

**MEMORANDUM OF UNDERSTANDING**  
Final Extension of Modified Work Schedule

WHEREAS, both parties seek to extend the modified work schedule based upon a 28-day work period until the expiration of the Collective Bargaining Agreement on December 31, 2005.

WHEREAS, both parties agree that the modified work schedule is effective and mutually satisfactorily, and should remain as a discretionary scheduling tool for management.

The City of Rapid City and the Fraternal Order of Police, South Dakota Lodge #2A agree to the following terms and conditions for the purpose of implementing the modified work schedule.

1. The period for this modified work schedule shall be extended from April 1, 2004 and expire when the Collective Bargaining Agreement expires on December 31, 2005. After termination of this extended period and the current Collective Bargaining Agreement, the City of Rapid City and the Fraternal Order of Police may negotiate the permanent implementation of this plan, with or without modifications, in the next Collective Bargaining Agreement.

2. Both parties further agree to amend § 28.01 of the contract regarding overtime and premium pay for this modified work schedule. Until this modified work schedule expires on December 31, 2005, overtime compensation shall be paid as follows:

One and one-half (1 ½) 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 amount of time that an employee is scheduled to work on a particular day, except:

- i. Where time is lost during the work week by reason of unexcused absence;
- ii. Where the excess hours result from employees trading shifts or hours.

B. All work performed in excess of One Hundred Sixty (160) hours in the specified 28-day work period. Holidays, vacations, and sick leave falling within the specified 28-day work period shall count towards the computation of overtime. The City agrees that they will not schedule employees off for the purpose of avoiding overtime.

4. Computations for vacations and sick leave shall be based upon the number of hours as the scheduled shift on that day.

This Agreement will be considered an Addendum to the collective bargaining agreement between the City of Rapid City and the Fraternal Order of Police, South Dakota Lodge #2A and will take effect April 1, 2004.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

FRATERNAL ORDER OF POLICE  
SOUTH DAKOTA LODGE, #2A

CITY OF RAPID CITY

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By Head Steward

\_\_\_\_\_  
Mayor Jim Shaw

\_\_\_\_\_  
Finance Officer  
(SEAL)