$66,695.36	$69,726.97	$72,758.57	$75,790.18

40-Hour Matrix

	Starting Pay	Start of 6th Year	Start of 11th Year	Start of 16th Year	Start of 21st Year	Start of 26th Year
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
15	$47,506.87	$49,882.21	$52,257.56	$54,632.91	$57,008.25	$59,383.59
16	$49,882.21	$52,376.33	$54,870.44	$57,364.55	$59,858.66	$62,352.77
17	$52,376.33	$54,995.15	$57,613.96	$60,232.78	$62,851.59	$65,470.41
18	$54,995.15	$57,744.90	$60,494.66	$63,244.42	$65,994.17	$68,743.93
19	$57,744.90	$60,632.15	$63,519.39	$66,406.63	$69,293.88	$72,181.13
20	$60,632.15	$63,663.75	$66,695.36	$69,726.96	$72,758.57	$75,790.18
21	$63,663.75	$66,846.94	$70,030.13	$73,213.32	$76,396.50	$79,579.69

January 1, 2018 the above pay matrix will be increased by one percent (1%). In addition, on that same date the matrix will be adjusted for cost of living equal to the Consumer Price Index Urban Consumers (CPI-U, Midwest Urban Region) for the year 2016. The cost of living adjustment cannot be a negative value with a maximum of three percent (3%).

July 1, 2018 the IAFF matrix will be adjusted for cost of living equal to the Consumer Price Index Urban Consumers (CPI-U, Midwest Urban Region) for 2017. The cost of living adjustment cannot be a negative value with a maximum of three percent (3%).

January 1, 2019 the IAFF pay matrix will be increased by one percent (1%).

July 1 of 2019, 2020, 2021, and 2022 the IAFF matrix will be adjusted for cost of living equal to the Consumer Price Index Urban Consumers (CPI-U, Midwest Urban Region) for the previous year. The cost of living adjustment cannot be a negative value with a maximum of three percent (3%).

Grade 15
Firefighter Apprentice Medic Recruit (B)
Firefighter Apprentice Medic I (B)
Firefighter Apprentice Medic II (B)

Grade 16
Firefighter Apprentice Medic Recruit (P)
Firefighter Apprentice Medic I (P)
Firefighter Apprentice Medic II (P)
Journeyman Firefighter Medic (B)

Grade 17
Journeyman Firefighter Paramedic (P)

Grade 19
Fire Lieutenant (Operations) (B)
Fire Lieutenant (Fire Prevention) (B) – 40 hr
Fire Lieutenant (Education Specialist) (B) – 40 hr

Grade 20
Fire Lieutenant (Operations) (P)
Fire Lieutenant (Fire Prevention) (P) – 40 hr
Fire Lieutenant (Education Specialist) (P) – 40 hr

Grade 21
Fire Captain (Operations)
Lead Mobile Medic – 40 hr

APPENDIX B

STANDARD SCHEDULE OF DISCIPLINARY OFFENSES/PENALTIES FOR CITY OF RAPID CITY EMPLOYEES

1. This list is not intended to cover every possible type of offense. Penalties for offenses not listed will be prescribed by the Department Director, Division Manager or Supervisor, consistent with penalties for offenses of comparable gravity, unless superseded by contract or law.
2. Many of the items listed on this schedule combine several offenses in one statement, connected by the word "OR". Usage of the word "OR" in a charge makes it nonspecific.
3. Depending on the gravity of the offenses, dismissal proceedings may be instituted against an employee for four infractions committed in any 24-month period.
4. Where appropriate, consideration may be given to change to lower grade in lieu of dismissal.
5. Suspension penalties on this schedule apply to work days.
6. Reckoning periods commence on the date of the offense.
7. Departments may establish additional rules pertaining to each department, which are not in conflict with these rules.
8. Disciplinary action to suspend or dismiss an employee must be reviewed with the Human Resources Director and/or City Attorney's Office or designees prior to final action.
9. All rules and disciplinary actions are enforced in compliance with current federal and state statutes and regulations, as example the Fair Labor Standards Act.
10. Definitions: For clarity of interpretation, the following terms are defined:

    Competent Authority – defined as those authorities that are properly appointed to carry out the supervisory/management duties as assigned by the City and as defined by the supervisory/management position.

    Reckoning Period – defined as the period of time applicable to an offense in which no similar offense can occur. If, for instance, a first offense occurs and the reckoning period is six months and a similar infraction occurs within the six-month period, the similar infraction is counted as the second offense. If the reckoning period expires and another similar infraction occurs, the new occurrence may count as a first offense. This does not imply that continued patterns or frequencies of occurrence might not result in more severe penalties based upon performance factors.

APPENDIX C
RANGE OF PENALTIES FOR STATED OFFENSES

Penalties for disciplinary offenses will, in general, fall within the range indicated. In unusual circumstances, depending on the gravity of the offense, the past records, and the position of the employee, a penalty outside the general range may be imposed.

(Reprimands – Suspensions – Dismissals)
NUMBER OF INFRACTIONS IN RECKONING PERIOD

	NATURE OF OFFENSE	1ST OFFENSE MIN	1ST OFFENSE MAX	2ND OFFENSE MIN	2ND OFFENSE MAX	3RD OFFENSE MIN	3RD OFFENSE MAX	RECKONING PERIOD
1.	Unexcused failure to report or tardiness at designated reporting site and time as assigned by department. Disciplinary action is in addition to non-pay status for period of tardiness.	R	1	1	5	5	15	6 months
2.	Failure to report in proper uniform as specified in department regulations. Disciplinary action is in addition to non-pay status for lost time to comply with uniform regulations.	R	1	1	5	5	15	6 months
3.	Failure to report on-duty personal injury or accident.	R	1	1	5	5	15	1 year
4.	Unexcused or unauthorized absence on one or more scheduled workdays. (Tardy=if less than 1 hour; Unexcused Absence = over 1 hour.) The charge of EXCESSIVE UNAUTHORIZED ABSENCE & penalty of dismissal may be used when absence exceeds 3 workdays or when it appears that employee has abandoned his position. Extenuating circumstances offered by the employee should be considered.	R	5	3	10	10	D	1 year
5.	Leaving job or premises to which assigned at any time during working hours without permission.	R	5	3	10	10	D	1 year
6.	Failure to observe precautions for personal safety, posted rules/City policies, signs, safety instructions, or to use protective clothing or equipment.	R	5	3	10	10	D	1 year
7.	Failure to report receipt of traffic citations, violating traffic regulations, reckless driving or improper operation of motor vehicle while on duty or at any time while operating a City vehicle.	R	5	3	10	10	D	1 year
8.	Loafing, wasting time, or inattention to duty.	R	5	3	10	10	D	1 year

9.	Carelessness resulting in spoiling or waste of materials or delay in productivity.	R	5	3	10	10	D	1 year
10.	Failure or delay in carrying out orders, work assignments, or instructions.	R	5	3	10	10	D	1 year
11.	Repeated garnishments showing failure to honor just debts without good cause.	R	5	1	5	5	D	1 year
12.	Unauthorized possession of, loss of, or damage to City property or property of others, or endangering same through carelessness.	R	5	10	10	10	D	2 years
13.	Disorderly conduct, fighting, threatening or attempting to inflict bodily injury to another; engaging in dangerous horseplay; or, resisting competent authority.	R	D	10	D	15	D	2 years
14.	Unlawful use or possession of alcohol, drug paraphernalia or illegal drugs on City property or while conducting City business; reporting to work under the influence of alcohol, illegal drugs, or through the improper use of prescribed drugs.	R	D	10	D	D	D	2 years
15.	Unlawful distribution of alcohol or drugs on City property or while conducting City business.	R	D	10	D	D	D	2 years
16.	Sleeping on duty except when necessitated by operations or authorized by competent authority.	R	D	15	D	D	D	2 years
17.	Intentionally revealing or releasing confidential information without proper authorization or use of such information for personal gain.	R	D	15	D	D	D	2 years
18.	Endangering the safety of or causing injury to personnel or citizens through carelessness.	R	D	15	D	D	D	2 years
19.	Malicious damage to City property or the property of others.	R	D	15	D	D	D	2 years
20.	Actual or attempted theft of City property.	R	D	15	D	D	D	2 years
21.	Conviction of a felony or misdemeanor with readily discernible harmful effects on City operation (e.g. employee morale or discipline)	R	D	15	D	D	D	2 years
22.	Immoral, indecent, or notoriously disgraceful conduct which reflects unfavorably on the City.	R	D	15	D	D	D	2 years
23.	Disrespectful conduct; use of insulting, abusive, or obscene (profane) language in connection with City duties.	R	D	15	D	D	D	2 years
24.	Discrimination against an employee or applicant because of race, color,	R	D	15	D	D	D	2 years

	religion, sex, age, national origin, or disability; or any reprisal action against employee.							
25.	Falsification, misstatement, exaggeration, or concealment of material fact in connection with employment, promotion, any record, investigation, or other proper proceeding.	R	D	15	D	D	D	2 years
26.	Falsifying attendance record for oneself or another employee.	R	D	15	D	D	D	2 years
27.	Disobedience to competent authorities, or deliberate refusal to carry out a proper order from any supervisor having responsibility for the work of the employee; insubordination.	R	D	15	D	D	D	2 years
28.	Failure to immediately notify employee's department head of the loss of a valid driver's license through revocation, suspension, or other ineligibility, if such license is required in the performance of job duties.	R	D	30	D	D	D	Continuous

R = Reprimand
# = Days of Suspension Without Pay
D = Dismissal

APPENDIX D

CONVERSION TABLE

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

1) Vacation conversions:

Hours worked per week	Employees Years of Service *	Hours of vacation earned per year
40 hours	0 to 4 years	0-80 hours
56 hours	0 to 4 years	0-120 hours

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

Hours worked per week	Employees Years of Service **	Hours of vacation earned per year
40 hours	5 to 13 years	120 hours
56 hours	5 to 13 years	168 hours

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

Hours worked per week	Employees Years of Service ***	Hours of vacation earned per year
40 hours	14+ years	160 hours
56 hours	14+ years	216 hours

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

* As defined by Article X, Annual Leave, Section 10.02 A & B.
** As defined by Article X, Annual Leave, Section 10.02 C.
*** As defined by Article X, Annual Leave, Section 10.02 D.

2) Sick leave conversions:

Hours Worked Per Week	Sick Leave Earned Per Year
40 hours	Sick A = 56 hours Sick B = 56 hours
56 hours	Sick A = 84 hours Sick B = 84 hours

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

3) Pay conversion:

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