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AGREEMENT

BETWEEN

CITY OF RAPID CITY

AND

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

FOR THE PERIOD

JANUARY 1, 2018 THROUGH DECEMBER 31, 2019

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DEFINITIONS

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

Complete Month – for annual leave purposes, an employee must have a full calendar month.

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

Continuous operation – Seven day per week operation.

Days – unless specifically noted as "working days", the term "days" shall mean "calendar days".

Department – shall consist of all work units assigned to that Department and represented by a Department Director.

Department Director – those that report directly to and are under the general direction of the Mayor including, but not limited to the directors of the Airport, the City Attorney's Office, the Civic Center, the Finance Office, Community Resources, Fire Department, Community Planning and Development Services, the Library, Parks & Recreation, Police Department, and Public Works.

Layoff – An involuntary separation from employment due to lack of funding or work.

Prorated benefited employee – An employee who receives benefits and works less than an average of 40 hours per week as follows:

a. For employees whose FTE is other than a full FTE, all accruals will be prorated accordingly and will apply throughout the contract.
b. An employee will work the hours in accordance with their FTE. (i.e. an employee who is a .5 FTE will work 4 hrs per day and will record it as such on the timesheet).
c. Annual leave time will be taken and recorded on the employee's timesheet in accordance with the employee's FTE. i.e. .75 FTE is 6 hrs .5 FTE is 4 hrs.
d. Holiday/personal holiday will be prorated based on an 8-hour day.

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

Supplemental employment – performing employment for pay from an employer other than the City of Rapid City.

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

Work Unit – the City department, or the applicable division within the Public Works Department, to which an employee is assigned.

Regular Benefited Employee – an employee in continuous benefited employment with the City working a fulltime regular schedule.

He/Him – means he/him and she/her.

She/Her – means she/her and he/him.

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

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

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

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

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

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

ARTICLE ONE
RECOGNITION

1.01 Pursuant to the provisions of SDCL Chapter 3-18 and any applicable regulations of the Department of Labor, Local 1031 of the American Federation of State, County, and

Municipal Employees AFL-CIO was certified on December 23, 1970, as the formal representative of all employees of the City of Rapid City except elected officials, supervisory employees, confidential employees, Police Department employees, Fire Department employees, seasonal employees, Library employees, stagehands and all employees who work an average of less than 20 hours per week for the purpose of meeting and negotiating with the City of Rapid City in respect to rates of pay, hours of employment, or other conditions of employment. The City of Rapid City hereby recognizes Local 1031 of the American Federation of State, County, and Municipal Employees AFL-CIO as the certified formal representative of the above described employees.

1.02 The Union recognizes the responsibility assumed by it as the formal representative of all employees in the Unit. As part of this responsibility, it pledges the full cooperation of its members to maintain continuous service to the public; and 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.

ARTICLE TWO
CITY RIGHTS

2.01 The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibility and the powers and authority which the City has not officially abridged, delegated, or modified by this Agreement 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 in the most appropriate and efficient manner possible; to manage and direct the employees of the City; to hire, schedule, promote, transfer, assign, train, or retrain employees in

positions within the City; to suspend, discharge, or take other appropriate action for just cause;

B. To determine the size and composition of the work force, to eliminate or discontinue any job or 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; the utilization of seasonal and part-time employees;

D. To determine need and appropriateness of contracting or subcontracting with respect to City services. However, if the City decides that contracting or subcontracting of the City's service is necessary, the City will notify the Union of the contract, its amount and its purpose.

2.03 The exercise of management rights shall not be used for the purpose of undermining the Union or discriminating against the Union or any employee.

ARTICLE THREE
CONDUCT OF UNION AFFAIRS AND UNION RIGHTS

3.01 All rights guaranteed to the employee and the Union by law are retained unless specifically modified by this Agreement.

3.02 The Accredited Council of International Representatives of American Federation of State, County, and Municipal Employees Union shall be free to visit the various departments in the City at all reasonable hours and shall be permitted to carry on their duties,

provided that they shall first notify the Department Director and there shall be no interference with the conduct of operations in the department.

3.03 The City will not interfere with the right of its employees to become members of the Union.

3.04 Except as permitted under Section 3.10, the Union, its shop stewards, its officers, or its members shall not collect dues or conduct union business during working hours.

3.05 All shop stewards or the union officers referred to in this Agreement shall be benefited employees of the City.

3.06 Each employee is expected to work their scheduled shift.

3.07 Each shop steward or union officer shall notify his immediate supervisor before leaving work to conduct union business.

3.08 When it is necessary for a shop steward or union officer to enter a work area other than his own for the purpose of conducting union business authorized by this Agreement, he shall notify the supervisor of that area of his presence and of the nature of his business.

3.09 Shop stewards and union officers shall be selected by the Union and shall function on behalf of the employees in the bargaining unit. No more than eighteen (18) stewards and two (2) Chief Stewards shall be selected. The Union shall furnish the City with the names of those selected.

3.10 A shop steward and/or union officer, upon approval of the immediate supervisor or designated representative, which approval shall not be unreasonably withheld, shall have the privilege, without unnecessary delay, to devote time, during normal working hours, without loss of pay, for reasonable periods:

A. To investigate any grievance, safety issue, or dispute so that the same can be properly presented to the supervisor or the designated representative;

B. To present for adjustment to a supervisor a grievance, safety issue, or dispute, which has been requested by an employee or a group of employees;

C. To attend meetings with supervisors or other City representatives when such meetings are necessary to adjust grievances, safety issues, or disputes. All meetings will be held without unnecessary delay;

D. To confer with a duly accredited officer of the Union and/or employees of the bargaining unit on City premises, at such time and at such places as may be authorized by his immediate supervisor;

E. To confer with duly accredited union field representatives on City premises.

3.11 Any supervisor, upon a finding that a shop steward, union officer or union representative is abusing the privilege set forth in 3.10, may require that the activity shall cease. If the shop steward, union officer, or union representative disagrees, the matter shall be referred to the Labor-Management Committee for discussion. If not resolved by the Committee, it shall be subject to the grievance procedure. The City shall have the right to require the Union to refrain from excessive activities during working hours.

3.12 Prior to any proposed investigation of grievances or safety issues, the shop steward or union officer shall obtain permission from his and the grievant's supervisor, which will be granted unless the shop steward, union officer, or the grievant is working on something that requires his immediate attention. If permission cannot be immediately granted, the City will arrange to allow investigation of the grievance or safety issue at the earliest possible time. Supervisory permission shall be given verbally to shop stewards or union officers provided that

verbal authorization ensures adequate controls; otherwise, written permission will be required. If it becomes necessary for a shop steward or union officer to receive written permission, the City will provide a form, which will be used for this purpose.

3.13 The City will provide designated bulletin boards or space in not more than eighteen (18) places within the City work areas which may be used by the Union for the purpose of posting notices relating to the Union, and such notices shall be restricted to (1) changes in rules and regulations of the Union; (2) changes in personnel of committees and officers of the Union; and (3) notice of time and place of regular and special union meetings and its social functions and entertainments sponsored by the Union or its international. All notices to be posted on the bulletin board shall bear the signature of the designated representative of the Union, and any other notices that may be agreed upon by the Union and the City may be posted if they are initialed by the Department Director and the Union. The Union is responsible for removing all outdated materials from the bulletin boards.

3.14 In the administration of its affairs pursuant to its designation as formal representative for the City employees in the bargaining unit, the Union agrees that it will administer the contract equally and equitably to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, religion, disability, union affiliation or political affiliation. The Union agrees that its membership, including all terms and conditions of this Agreement, is open to the entire bargaining unit.

3.15 The City recognizes that it shall apply the terms and conditions of employment on the same basis as the Union pledges above, and it will not interfere, restrain, or coerce any employee with respect to Section 3.14.

3.16 The City recognizes that supervisory personnel should not perform work usually completed by members of the bargaining unit. The Union recognizes that in exceptional circumstances and for limited, short duration time periods, supervisory personnel may perform bargaining unit work for the protection of the health, safety and welfare of the public and the employees.

3.17 The Union shall provide the City's Human Resources Division an information packet to be provided to new employees eligible for membership in the Union. The City shall also provide the Union with 15 minutes to address current and potential members at the end of the mandatory employee orientation that all City employees are required to complete.

ARTICLE FOUR
ASSIGNMENT OF UNION DUES

4.01 The City shall deduct one-half of the regular monthly dues from the first two pay periods of each month of each employee covered by this Agreement, provided that at the time of such deduction the City is in possession of a current unrevoked written assignment, executed by the employee, in the form and according to the terms of the authorization form attached hereto, marked Appendix B, and made a part hereof.

4.02 Previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days; previous authorizations of other employees rehired or reinstated shall not be considered to be effective.

4.03 Such authorized deductions shall be remitted within ten (10) days to the duly designated union official. The Union shall advise the City in writing of the name of such official.

4.04 If an employee has no pay coming for the first payroll period of the calendar month, or if such pay period is the first pay period of a new employee, or if the employee has signed an authorization form during such pay period, no dues shall be deducted until the first pay period of the subsequent month, which deductions shall be limited to the amount of the current regular monthly union dues, and shall not include dues for prior months or any portion thereof.

4.05 If an employee wishes to revoke their authorization for the City to withhold union dues from their pay, a written request to do so must be presented to the City during the month of November on the form provided in Appendix C. The revocation of the employee's authorization will become effective on January 1st of the following year and from that date forward, no additional dues will be withheld from that employee's pay.

4.06 At the time of execution of the Agreement, the Union shall advise the City, in writing, of the exact amount of regular monthly union dues. If the Union subsequently requests the City deduct additional monthly union dues, such request shall be effective only upon written assurance by the Union that additional amounts are regular monthly union dues duly approved in accordance with the Union's constitution and bylaws.

4.07 The City shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as provided above, it shall make that deduction from the employee's next pay period in which union dues are normally deducted after written notification has been provided to the City of the error. If the City makes an overpayment to the Union, the City will deduct that amount from the next remittance to the Union. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE FIVE
COMMITTEE FOR UNION-MANAGEMENT COOPERATION
(The Labor – Management Committee)

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

5.02 In order to achieve the parties desire to foster a better relationship through improved communication, the Committee for Labor-Management Cooperation (also known as the Labor-Management Committee) is hereby created. The committee shall meet quarterly, or as needed. It is understood that such meetings will be held for the purpose of appraising and discussing any problems which may arise concerning administration, interpretation, or application of the Agreement, or other matters which either party believes will contribute to improving the relationship of the parties within the framework of this Agreement. It is understood that such meetings shall not be for the purpose of handling grievances, or conducting continuous collective bargaining negotiations which in any way will modify, add to, or detract from the provisions of this Agreement. In agreeing to such meetings, the parties are providing

concrete evidence of their sincere desire to encourage friendly, cooperative relationships between their respective representatives at all levels and with and between all employees covered by this Agreement, and to find ways to overcome difficulties, influences, or attitudes which interfere with such relationships.

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

The committee, or any employee, may call to the attention of a Department Director the fact that certain equipment may be dangerous to use, and the Department Director shall have effective authority to remedy the situation by withdrawal of the equipment from use or arranging for its immediate repair. If the Department Director refuses to take the necessary steps to remedy the situation, he must notify the employee or committee of the decision within twelve (12) hours after the matter is brought to the Department Director's attention, and the employee or committee may take the matter immediately to the City's Risk Manager and the Union Safety Officer for immediate investigation and determination of an appropriate course of action. 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.

5.04 The committee shall be composed of up to four (4) members designated by the Union and up to four (4) members designated by the City management team. All recommendations with respect to safety shall be adopted by a majority of the committee. If the

committee is unable to reach a majority decision on any question of safety, the question shall be referred to a person or persons selected by a majority of the committee to decide the issue.

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

ARTICLE SIX
GRIEVANCE PROCEDURE

6.01 Grievance means a complaint by an employee or group of employees concerning the interpretation, or the application, of the provisions of this Agreement or of rules or regulations governing personnel practices or conditions of employment, which has not been resolved satisfactorily in an informal manner between the employee and their immediate supervisor. An employee filing a formal grievance must attempt to rectify the situation with the immediate supervisor, unless that attempt would be futile. The employee may request that a formal representative of the Union be present. No person shall suffer discrimination or retaliation/reprisal for the filing of, or their involvement in a grievance.

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

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

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

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

6.06 If the employee disagrees with this decision, the employee and/or representative may, within thirty (30) days after receipt of the decision, initiate an appeal to the Department of Labor, whose decision shall be binding on the employee and the City in accordance with provisions of SDCL 3-18-15.2, subject to either party's right of appeal pursuant to SDCL 1-26.

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

ARTICLE SEVEN
NO STRIKE OR LOCKOUT

7.01 The City and the Union agree that the grievance procedures provided in this Agreement are adequate to provide fair and final determination of all grievances arising under the terms of this contract.

7.02 During the period of this Agreement there shall be no strikes, stoppages, slow-downs, picketing, or other interference with the operations of the City, nor shall there be abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment by concerting actions with others, all of which are hereinafter referred to as strikes.

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

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

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

7.06 The City may discipline or discharge any employee who engages or otherwise participates in a strike, and such action shall not be subject to the grievance procedures contained in this Agreement upon any grounds other than the grounds that the employee did not take part in the strike, either by picketing or failing, without being excused by the Department Director, to report to work on the assigned shift or under the call-back provisions of this Agreement.

Other than discharge, the discipline imposed may include the right of the City to forfeit all or part of the employee's seniority rights, accrued annual leave or sick leave. The City may also impose on an employee who violates this Article as a condition to continued employment, that the employee lose all holiday benefits for the remainder of the year.

ARTICLE EIGHT
SENIORITY

8.01 Seniority is a preference or priority based on length of service when vacancies occur, or when new positions are created. The purpose of seniority is to provide a declared policy of work security measured by length of service.

8.02 The seniority of an employee is determined by the length of service computed in years, months, and days from the date of the beginning of the last continuous benefited employment, except as provided in the Military Leave and Family and Medical Leave Act sections of this contract.

8.03 The City agrees to 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 date of this contract, 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 thirty (30) days from the date the City furnishes the list to the Union, or the list and all subsequent lists shall be deemed correct for all purposes.

8.04 On a monthly basis, the City will furnish a list of new hires and terminations.

8.05 Where two (2) or more employees have the same net credited service, seniority between them shall be determined by the alphabetical order of the employees' last name and if that does not resolve the matter then by the alphabetical order of their first names.

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

A. Quits;

B. Is discharged for just cause;

C. Retires;

D. Is laid off for a continuous period of one (1) year;

E. Is absent for six (6) months after expiration of all leave paid by the City, because of a non-occupational illness or injury, unless such time is extended in writing by the City;

F. Is absent for one (1) year after expiration of all leave paid by the City, because of an occupational illness or injury, unless such time is extended in writing by the City.

ARTICLE NINE
PROBATION

9.01 Probationary Employees. All employees shall be probationary employees for a period of Nine (9) months, beginning on their benefited date of hire.

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 without regard to their relative length of service. However, the employee may have union representation after ninety (90) calendar days for other matters subject to the grievance procedure.

9.02 Upon satisfactory completion of the employee's probationary period of nine (9) months, seniority shall date back to the date of the employee's latest hire. The time from the date of the employee's 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.

9.03 Probationary employees, for the purpose of accruing and using benefits other than paid holidays, shall be eligible employees after ninety (90) calendar days from their latest date of hire.

ARTICLE TEN
LAYOFF, REHIRING AFTER LAYOFF

10.01. Whenever, in the judgment of the City, there exists a need for a layoff of a bargaining unit employee or employees, the City shall determine the extent of the layoff required, the effective date, and the department and the job classifications affected.

10.02 Procedures:

A. Notice and Vacancies. At least thirty (30) calendar days prior to the effective date of the layoff, the City shall give notice to the Union and the affected employees of the layoff. Along with the notice, the City shall provide a current list of City job vacancies. Within five (5) calendar days of the notification, the employees notified that they are to be laid off may request placement in any current vacancy in an AFSCME bargaining unit position for which the employee meets the minimum qualifications and which is at the same grade or a lower grade than the employee's position at the time of the notice. In case two or more employees request placement in the same vacancy, the City shall select the employee with the most seniority. Within ten (10) working days of accepting a vacant position, the employee must demonstrate the ability to satisfactorily perform the duties required of the position. If an employee fails to satisfactorily perform the duties required of the position within 10 days, the employee shall be placed on layoff status with the right to recall only to their original job, or other job the employee is capable of performing and meets the minimum qualifications of.

B. If, after making job offers as provided in Section A, of this article, there remains a need for layoffs, the City will lay off regular employees in the affected job

classifications or work group(s) provided that the employees shall be laid off in the inverse order of their seniority.

C. Bumping. An employee who is notified by the City that he or she is to be laid off and who has at least nine months of City seniority and is not a probationary employee shall have the right to claim a job of another employee. This process is known as "bumping" into a new position. In order to bump into a new position, all of the following conditions must be met:

1) The position must be an existing AFSCME bargaining unit position; and
2) The position must be at the same grade or a lower grade as the employee's position at the time the employee is notified of the layoff; and
3) The employee must meet the minimum qualifications for the position; and
4) The employee must have greater seniority than the incumbent in the position; and
5) Within ten working days of Bumping into a position, the employee must demonstrate the ability to satisfactorily perform the work required of the position.

If an employee bumps into a position and fails to satisfactorily perform the duties required of the position within ten (10) working days, the employee shall be placed on layoff status with the right to recall only to their original job or other job the employee is capable of performing and meets minimum qualifications of. An employee who is bumped from a position

shall be laid off, unless the employee is able to bump into another position as set out in this section.

10.03 Reinstatement:

A. An employee who is actually laid off shall be placed on a reinstatement eligibility list for two years. The laid-off employee may bump temporary or seasonal employees performing duties for which the laid-off employee may qualify.

B. When openings arise that are equal to or lower than the position from which the employee was laid off, the laid-off employee will be called back to work in order of City seniority under the following conditions:

1. The laid-off employee had nine months or more of service and had completed the probationary period at the time of the lay-off; and

2. The period of time elapsing since the layoff has not exceeded two years; and

3. The opening is within the laid-off employee's classification at the time of the layoff, or a job the employee is capable of performing and meets the minimum qualifications; and

4. The employee meets the minimum qualifications for the position at the time of the reinstatement offer; and

5. The laid-off employee shall accept and be available for reemployment within seven (7) calendar days after the offer of reemployment. No probationary period will be required; and

6. An employee shall be removed from the reinstatement eligibility list and have no further right to reinstatement as follows:

a. After two (2) years have elapsed from the date of layoff; or

b. The employee refuses an offer of reinstatement, provided the employee meets the minimum qualifications for the position and is capable of performing the job; or

c. The employee is offered reinstatement to the position at the time of the layoff, but the employee no longer meets the minimum qualifications for the position.

10.04 Vacancy Notification:

Laid-off employees will be notified in writing of any vacancies that are not filled per section 10.03 and the employee may apply for those positions.

10.05 Obligation of Employee and City:

It shall be the obligation of the laid-off employee to keep the City advised of his or her home address. The City shall be deemed to have complied with the provisions of this article upon mailing the offer of reemployment to the last known address of the laid-off employee by registered or certified mail, return receipt requested.

10.06 Use of Temporary and Seasonal Employees:

The City agrees not to hire any temporary, seasonal, or emergency employees until qualified laid-off employee(s) have been notified and offered these positions. Laid-off employees shall have a maximum of three working days to accept or reject a temporary or seasonal position. Acceptance or rejection of a temporary or seasonal position with the City shall not affect the employee's eligibility for reinstatement to a full time position under section 10.03.

10.07 Limitation of Laid-off Status:

Whenever this article refers to reinstatement of laid-off employees, only those employees that have been laid off for less than two years will be considered or affected. Employees laid-off for two years or more shall not be considered "laid-off employees" nor will they be considered for reinstatement.

10.08 Benefits:

A. Any employee that is laid off and later reemployed by the City must qualify for health insurance coverage as a new employee. Laid-off employees shall be eligible to continue health insurance on the City's plan under the COBRA requirements.

B. Laid-off employees who are reemployed by the City within two years since their layoff will have their sick leave accrual reinstated and the employee will earn sick leave at the present accrual rate.

C. When an employee is laid off they will be paid in full for vacation hours earned to the date of their layoff. If an employee is reemployed with the City before two years have elapsed since the layoff, that employee will begin to accrue vacation leave at the same rate as when that employee was laid off.

10.09. Seniority:

All seniority rights will be retained but not accumulated during layoff and reinstated upon reemployment within two years from the date of layoff.

10.10 Step Placement Upon Recall:

Employees called back to their former positions will be placed at the same step as the employee held at the time of the layoff. Employees called back to work in a different job title with the lower maximum rate of pay shall be placed on the same step the employee held at the

time of the layoff in the lower grade. All reinstated employees shall receive any intervening step increases that were applied during the term of the layoff.

10.11 In case of emergency, the City does not need to give advanced notice of layoffs. Emergency includes, but is not limited to, natural disaster, pandemics, or destruction of City facilities.

ARTICLE ELEVEN
JOB POSTINGS OR SHIFT BIDS

11.01 Job Posting. A regular benefited job vacancy shall be considered to exist only when an employee holding such job quits, retires, is discharged, when a new job is created, or when a job becomes vacant as a result of an employee bidding and being accepted on another job. If the job was merely a reclassification, transfer, or promotion of a specific employee within the City, the job will be posted only within the affected work unit, with a copy to the Chief Steward. All postings shall be posted as per established job descriptions. All job descriptions shall be furnished to the Union.

11.02 Job Bid Process. If a benefited job vacancy occurs and the job shall be filled, the job announcement will be posted in the appropriate location(s) throughout City offices for a period of at least five (5) working days. Posting will be accomplished by posting on all Union bulletin boards as well as the bulletin boards located at any plant, shop, or field office. If more than one vacancy occurs for the same position in a forty-five (45) day period, the Human Resources Manager and the President of AFSCME or their designees, may by mutual agreement waive the posting period. Upon closing of the posting period, the City shall first consider applications from current bargaining unit employees in the work unit where the vacancy exists. If one or more bargaining unit employees in the work unit where the vacancy exists meets the minimum qualifications for the position, the City shall select a current bargaining unit employee

from the work unit where the vacancy exists for the position. If no applicant from the work unit where the vacancy exists meets the minimum qualifications for the position, the City will next consider applications of other bargaining unit employees. If one or more bargaining unit employees meet the minimum qualification for the position, the City shall select one of the bargaining unit employees. The City shall take into account the following when considering more than one bargaining unit applicant: seniority, relative qualifications and abilities, physical fitness for the position, and productivity and performance in the current or previous position. The City will select the employee to fill the job and if the employee selected for the position has less seniority than other employees who submitted bids, the City will notify in writing any employee or employees with greater seniority than the employee selected why they were not selected. If no bargaining unit employee meets the minimum qualifications for the position, the City may select any applicant for the position.

11.03 Trial Period. If a current regular benefited employee is selected by the City to fill a vacancy, the employee, upon request, will be allowed an opportunity for a trial period on the job, not to exceed thirty (30) days. The employee and hiring supervisor must complete a "Statement in Connection with Promotion, Transfer, and Reclassification" form. The employee will receive a job description and, within the thirty (30) day period, both parties will discuss and document the performance of the employee. The employee will not receive the rate of pay for the new job until the trial period is completed. If the employee chooses to take advantage of the trial period the employees old position can be posted as an open position during the trial period, but will not be filled until after the trial period has concluded.

11.04 Prior to the end of the trial period, either the employee or supervisor may determine that the employee is unable to fulfill the requirements of the job and the employee will

return to his previous job. If the City disqualifies an employee from the job during the trial period, or, if the employee disqualifies himself during the trial period, the employee will be returned to the last benefited job held and will not be permitted to bid on another job within the bargaining unit for six (6) months from the date of disqualification. If an employee has bid on and been awarded the bid for a vacant position, the employee will not be permitted to bid on another vacant position within the bargaining unit for a period of six (6) months from the date the job was awarded unless the union and management mutually agree to waive this requirement. Once a job posting period closes, the City shall make the selection within forty-five (45) days and, if the City withdraws a posting, the reasons for the withdrawal shall be submitted in writing to the Union and to any employee having bid for the position.

11.05 An employee in probationary status may not bid on job vacancies within the bargaining unit until the employee has successfully completed the initial probationary period. Notwithstanding this section, an employee who is a probationary part-time benefited employee may bid on full time positions. A part-time benefited employee's application will be considered with all remaining applications after applications from other bargaining unit employees outside of the work unit are considered. A probationary part-time benefited employee who is hired into a full time position will start the probationary period anew and must complete the full probationary period for the full time position.

11.06 Promotion, Transfer or Reclassification: Whenever an employee is promoted, transfers or is reclassified to a new position at a higher grade, the employee shall be placed on the step within the appropriate grade that provides the closest to a 5% increase (for one grade), the closest to a 7.5% increase (for two grades) and the closest to a 10% increase (for three grades or more) in pay. Whenever an employee voluntarily transfers to a position in a lower grade or is

demoted for disciplinary reasons, the employee shall be placed on the step within the appropriate grade that provides the closest to a 5% decrease (for one grade), the closest to a 7.5% decrease (for two grades) and the closest to a 10% decrease (for three grades or more) in pay. The minimum step within any grade shall be no lower than Step A. If an employee is assigned by the City to a position at a lower grade for non-disciplinary reasons, the employee shall maintain the same level of pay.

11.07 If an employee has bid on and been awarded a job bid and cannot be replaced at once, the employee must remain on the job or operation he is on at the same time the bid is made until another employee can be trained or hired for relief. If an employee is required to remain on the job from which he has bid in excess of thirty (30) days, then after the thirty (30) days the employee will receive the rate of pay for the job for which he has bid and has been accepted.

11.08 An employee who is off the job due to a non-occupational illness or injury, an occupational illness or injury, annual leave, or on paid leaves of absence may bid on any job posted which has been filled by a junior employee during the preceding thirty (30) day period, provided the returning employee was off the job during the entire period in which the job vacancy was posted. Such employee will be allowed three (3) working days from the date of return of work in which to bid for one posted vacancy of choice. If the employee is awarded the job, the junior employees displaced as a result of the foregoing will return to their last permanent job held.

11.09 Veteran's Preference. The provisions of this Article are subject to the provisions of SDCL Chapter 3-3 relating to veteran's preference in employment.

11.10 Promotions Out of Unit. Employees who have been transferred or promoted to a job outside the bargaining unit shall suffer no loss of seniority rights for a period of six (6) months.

11.11 Employee Acting in Vacant Position. Any employee who has been placed in a vacant position as an acting employee will normally be limited to sixty (60) days in such position. If in the best interests of the City's operations it is necessary to extend an acting employee's assignment past sixty (60) days, this time period may be extended upon the agreement of the Human Resources Manager and the Chief Union Steward.

11.12 If a job position has different shifts, the shifts will be bid. Seniority shall be the determining factor on awarding the shifts. If a position in a shift opens up after the bidding process has occurred and management determines to fill that position, it will be offered to existing employees based on Seniority.

ARTICLE TWELVE
HOURS OF WORK

12.01 This Article defines the normal hours of work and shall not be construed as a guarantee of work hours per day, or work days per week.

12.02 The normal workday shall be eight (8) consecutive hours of work, except for rest and lunch periods, in a consecutive twenty-four (24) hour period.

A four-day, ten-hour workweek may be scheduled. The hours of work during the four-day, ten-hour workweek will vary depending upon the workgroups and shall be determined by mutual agreement between the parties. Normal lunch and break times will apply. Overtime for a four day, ten hour schedule shall only be paid for work scheduled and performed in excess of ten (10) hours in any one day.

For weeks where holidays occur and two eleven-hour shifts are scheduled to provide employees a forty-hour week, overtime will only be allowed for work performed in excess of forty (40) hours. Employees taking holiday, sick leave or annual leave during the time period shall be charged hour for hour.

12.03 The workweek shall be Sunday through Saturday. All regular days off shall be two (2) consecutive days, except upon mutual consent of the employee and the Department Director. The consecutive days off may be in different workweeks. On a split shift, the day where the majority of the regular work is performed shall be used to determine the workday and rate of pay.

12.04 Employees shall be scheduled to work on a regular work shift having regular starting and quitting time. For the purpose of meeting emergencies, this shall not be construed to limit the authority of the City to make temporary assignments to different or additional locations, shifts, or work duties.

12.05 Changes in normal work shift may only be made with five (5) days advance written notice, which may include e-mail notification, to the employee. However, in an emergency, defined as an unforeseen combination of circumstances or a resulting state that calls for immediate action as determined by the Department Director or his designee, employees may have their shift changed without five (5) days' notice. If a shift is changed per this Section with less than five (5) days' notice at the request of management, the employee whose shift has been changed shall be paid at a rate of one and one-half (1-1/2) times the regular rate of pay for any hours worked that were scheduled with less than five (5) days' notice. This advance scheduling requirement shall be waived for the Golf Course Clerk position and overtime shall not be paid for hours accrued as a result of work that has not been scheduled five (5) days in advance. All

other overtime provisions of federal law and this Contract shall apply. In situations that are not emergencies, changes in work shift with less than five (5) days' notice may only be made upon mutual agreement between management and employee. If not mutually agreed upon, the five (5) day notice is required. For example, if an employee agrees, at the request of management, to work on a day or during a time other than the day or time the employee is regularly scheduled to work, with less than five (5) days' notice, all hours outside the employees regularly scheduled work shift shall be paid at a rate one and a half times (1 ½) the employees normal rate of compensation. This provision applies to employees regardless of the total number of hours worked in that week.

12.06 Any employee engaged in continuous operations shall not leave a post of duty until a relief person is present and ready for work. The responsibility of reporting operational problems rests with the employee engaged in the shift in which the problem arose.

12.07 Under normal conditions no employee will be required to work more than sixteen (16) consecutive hours or more than sixteen (16) hours in a work shift. An employee will be given a minimum of eight (8) hours of time off between the end of one shift and the beginning of their next shift.

12.08 Nothing in this Article shall apply to employees who are required to live on City property.

ARTICLE THIRTEEN
REST PERIODS, MEAL PERIODS, CLEAN-UP TIME, AND MILEAGE

13.01 All employees shall receive one (1) fifteen (15) minute rest period during each one-half shift. Those employees in positions which require the uninterrupted presence of any employee shall receive such rest period only when qualified relief is available and practicable. The employer retains the right to schedule employees' rest periods to fulfill the operational needs

of the various work units. Rest periods may not be postponed or accumulated – if an employee does not receive a rest period because of operational requirements, such rest period may not be taken during a subsequent work period.

13.02 Ordinarily each employee will provide his own meals. An employee regularly scheduled to work at least eight (8) hours and who works two (2) or more hours beyond the regularly scheduled shift when any portion of that shift is unscheduled without at least five (5) days written notice, shall be entitled to a meal expense of one third of the total daily in-state meal allowance. For employees working regular ten (10) hour shifts, this provision shall apply only after twelve (12) hours are worked in one day.

13.03 The City recognizes that there are jobs within the bargaining unit where, by reason of the nature of the work, it is proper that the employee have a reasonable period, not to exceed fifteen (15) minutes, to clean up when leaving work (without deduction from pay).

13.04 Necessary Travel Expense. All subsistence expenses for authorized travel outside of Rapid City shall be governed by City travel regulations.

13.05 If the employee is required by the City to travel, the employee will be paid for his time.

ARTICLE FOURTEEN
TOOLS, UNIFORMS, AND WORK RULES

14.01 Employees engaged in work as mechanics will furnish the ordinary hand tools necessary to perform the work required of them. Tools to be provided by the employees shall be determined by the Labor – Management Committee. Employees shall make no claims against the City for broken, stolen, damaged, or lost tools. The City will furnish all other tools. Any employee who loses City tools or other City property may be charged with the cost of such tools.

Each employee classified as a mechanic shall be provided a $.50 an hour pay differential to compensate them for providing the tools and for replacement of the tools they have provided.

14.02 The City will provide protective clothing and equipment on jobs where such protective clothing or equipment provides necessary protection against contact with materials injurious to health, and to preserve necessary sanitary conditions. It will provide safety devices and safe, protective clothing on jobs with safety hazards and will provide inclement weather protection clothing. It is not the intent to provide clothing where ordinary dirt and materials incidental to the job are involved, or where by custom the employee provides his own clothing.

14.03 If the City requires uniforms to be worn by benefited employees, it shall furnish such uniforms as it may determine under the following policies:

A. Five (5) sets of uniforms shall be issued to each employee. Each year thereafter each employee shall be issued additional sets of uniforms as deemed necessary by the supervisor.

B. If safety shoes are required by the City, the City shall reimburse the employee, on an as-needed basis, for the reasonable cost, not to exceed Two Hundred and Fifty Dollars ($250) per pair per calendar year. The City and the Union may agree to a higher amount through the Labor Management Committee. If the employee's shoes are destroyed by an on-the-job accident, an additional pair may be provided by the City. Prior to authorizing payment for replacement of safety shoes, the City may require the employee to return to the City the used pair of safety shoes. Notwithstanding the previous sentence, each employee shall be allowed to keep two pairs of City provided safety shoes. Generally, the employee shall

be allowed to select the type of footwear, unless the type of footwear selected is specifically not acceptable to the City for that employee's position.

C. If the City determines that safety glasses are needed for a position, the City shall reimburse the employee up to one time per year upon the employee providing documentation that the employees prescription has changed or if the glasses are destroyed in an on the job accident.. The City will reimburse the employee for 60% of the cost of corrective safety glasses in an amount not to exceed $150 unless a higher amount is agreed to by the City and the Union through the Labor-Management Committee. The employee shall be allowed to select the style of glasses so long as they meet current OSHA standards and any other reasonable requirements of the City.

D. The City shall reimburse an employee for broken or damaged eyeglasses on duty (not including contacts). Reimbursement shall be the actual cost of replacement or repair of the damage and shall not include the cost of vision examination. The damage must be reported to the supervisor prior to the termination of the employee's current shift and, in order to become eligible, the employee must have filed and maintained with the appropriate department, the date of purchase, cost, and description of the glasses.

14.04 The City's reimbursement under this Section may be made in cash, by replacement, or by repair. The method of reimbursement is at the sole discretion of the City.

14.05 All items furnished by the City shall remain the property of the City, and shall be used only in connection with duties required by the City. Before replacement of any item, the

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

14.06 Whenever the City shall adopt work rules governing operations of the various City work operations, they shall be posted on bulletin boards in the various departments and one copy delivered to the Union.

14.07 Any such rules adopted by the City shall be applied uniformly and without discrimination. The failure to adopt work rules shall not be regarded as authorizing employees to disregard general conditions of employment such as faithful performance of duties, timely observance of posted schedules of work and following legitimate directions of supervisors with respect to work to be performed.

ARTICLE FIFTEEN
ANNUAL LEAVE

15.01 Accrual. All full-time 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
Date of hire to completion of 4 years continuous employment	3.08
After completion of 4 years to completion	

of 13 years continuous employment	4.62
After completion of 13 years of continuous employment	6.15

15.02 Maximum Carry-over of Annual Leave. A benefited employee may carry over to the following year the previous year's accrual of annual leave plus one week accrual. Accumulations in excess of this amount shall be forfeited on January 1. The Department Director and Mayor may allow additional amounts of carry-over only when operational requirements preclude the usage of 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.

15.03 Use of Annual Leave. Except as otherwise noted, annual leave will be granted as requested by the employee and consistent with the operational requirements of the work unit. When such operational requirements limit the number of employees who may be absent at any one time, the employee with the greatest seniority shall be given preference in scheduling leave. Those Department Directors responsible for continuous operations (i.e., those work areas that must be staffed on an on-going 24-hour basis) may defer annual leave as appropriate or require advance scheduling of annual leave to provide for adequate staffing levels and orderly operation of their departments, provided that, in so doing, employees shall not be required to lose accrued annual leave under the maximum carry-over provisions as contained in 15.02. An employee can schedule annual leave for which they have not yet accrued sufficient time so long as they will have accrued sufficient leave time by the date the leave is scheduled. The employee must actually have accrued sufficient leave time in order to actually take previously scheduled leave.

15.04 On or about December 15 of each year, forms will be circulated so the employee may list his choice of annual leave. These forms shall be returned to the employer within ten (10) days, and the employer shall post the schedule of annual leave by January 1. Any employee not selecting annual leave at this time shall relinquish seniority rights for the purpose of selecting annual leave time. Any employee selecting annual leave under this provision must demonstrate that they will have accrued sufficient annual leave by the date of the annual leave that the employee has requested.

15.05 Payment of Annual Leave.

A. All annual leave shall be calculated at the employee's straight time rate for the classification to which he is normally assigned at the commencement of the leave;

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

C. In the event the employee leaves the City of Rapid City employment for any reason, he shall be paid for all accrued and unused annual leave.

15.06 Use of Sick leave as Annual Leave. See Article 17 Section 17.10.

15.07 Benefited part-time employees who are eligible for benefits under this Agreement shall receive an annual leave benefit prorated on the employee's normal schedule as compared to two thousand eighty (2080) hours, consistent with the schedule applicable to the employee's length of service.

ARTICLE SIXTEEN
HOLIDAYS

16.01 Employees will receive eight (8) hours of pay at their regular rate of pay for each holiday recognized by this Agreement on which no work is performed. Part-time

employees who are eligible for benefits under this Agreement will receive holiday pay prorated on the employee's normal schedule as compared to two thousand eighty (2,080) hours. The following days will be recognized and observed as holidays:

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 in 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 immediately following Thanksgiving Day;

I. The twenty-fifth day of December, commonly known as Christmas Day;

J. Personal holiday – Each benefited employee will be granted one personal holiday per calendar year, however, during his first calendar year, the employee must have completed the 90-day probationary period prior to October 15, in order to be eligible for a personal holiday. Hours for personal holiday may be split. 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 Department Director) prior to said requested day off, and the Department Director has approved. Personal holidays will normally be granted at the time requested by the employee and will be selected the same as annual leave;

K. Any other day declared by the City to be a holiday. If the Mayor closes City administrative offices on a day not already designated a holiday, or otherwise

closes City offices at a time during the administrative offices normal operating hours (considered to be 8 a.m. to 5 p.m. Monday through Friday), without requiring employees to use any sick or annual leave, employees in the Bargaining Unit who are required to continue working the remainder of their normal shift, or a portion thereof, will receive additional administrative leave in an amount equivalent to the additional hours worked after the City offices were closed. Employees scheduled for annual leave, or who are on sick leave, are not eligible to receive additional administrative leave under this section. Any additional administrative leave earned pursuant to this provision must be used within ninety (90) days of being earned.

Notwithstanding Section J above, all employees of the Material Recovery Facility, Landfill and Collections Divisions of the Public Works Department, if scheduled, shall work the Friday after Thanksgiving at straight time (not holiday pay) and all eligible employees covered by this Agreement, whether they actively worked the Friday after Thanksgiving or not, shall receive one (1) additional personal holiday per calendar year to be used within that calendar year. No unused personal holiday will be carried into the next calendar year. To be eligible for the additional personal holiday, employees must have completed the ninety (90) day probationary period by the Friday after Thanksgiving. This personal holiday shall be subject to the following conditions:

A) The employee must actively work or take scheduled leave for the Friday after Thanksgiving before earning the additional personal holiday; and

B) The additional personal holiday may not be used by the employee until it is earned; and

C) The employee must use the earned personal holiday within 12 months or it shall be forfeited.

16.02 Whenever any of the foregoing holidays fall on Sunday, the Monday following shall be observed as the holiday, except for personnel engaged in continuous operations, who shall observe the actual day listed above.

16.03 Whenever any of the foregoing holidays fall on a Saturday, the Friday immediately preceding shall be considered as a holiday, except for personnel engaged in continuous operations & employees of the landfill, who shall observe the actual day listed above.

16.04 Whenever any of the foregoing holidays fall on the scheduled day off for those employees engaged in continuous operations, the employee shall be paid holiday pay, unless the employee submits to the Department Director or designee a request for, and is authorized to receive, a day off with pay in lieu of said holiday pay. If a day off with pay is approved by the Department Director or their designee, the day off with pay shall not be taken unless a written request is submitted and approved at least seven (7) working days prior to the requested day off. No more than three (3) days off with pay under this section may be accumulated. Holiday pay under this section shall not count toward computation of overtime. The day off with pay shall be recorded as a holiday when taken.

16.05 Employees working holidays shall be paid at the premium rate of one and one-half (1-1/2) times the regular rate of pay for all hours worked and, in addition, will be paid their holiday pay (eight (8) hours of pay at their regular rate of pay).

16.06 Eligibility for pay for a holiday not worked shall be:

A. The employee must be in active employment when the holiday occurs;

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

16.07 Any holiday which falls during the employee's regularly scheduled workweek shall count toward the computation of overtime in the workweek.

ARTICLE SEVENTEEN
SICK LEAVE

17.01 All benefited employees will be allowed sick leave at the employee's regular rate of pay. Abuse of sick leave will be the basis for disciplinary action.

Prorated benefited employees shall receive a sick leave benefit prorated on the employee's normal schedule as compared to two thousand eighty (2080) hours, consistent with the schedule applicable to the employee's length of service.

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

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

17.04 In the event of sickness or injury, an employee must notify his supervisor as far in advance of commencement of the shift as possible that he will not be reporting to work. An employee may be required to submit a statement from their treating physician, or other satisfactory evidence, to support their absence or suffer loss of sick leave pay, or other discipline, for time absent. The City may, at its own expense, cause an examination to be made of an employee by a physician of its choice. In such instances, he shall thereupon present himself for examination to a physician selected and approved by the City, and such examination shall be without charge to the employee. The employee will be further required to provide the City, upon request, a written authorization to release medical information in regard to that illness or condition. 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 release from the treating physician. If a doctor's certificate, release to return to work, or physical statement is required under this Section, the employee shall be so notified.

17.05 The rate of pay for each day of sick leave shall be equivalent to the amount of scheduled time that the employee missed at the employee's regular rate of pay.

17.06 Sick leave pay will be granted to supplement any monies received under worker's compensation laws. If an employee qualifies for worker's compensation pay from the City, the City will allow the employee sick leave up to the maximum number of hours of sick leave the employee has accrued. Sick leave pay will be at the employee's straight time base rate, forty (40) hours per week, less the amount received by the employee per week from worker's compensation. Prorated benefited employees' balances in Part A shall be prorated according to the budgeted hours for their particular job classification.

17.07 An employee, who as the result of a work-related injury incurred as an employee of the City becomes eligible for temporary disability benefits under South Dakota's worker's compensation laws, and whose Part A sick leave balance shall be reduced to less than 40 hours, shall retain the remaining hours of Part A sick leave they have accrued and shall receive any additional supplementary payments from the City's Short Term Disability Plan (Part B Sick Leave). Worker's compensation reimbursements are first applied to Sick Leave Part B until fully reimbursed and then to Sick Leave Part A.

An employee suffering a work-related injury and who seeks medical treatment the same day shall not be charged a loss of pay for any approved absence on the day of such injury. Any absences after the first day shall be charged in accordance with existing contractual provisions in effect.

17.08 All sick leave allowance to which an employee may be entitled shall terminate on the effective date of termination of employment.

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

A. Personal illness or injury;

B. Illness of a parent, spouse, child, or stepchild. Use of sick leave for this purpose is limited to an aggregate or total of ten (10) workdays per calendar year per employee. A Department Director may approve the use of additional sick leave under this provision for extenuating circumstances. The employee's supervisor or Department Director may require a doctor's statement specifying the nature of the illness, which will be the employee's responsibility to provide. If the child or stepchild is medically (not

economically) required to be attended to outside the Rapid City area, the 10-day per calendar year limitation above shall not apply;

C. Death in the employee's or spouse's immediate family. Use of sick leave for this purpose is limited to three (3) days. The immediate family, for purposes of this subsection, is parent, grandparent, grandchild, spouse, spouse's parents or grandparents, spouse of an adult child, step-parent, child, stepchild, brother, or sister of the employee or their spouse.

D. Services as a pallbearer are limited to twelve (12) hours per calendar year;

E. Three (3) days' sick leave shall be granted upon request for paternity leave. Up to five (5) full days may be granted if there are medically verified complications with the mother or child. All sick leave under this section shall be taken prior to the eighth (8th) calendar day following the birth of the child;

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

17.10 Any employee who has an accumulation of 960 hours or more of Sick A and Sick B on any January 1st, 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. (Example: If an 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.)

17.11 The payment of sick leave benefits terminates on the effective date of long term disability, as determined by the South Dakota Retirement System.

ARTICLE EIGHTEEN
STORM DAY LEAVE

18.01 The City will provide each employee with up to sixteen (16) hours per calendar year of Storm Day leave. Storm Day leave shall only be used if the Mayor or designee declares a day as a storm day and notifies employees either not to report to work or notifies employees to discontinue work because of storm conditions. This leave is separate from any other annual or sick leave and will not be used to reduce any leave accumulated in those leave banks.

18.02 To be eligible to use Storm Day Leave the employee must have been scheduled to be at work on the day and the time the Storm Day is declared. Employees scheduled for a holiday, vacation or who are on sick leave Part A or Part B are ineligible to use Storm Day leave.

18.03 Storm Day leave does not count towards overtime.

18.04 This Article does not prohibit the use of annual leave, personal holiday or leave without pay for a storm day.

ARTICLE NINETEEN
SHORT TERM DISABILITY PLAN

19.01 The following explanation is a description of the Short Term Disability Plan benefit provided to eligible employees of the City.

19.02 Eligibility: All employees of the City, who are participating members of the South Dakota Retirement System. Regular, part-time employees who are eligible for benefits under the 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. Please note that AFSCME and non-union 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.

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

19.04 Employee's Responsibility: It shall be the responsibility of each employee to inform his supervisor of the status of his injury/illness prior to each payroll period. A Verification of Disability form must be completed and returned to the Payroll Coordinator 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 the Payroll Coordinator of the status during the payroll period, pay adjustments will be made when the proper paperwork is received.

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

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

B. In the event the findings of the medical physician employed by the employee do not agree with the findings of the medical physician employed by the City, the City will at the written request of the employee ask that the two medical physicians agree upon and appoint a third qualified and impartial medical 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 impartial 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 the employment of the third medical physician shall be borne one-half by the employee and one-half by the City.

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

19.07 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.

19.08 SCHEDULE OF CONTINUING BENEFITS UNDER SHORT TERM DISABILITY PLAN

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

60% Salary Continuation -

Years of Service completed	40 hr/wk
90 days – 3 years	160
3 years – 4 years	800
5 years – 6 years	600
7 years – 8 years	400
9 years – 10 years	200
More than 10 years	-0-

ARTICLE TWENTY
SPECIAL DEATH OR RETIREMENT BENEFIT

20.01 Any employee retiring or receiving disability benefits pursuant to the qualifications of the South Dakota Retirement System, or who dies while in employment of the City, shall be entitled to a special benefit as hereinafter provided.

20.02 The maximum benefit shall equal fifty percent (50%) of all accumulated hours of sick leave in excess of nine hundred sixty (960) hours, provided that the maximum benefit payable shall not exceed the amount of their last 12 months earnings based on the following schedule:

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

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 designation for the South Dakota Retirement System. The rate of pay shall be the rate applicable at the time of retirement, death or disability.

ARTICLE TWENTY-ONE
JURY LEAVE

21.01 Any 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 mileage.

21.02 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 scheduled workdays only. If the employee is not selected for jury duty, the employee must report back to the work place with a reasonable allowance for travel time from the court house to the job site.

21.03 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 they 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 are not covered by jury duty leave and must use annual leave, a personal holiday, or leave without pay if absent from work.

21.04 An employee called for jury duty must return to work for each day, or portion of the day, the employee is scheduled to work and not required to be in court in connection with jury duty. The employee shall not receive pay unless necessarily absent on jury duty.

21.05 Night shift employees will be allowed to transfer to the day shift when they are on jury duty.

ARTICLE TWENTY-TWO

MILITARY LEAVE

22.01 Any member of the bargaining unit who reports to, or performs duty in any branch of the Armed Forces of the United States, shall be entitled to reinstatement with the City, provided:

(A) 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 two (2) years;

(B) The position with the City still exists;

(C) The employee is capable of discharging the duties of the position;

(D) Separation from the Armed Forces was other than dishonorable.

22.02 Military leave for annual duty. An employee who has served the probationary period and who is a duly qualified member of the "Reserve Component of the Armed Forces," or who is a member of the "Ready Reserve," and belongs to 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 not to exceed fifteen (15) days in one (1) calendar year, and shall be returned to service, provided the employee is still able to perform the duties of the position, without loss of status, pay, and seniority, provided:

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

(B) The employee has satisfactorily performed the requirements of the training prescribed;

(C) The employee must return to his 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; and

(D) In case the military pay allowances for such fifteen (15) day period are less than normal wages, the difference shall be paid by the City.

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

ARTICLE TWENTY-THREE
COURT APPEARANCE LEAVE

23.01 If, as a direct result of employment by the City, an employee is required to report to a court hearing, inquest, or other legal proceeding, the City will release the employee 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 the regular rate of pay;

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

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

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

E. If the employee is on the night shift, a change of schedule may be implemented to accommodate the court appearance.

ARTICLE TWENTY-FOUR
FUNERAL LEAVE

24.01 Funeral leave of three (3) days per funeral with pay shall be granted to each eligible employee and may be used in cases of death of a spouse, child, stepchild, parents, spouse's parents, grandparents and employee's brother or sister. For the above family members, the employee may also receive benefits under Article 17, Section 17.09(C).

ARTICLE TWENTY-FIVE
LEAVE FOR LEGITIMATE PERSONAL REASONS

25.01 A benefited employee requesting a leave of absence for legitimate personal reasons, including leaves for educational purposes, shall make a written application to the Department Director and immediate supervisor. Such application shall be made as far in advance of the date of the requested leave as possible. Upon application by the employee and approval by the immediate supervisor, the Department Director and the Mayor or their designees, a leave of absence may be granted for a period not to exceed one hundred eighty (180) days. Such leaves of absence may be extended by the Department Director for a reasonable period. In the request for leave, the employee shall state the reasons for requesting the leave, the duration of the leave, and the date and scheduled shift on which the leave shall commence and upon which the employee shall return to work.

25.02 During any such leave of absence, the employee shall not accrue seniority, except for the first thirty (30) days, but shall remain on the seniority list, and from the commencement of the leave shall accumulate no further rights for any paid leave of absence.

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

25.04 The Department Director may approve supplemental employment during such leave. If an employee accepts employment elsewhere during their leave of absence without approval (except for union business), the employee may be considered to have terminated leave, and have voluntarily quit.

25.05 Failure to return from a leave of absence upon its expiration date shall be considered as a resignation and a voluntary quit.

25.06 Placement of employees who return from leave under this Article shall be based upon their seniority, their ability to perform the work, and the availability of work of the kind that they were performing when the leave was commenced.

ARTICLE TWENTY-SIX
FAMILY AND MEDICAL LEAVE

26.01 The Family Medical Leave Act (FMLA) is a federal statute that requires employers to provide employees with leave for certain medical conditions and family situations. The City recognizes its obligation to comply with the FMLA and the employees' rights to take leave pursuant to the requirements of the FMLA. Because the FMLA is a federal statute, it is subject to change by Congress. Further, the federal regulations implementing the provisions of the FMLA are subject to revision by the federal Department of Labor as set out in the Administrative Procedures Act. Therefore, employees should immediately contact Human Resources to determine their eligibility for benefits under the FMLA if the employee believes benefits under the FMLA might be available.

26.02 An employee's eligibility for FMLA leave shall be based upon a rolling year. An employee is eligible to use the statutory amount of FMLA leave available to the employee minus any FMLA leave used by the employee during the preceding twelve months.

26.03 Employees eligible for sick leave (either Part A or Part B) shall use sick leave for any FMLA absence. Employees who are ineligible for sick leave or who have exhausted sick leave benefits shall use annual leave during an FMLA absence. Annual leave shall be used if the employee receives partial benefits under sick leave Part B to make up the difference between the partial benefit and full pay for the employee. Employees shall use annual leave during an FMLA absence once sick leave benefits are exhausted or if the employee is not eligible for sick leave benefits. Notwithstanding this paragraph, an employee who has exhausted the sick leave benefit or who is ineligible to use sick leave for an FMLA absence may choose to take unpaid leave once his or her annual leave bank is reduced to 40 hours or less.

ARTICLE TWENTY-SEVEN
GROUP INSURANCE AND RETIREMENT PLAN

27.01 The City is insured under a Group Health Insurance Plan administered by a third party administrator. Each employee is an eligible employee and is required to be a member of the plan unless the employee signs a disclaimer certificate provided by the City. Coverage for dependents of any employee is elective.

27.02 The City agrees to pay one hundred percent (100%) of the cost of contributions of the Group Health Insurance Plan for each full-time benefited participating employee. The cost of health insurance contributions for part-time benefited employees and their eligible family members shall be prorated based on their budgeted percentage of full-time equivalent hours. For those employees having their latest date of hire on or before December 31, 1981, the City will pay for dependent health insurance coverage. For subsequently hired employees, the City will

pay fifty percent (50%) of the cost of the dependent health insurance coverage. Each employee shall have the duty and responsibility to report to the City Human Resources Department any change(s) in dependency status that will affect the contribution charged to the City.

27.03 Participation in each plan is subject to the terms and conditions and limitations of the plans and is not subject to the grievance and arbitration provisions of this Agreement.

27.04 Employees who qualify for the retirement plan under the South Dakota Retirement System shall be entitled to participate in the plan in accordance with its terms, conditions, and limitations.

27.05 An employee who is a member of the South Dakota Retirement System (SDRS) and who is also a member of the group healthcare plan may, at the time of retirement, retain individual coverage in that plan at no cost until they attain the age of 65 or when they are eligible for Medicare/Medicaid, provided the following criteria is met at the time of retirement:

A. Retiree was continuously employed by the City for a minimum of 20 years; and,

B. Retiree is eligible for retirement as determined by the SDRS, or otherwise qualifies for disability benefits as determined by the SDRS.

27.06 An employee who is a member of the South Dakota Retirement System and who also is a member of the group health insurance plan for the City of Rapid City and who does not meet the provisions within Section 27.05 may, at the time of retirement, remain as a member of the group health insurance plan provided he pays all cost of the premiums. Any such payments shall be made at the time specified by the City Finance Officer, and it shall be the retiree's responsibility to make the payments on or before the date specified. Failure to make such payments when due may cause the insurance to lapse and the City shall not be responsible

for collection Eligibility for retention of group health insurance under this Section shall be contingent on the employee:

Meeting the requirements of special early retirement as set forth under the provisions of the South Dakota Retirement System;

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

B. This Section shall allow an employee to also secure from the City's insurance carrier, if offered by the insurance carrier, a Medicare supplemental policy at the sole cost of the employee;

27.07 Eligible dependents of a retiree, if covered by the health insurance at the time of retirement, shall have the right to continue the health insurance. The dependents receiving continued benefits under this section shall be responsible for the cost of the premiums. Any such payments shall be made at the time specified by the City Finance Officer, and it shall be the retiree's or dependent's responsibility to make the payments on or before the date specified. Failure to make such payments when due may cause the insurance to lapse and the City shall not be responsible for collection.

27.08 Upon the death of an active employee or retired member who satisfies the eligibility requirements of this Section and who is participating in the group health insurance plan at the time of death, the eligible dependents may retain dependent coverage as if the employee or retiree's insurance had not terminated, provided that the affected dependent pay all premium costs of the plan. Dependent eligibility will exist under this provision under the same conditions as if the employee or retired member was still alive, in accordance with the provision of the master plan and only if all provisions of this Section are complied with. Any such

payments shall be made at the time specified by the City Finance Officer, and it shall be the retiree's or dependent's responsibility to make the payments on or before the date specified. Failure to make such payments when due may cause the insurance to lapse and the City shall not be responsible for collection.

27.09 An employee's insurance coverage will terminate on the last day of the month in which the employee actively works for the City.

27.10 Health Insurance Contribution Policy for Medical Disability. When an employee has exhausted his available leave and will no longer receive compensation from the City of Rapid City due to a medical disability, the City shall pay the employee's health insurance contribution on the following basis:

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

The payment commences on the month immediately following the loss of eligibility for payment and ceases the month following the benefit expiration, or upon the month following termination for any reason, or upon approval for Disability Retirement under the South Dakota Retirement System, whichever is earlier.

27.09 The credited service year for the purpose of this policy is calculated from the latest date of hire.

27.10 Paid leave of any kind shall not be used in any way other than a consecutive day progression to satisfy the compensation requirements.

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

ARTICLE TWENTY-EIGHT
RETIREMENT SPECIAL PAY PLAN

28.01 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 TWENTY-NINE
HEALTH CARE PLAN

29.01 The Union and the City agree to the continuation of the 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 Fraternal Order of Police

2 representatives from International Association of Firefighters

3 representatives from AFSCME (includes General and Library)

3 representatives from non-union group

1 representative from the retiree group who is currently enrolled in the health plan

Finance Officer

Community Resources Director

City Attorney

Council Representative

29.02 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 Community Resources 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.

29.03 It is the desire of the City Healthcare Plan Committee and the City Council to fund the City Medical Benefit 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.

29.04 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.

29.05 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.

29.06 Definitions. The term "Calendar Year" shall mean the period of January 1 through December 31.

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

B. 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.

C. 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.

D. 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.

E. The term "Ideal Fund Balance Target" as used in this document shall mean the average of two numbers as determined by First Administrators (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.

F. 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.

G. 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.

29.07 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.

29.08 The City agrees that qualifying AFSCME employees may participate in Employee Wellness Incentive Program, a copy of which is on file in the City Human Resources Department.

ARTICLE THIRTY
GROUP LIFE INSURANCE

A group life insurance plan is provided for all employees covered by this Agreement. The City will pay 50% of the cost of the contribution for single or family for each participating employee. The Plan shall provide at least $20,000 coverage.

ARTICLE THIRTY-ONE
WAGES AND RATES OF PAY

31.01 Effective the first payroll paid after January 1, 2018, each employee shall receive the rate of pay for the classification in Appendix "A". Negotiated increases throughout the duration of the contract will be handled in the same manner. The pay increase will be effective for the entire pay period and will not be split. A new employee shall be hired at no less than Step A on the classification rate.

31.02 If an employee is assigned to work a shift between the hours of 9:00 p.m. and 7:00 a.m., the employee shall receive, in addition to the applicable straight-time rate of pay, a night shift differential of fifty cents ($.50) per hour for all hours worked between those times.

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

31.04 An employee will normally be assigned to work his regular job. However, the City and Union acknowledge that an employee may be required to perform other jobs from time

to time at the direction of a supervisor or foreman. An employee temporarily assigned to work in a lower paid classification will do so without any reduction in pay.

31.05 Any employee temporarily assigned to work in a higher paid classification shall receive a 5% increase (for one grade), a 7.5% increase (for two grades) or a 10% increase (for three grades or more) in pay. This provision does not apply in the following circumstances:

A. In cases of temporary, or emergency assignment for not over two (2) consecutive hours in any one day;

B. In cases where employees are, from time to time, assigned to work in higher classifications as trainees for such classification;

C. If an employee requests training in another classification and, if the supervisor agrees to train such employee, the employee's rate of pay shall not change during a training period of not more than a maximum of five hundred (500) hours (unless a longer period is agreed upon by the employee, City, and Union). If the training is required by the City, this exception shall not apply.

31.06 Employees shall be paid bi-weekly on the Friday following the conclusion of the bi-weekly pay period. The employee shall be furnished with a statement showing the hours worked in the pay period and all deductions made from the gross pay.

ARTICLE THIRTY-TWO
OVERTIME AND PREMIUM PAY

32.01 One and one-half (1-1/2) times the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

A. All work performed in excess of the employee's regularly scheduled shift (i.e. in excess of eight (8) hours for those normally scheduled to work eight

hour shifts and in excess of ten (10) hours for those employees on a four (4) day, ten (10) hour shift). When time is lost during the work week for unexcused absence, or work hours/shift are/is traded, then time and one-half shall not be paid until forty (40) hours is exceeded;

B. All work performed in excess of forty (40) hours in one week;

C. For all work performed on Sunday, except those employees engaged in continuous operations and airport maintenance;

D. Work performed under provisions of Reporting, Call-Back and Standby (on call) Pay (Article 33);

E. All work performed outside of the employee's normally scheduled work shift.

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

32.03 Overtime shall not be paid twice for the same hours, nor shall there be a duplication or pyramiding of premium pay. There shall be no payments of overtime for hours not worked.

32.04 The City will distribute overtime as follows:

A. The City will determine in each instance if overtime work is required and, if so, how many employees will be required to perform the work.

Overtime will not be allowed without the approval of the Department Director or their designee.

B. Scheduled overtime work will be distributed on the basis of seniority. When over time opportunities for overtime work become available they will be offered to employees within a work unit involved based on the employees seniority. If none of the employees in the work unit accepts the overtime work, the work shall be assigned to the employee or employees with the least amount of seniority.

C. Sub-section B will not be applicable to non-scheduled overtime work. Non-scheduled overtime is work required to be performed beyond the normally scheduled end of a regularly scheduled shift.

ARTICLE THIRTY-THREE
REPORTING, CALL-BACK AND STANDBY (ON CALL) PAY

33.01 In the event an employee reports for work on a regular shift without previously having been notified not to report, the employee shall be given four (4) hours work or, if no work is available, the employee shall be given four (4) hours pay at the regular straight time hourly rate. It is understood that if the City cannot use an employee in regular capacity, it may avail itself of the employee's services for the above-mentioned period in any capacity. Employees shall keep the City advised at all times of their address and a telephone number where they may be reached. This minimum pay of four (4) hours shall be waived when the position is unable to work as a result of causes beyond the City's control.

33.02 Any employee who is called in to work outside of regular shift or schedule shall be guaranteed at least two (2) hours work or two (2) hours pay at the rate of time and one-half the regular rate of pay. This shall not apply to employees who are called in to begin work prior

to the start of their shift and work continuously into their shift, provided the employee is allowed to complete his hours of work for that day.

33.03 A standby arrangement shall be established in those work operations within the City where, by nature of the service furnished by the City, demands are made for emergency service, such as in the Water Division and the Utility Maintenance Division. Such standby arrangement shall be on a weekly basis and shall be rotated among qualified employees in the City's service. The employee on such standby shall keep available for emergency work that may arise at any time during the week. The employee shall give the City a telephone number in the Rapid City area where the employee can be reached at all times and be ready and able to respond immediately to any calls to work.

33.04 Standby time shall not commence until the employee assigned to such duty has completed the work on the assigned shift.

33.05 An employee shall receive one and one-half (1-1/2) hours straight time pay for such duty for each workday. If such duty occurs on a holiday, Saturday or Sunday, an employee will be paid four (4) hours straight time pay.

33.06 Hours paid for standby shall not be counted toward overtime.

33.07 Hours actually worked when on standby shall be credited on a daily basis and shall be credited toward overtime in the workweek.

33.08 The callback provisions of this Agreement shall not apply to persons on standby. Failure to be available for or to respond immediately to calls to work shall be cause for disciplinary action up to and including discharge.

Snow Season: On-Call – Alert Standby Procedure
Airport Personnel Only

33.09 On-Call Status: An On-Call arrangement shall be established for Airport emergency service during the Airport's designated snow season (November 1-April 30). Employees shall be assigned On-Call Status per seven (7) day calendar period. Such On-Call arrangement shall be on a weekly basis and shall be rotated among qualified employees by shift. The employee On-Call shall keep available for emergency work that may arise at any time during the week. The employee shall give the City a telephone number in the Rapid City area where the employee can be reached at all times and be ready and able to respond immediately to any calls to work.

33.10 An employee shall receive one and one-half (1 ½) hours straight time pay for such duty for each workday. If such duty occurs on a holiday, or regular scheduled days off, an employee will be paid four (4) hours straight time pay.

33.11 Hours paid for On-call shall not be counted toward overtime.

33.12 Hours actually worked when On-call shall be credited on a daily basis and shall be credited toward overtime in the workweek.

33.13 Alert Standby: Employees may be placed on alert standby when imminent and significant circumstances are anticipated which may require the prompt mobilization of numbers of employees such as a snow event. When an employee is designated to be on alert standby he/she shall receive, in addition to his/her base hourly, one and one-half (1 ½) hours of compensation per 24 hours of alert standby. If such duty occurs on a holiday, or regular scheduled days off, an employee will be paid four (4) hours straight time pay. An employee that is called in to begin work prior to the start of their regular shift for a snow event shall be considered to be placed on Alert Standby and will be paid one and one-half (1 ½) hours of

compensation. An employee that is required to remain on duty beyond their scheduled quitting time shall not be considered to be on Alert Standby.

A. Alert Standby Notification: The Supervisor and/or designee shall notify employees within 24 hours and by mutual agreement before placing an employee on Alert Standby. If adequate coverage cannot be met through mutual agreement, employees not on vacation or sick leave may be placed on alert standby.

B. Alert Standby Cancellation: If the Supervisor and/or designee cancel Alert Standby after the 24 hour notice, the employee shall receive one and one-half (1 ½) hours compensation per 24 hours of Alert Standby. If such duty occurs on a holiday or regular scheduled days off, an employee will be paid for four (4) hours straight time pay.

33. 14 Ensuring Coverage: Employees on vacation, sick leave, or otherwise unavailable for their shift. For scheduled Alert Standby, the Supervisor may schedule another employee to fill the missing shift. The opportunity shall be offered to employees by shift and rotated evenly until the Alert Standby shift is filled.

33.15 Alert Standby Procedure: In order to ensure adequate coverage to meet the needs of the Airport an Alert Standby assignment shall be selected from staff not already scheduled on the shift. If adequate coverage is not first met by non-scheduled employees, the Supervisor and/or designee may fill the remaining needs of the department by scheduled employees. Communication for the above procedure shall be in person or by personal telephone conversation. The employee shall give the City a telephone number where the employee can be reached throughout the snow season.

ARTICLE THIRTY-FOUR
EMPLOYEE EDUCATION LOAN PROGRAM

34.01 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 for this purpose.

34.02 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.

34.03 The maximum amount to be borrowed shall not exceed $5,000. The outstanding balance of money borrowed by any single employee 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 two years from the time the loan is secured.

34.04 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.

34.05 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.

34.06 In the event of the employee's withdrawal from the course(s), any refund(s) will be paid to the City within three (3) business days of its receipt to satisfy the outstanding loan balance .

ARTICLE THIRTY-FIVE
DISCHARGE

35.01 In all cases of discharge or disciplinary suspension, the employee and the Union shall be advised in writing of the reason for such discharge or suspension. Discharge and disciplinary suspensions are subject to the grievance procedures of this Agreement.

35.02 If it is decided under the grievance procedure that the employee was wrongfully discharged or disciplined, the employee shall be awarded reinstatement to the former job without loss of seniority and will be fully compensated for any time lost. Any such compensation shall have credited against it any compensation the employee may have received from other employment during the period of discharge or suspension.

ARTICLE THIRTY-SIX
PERSONNEL FILES

36.01 An employee shall be entitled to review the contents of his personnel file at reasonable intervals during hours when the Human Resources office is normally open for business.

36.02 No document shall be placed in an employee's personnel file unless the employee has been made aware of the item and the employee has been given a copy of the document. An employee may, within fourteen (14) days after receipt of notice of disciplinary or adverse document being placed in the employee's file, submit a written rebuttal to any disciplinary or adverse document placed in his file. Such rebuttal shall be filed in the employee's file for as long as the adverse document remains.

ARTICLE THIRTY-SEVEN
SAVINGS CLAUSE

If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of South Dakota, 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 hereof is in contravention of any such laws or regulations, the provisions hereof involved shall remain in effect until the dispute is settled by a court or other authority having jurisdiction in the matter. Should any Article, Section, or portion thereof of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated article, section, or provision of the Agreement or any portion thereof.

ARTICLE THIRTY-EIGHT
DURATION OF AGREEMENT

38.01 This Agreement shall become effective January 1, 2018, and shall remain in force for a period of two (2) years.

On or before January 1, 2020, either party may notify the other party in writing of its desire to negotiate the terms and provisions of a successor agreement.

38.02 If no new agreement is in place by January 1, 2020, the terms of this contract, with the exception of Appendix A, shall remain in full force and effect until a new agreement is in place.

DATED at Rapid City, South Dakota, as of the _____ day of November, 2017.

CITY OF RAPID CITY

Steve Allender, Mayor

ATTEST:

~~Pauline Sumption~~, Finance Officer
Tracy Davis, Deputy
(SEAL)

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

John Erickson, AFSCME President

Mike Bowman, AFSCME Chief Steward

APPENDIX A

WAGE SCALE

The parties have agreed to a one year wage plan. The term will begin January 1, 2018 and terminate December 31, 2018. A wage adjustment will occur on January 1, 2018 per the terms of this Agreement.

On January 1, 2018, the AFSCME pay matrix will be increased by 4%. On or before May 1 of 2018, either party may notify the other, in writing, of its intent to negotiate an increase to the AFSCME pay matrix effective January 1, 2019.

Bargaining unit employees will receive a cost-of-living (COLA) adjustment to their pay matrix July 1, 2019. The COLA will be equal to 25% of the percentage increase of the City of Rapid City's sales tax revenue increase in the prior year. The COLA will be a minimum of .5% and a maximum of 2.0% regardless of the City's prior year sales tax percentage increase.

WAGE SCALE

An actual wage scale will be provided to the Union and attached to the contract prior to January 1, 2018. The wage scale will be updated as it changes over the term of the contract. The current wage scales for the City, including the AFSCME wage scale are also available on the City's website at: http://www.rcgov.org/Human-Resources/compensation-scale.html.

APPENDIX B

AUTHORIZATION FOR PAYROLL DEDUCTION

Complete both forms and return to Shop Steward or AFSCME Union Officer.

AFSCME®
in the public service

AUTHORIZATION FOR REPRESENTATION

American Federation of State, County and Municipal Employees, AFL-CIO

I understand and agree that by signing and dating this card, I authorize AFSCME to secure recognition from my employer as my sole and exclusive collective bargaining representative for purposes of wages, hours and conditions of employment.

Signature_____**Date**_____

Name (print)_____**Social Security #**_____

Home Address_____

City, State, Zip_____

Home Phone_____ **Work Phone**_____

Pager/Cell_____ **Home e-mail** _____

Employer_____ **Department**_____

Work Site Address_____

Job Title_____ **Work Hours:** _____**am/pm to** _____**am/pm**

AUTHORIZATION FOR PAYROLL DEDUCTION

AMERICAN FEDERTION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

By: _____

PLEASE PRINT **LAST NAME** **FIRST NAME** **MIDDLE NAME**

To: _____

NAME OF EMPLOYER **DEPARTMENT**

Effective: _____ **I hereby request and authorize you to deduct from my**

DATE

earnings each PAYROLL PERIOD an amount sufficient to provide for the regular payment of the current rate of monthly union dues established by AFSCME Local Union No. 1031, Council No. 65. The amount shall be certified by Local Union No. 1031, Council 65 and any change in such amount shall be so certified. The amount deducted shall be paid to the treasurer of Council 65 AFSCME.

This authorization shall remain in effect unless terminated by me during the month of November of any year.

_____ _____

SOCIAL SECURITY NUMBER **STREET ADDRESS**

_____ _____

EMPLOYEE'S SIGNATURE **CITY, STATE, ZIP CODE**

Dues contributions or gifts to AFSCME are not deductible as charitable contributions for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

APPENDIX C

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

PAYROLL DEDUCTION CANCELLATION

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

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

_____

_____
Employee's Signature

APPENDIX D

BUILDING INSPECTION DIVISION AGREEMENT

The City of Rapid City and AFSCME Local #1031, Council 65, agree to the following resolution of issues concerning positions in the Building Inspection Division of the City of Rapid City.

The following position classifications have been non-union positions and are compensated under the non-union pay plan:

1. Chief Electrical Inspector
2. Electrical Inspector
3. Mechanical Inspector
4. Plumbing/Gas Inspector

Article I, Section 1.01 of the Union Agreement between the City of Rapid City and AFSCME Local #1031 recognizes that the local 1031 is the certified formal representative of the employees in the unit described as "*all employees of the City of Rapid City except elected officials, supervisory employees, confidential employees, Police Department employees, Fire Department employees, seasonal employees, Library employees, stagehands and all employees who work an average of less than 20 hours per week.*"

The above-listed positions within the Building Inspection Division have, as a pattern of practice, never been considered union employees or exercised any rights guaranteed under the AFSCME Union contract.

As a means of resolving the discrepancy between the long-standing pattern of practice treating these positions as non-union positions and the contract description that would include these positions as union positions, the City and AFSCME agree that this matter shall be resolved as set forth below:

The positions listed above shall continue to be considered as non-union positions until one or more of those positions shall become vacant and is filled by a benefited employee who, as of January 1, 1998, is not employed in the Building Inspection Division in any of these designated positions. As of January 1, 1998, the following benefited employees work in these positions:

Bernard Hall	Chief Electrical Inspector
David Baumberger	Plumbing/Gas Inspector

When any of the listed non-union inspector positions becomes vacant and are to be filled by an employee other than one of those employees described above, the following actions shall be taken:

1. The position classification shall be deleted from the Non-Union Pay Plan and shall be added to the AFSCME General Pay Schedule at a rate comparable to that paid at the time for the nonunion position;
2. The position shall be posted and advertised as a union position; and
3. The employee hired to fill the vacant position shall be covered as a union employee pursuant to the collective bargaining agreement negotiated between the City and the AFSCME and represented by Local #1031.

This Agreement will remain in effect as long as AFSCME remains the certified formal representative of the employees described in Article I, Section 1.01, or until otherwise agreed to by both parties to this Agreement.

Grievances related to the issue of union/non-union classification in the Building Inspection Division positions listed herein shall not be allowed.

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