

**NON-UNION PERSONNEL POLICY**  
**City of Rapid City, South Dakota**

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## **PERSONNEL POLICY DISCLAIMER**

This handbook does not constitute a contract for employment for any period of time but merely sets forth policies and procedures in effect on the date it was issued. This handbook may be amended from time to time without prior notice to employees. Additional policies and procedures may be added as needed. These policies are intended only to be guidelines for employment at the City of Rapid City and do not give rise to any contractual rights. Both the City and an employee have the right to terminate the employment relationship at anytime, with or without cause or notice. Employment at the City of Rapid City is “at will” and terminable “at will.” Any oral or written statement or promises to the contrary are not binding upon the City.

# **NON-UNION PERSONNEL POLICY**

## **City of Rapid City, South Dakota**

### **Article I**

#### **RECOGNITION:**

- 1.01 This Policy pertains to all employees of the City of Rapid City not included in the agreement with The American Federation of State, County, and Municipal Employees, AFL-CIO, Local 1031, Council 59; The Fraternal Order of Police, South Dakota Lodge #2A; The International Association of Firefighters Local 3959; and, The International Alliance of Theatrical State Employees & Motion Picture Machine Operators of the United States & Canada, AFL-CIO . This Policy includes, but is not limited to, department heads, managerial employees, confidential employees, seasonal and temporary employees, and all employees who work an average of less than twenty hours per week.
- 1.02 Seasonal employees, temporary employees, part-time non-benefited employees, and all other employees working an average of less than twenty hours per week are excluded from the benefits outlined in this Personnel Policy.
- 1.03 For the purpose of this Policy, the terms "seasonal employee," "temporary employee," and "part-time non-benefited employee" shall have the following definitions:
  - 1.031 "Seasonal employee" is a non-benefited employee who may work an unlimited number of hours but will not be employed for more than six months in a calendar year.
  - 1.032 "Temporary employee" is a non-benefited employee who may work no more than 1040 hours in a calendar year but may be employed for any number of months in the calendar year.
  - 1.033 "Part time non-benefited employee" is an employee who works in a budgeted year-round position on an average less than 20 hours per week and who is ineligible for benefits.
- 1.04 The intent of this Policy is to meet all provisions, requirements, and procedures as provided by the laws of the State of South Dakota. This Policy shall be subject to amendment and revision as such times as is deemed necessary and advisable by the City Council of the City of Rapid City. The employees shall be notified of such change.

- 1.05 Due to the need of the public safety departments to meet the varying demands which are determined by existing conditions, exceptions to some provisions of this policy are necessary. Exceptions for Fire Department personnel are listed in Appendix A; exceptions for Police Department personnel are listed in Appendix C.

## Article II

### **CITY RIGHTS:**

- 2.01 The City reserves the right to operate and manage its affairs in all respects in accordance with its responsibility, and the powers or authority which the City has not officially abridged, delegated, or modified by this Policy 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 against the employees ~~for just cause~~;
  - b. To determine the size and composition of the work force; to eliminate or discontinue any job classification; and, to lay off employees for lack of work or lack of appropriated funds;
  - c. To determine the mission of the City and the method and means necessary to efficiently fulfil that mission, including the transfer, alternative, curtailment, or discontinuance of any goods or services; the establishment of acceptable standards of job performance; the purchase and utilization of equipment; and, the utilization of seasonal and part-time employees;
  - d. To provide reasonable standards and rules for employees; and,
  - e. To determine the method of fulfillment of the mission of the City, whether by its employees or by contracting or subcontracting with respect to all the City's services.

## Article III

### **BASIC PRINCIPLES:**

- 3.01 Nondiscrimination: There shall be no discrimination against employees or applicants for employment or advancement on account of race, creed, color, national origin, sex, age, or any political or union affiliation. Wherever in this policy, the terms "he," "him," or "his" is used, it shall be deemed to be equal to "she," "her," or "hers."
- 3.02 Politics: All members, officers, and employees of the City of Rapid City, whose employment as such constitutes their principal employment, are subject to the provisions of Section 12(a) of the Hatch Act. If any individual who is also engaged in some other employment or occupation is doubtful as to his status under the Hatch Act, he may present the matter in writing to the United States Civil Service Commission for a ruling.
- 3.03 Delegation of Authority. Every employee shall be given the authority necessary to perform his assigned duties.
- 3.04 Pay Plan. Each class of position in the classification plan shall have a range of pay designated by the appropriate appendix section. The aggregate of these rates shall be known as the Pay Plan (See Appendix B.)
- 3.05 Authority to Effect Personnel Actions. Authority to appoint, promote, transfer, demote, suspend, and separate personnel shall be vested with the department head with the consent of the Mayor, except that personnel actions relation to the department heads shall be by Ordinance and State Law. The department head shall have the authority to promulgate such rules and regulations as may be necessary to efficiently perform the operations of the department.
- 3.06 Probationary Employees. All employees hired after December 31, 1985, will normally be probationary employees for a period of one year. During the probationary period, the employee shall have no longevity status, ~~and may be laid off or terminated at the sole discretion of the City without regard to his relative length of service.~~ Upon satisfactory completion of the employee's probationary period of one year, his longevity shall date back to the date of the latest hire. Probationary employees, for the purpose of accruing and using benefits, shall be eligible employees after 90 calendar days from their latest date of hire.
- 3.07 Changes of Status of Employment:
- a. Promotions: Vacated or newly established positions shall be filled to the fullest extent, consistent with efficient operations, by the promotion of qualified employees. Physical fitness for the position and productivity and performance in the current position shall be considered.

- b. Demotions. An employee shall be subject to demotion if he has been found unsuited for his present position, but may be expected to give satisfactory service in a lower-paying position.
  - c. Transfers. Employees shall be transferred within City employment, as far as practicable, to positions where their highest skills will be best utilized. When transfers of personnel are necessitated by organizational changes, every effort shall be made to place the affected employees in positions which will permit them to retain their salaries. In making transfers within City employment, due consideration shall be given to the desires of the employees involved.
  - d. Suspensions. An employee may be suspended from duty without pay for disciplinary reasons; or, pending investigation of charges where the presence of the employee at work constitutes a hazard or problem either to the City of Rapid City, to other employees, or to himself. If investigation does not bear out the charges, and the employee is retained, he shall be paid for the period of suspension.
  - e. Retirements. Retirement is the severance of a member from City employment with a retirement allowance payable under the South Dakota Retirement System (SDRS.) Unless an exception is otherwise expressly indicated, any benefits identified within this Policy as “retirement benefits” shall be provided to City retirees only when they are eligible for full benefits without reduction as determined by the SDRS.
- 3.08 Resignations. An employee who desires to terminate his employment shall submit a written resignation, at least two weeks in advance, setting forth his reasons for resigning. Failure to comply with this provision may endanger accrued leave payments.
- 3.09 Dismissals. An “at-will” employee ~~who gives unsatisfactory service or who is guilty of substantial violation of regulations shall be subject to dismissal immediately~~ may be dismissed with or without cause. In such cases, the employee, if he desires, shall be given a hearing before the Mayor within 10 days after submission of a written request stating the reasons for a hearing. That request shall be submitted within 5 days after dismissal. Grievance procedures can be followed according to Section 3-18-15.2, SDCL 1969, as amended.
- 3.10 Reduction in Force. When it is necessary to reduce personnel, the selection of employees to be retained shall be based primarily on their relative efficiency and the necessity of the job entailed. Other things being equal, length of service shall be the determining factor. Normally, at least two weeks' notice prior to dismissal shall be given an employee, except for persons employed for a specific period.
- 3.11 Seniority. Whenever it is necessary to consider eligibility for benefits of the type described in vacations, length of service with the City, computed from the last day of hire, shall be applied. Where there are two or more employees having the same net credited service, seniority between them shall be determined by lot. 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 his last continuous employment.

## Article IV

### **HOURS OF WORK AND OVERTIME** *(See Appendix A for exceptions.)*

- 4.01 Standard Hours. The standard work week shall consist of 40 hours, 7:30 a.m. to 4:00 p.m., Monday through Friday. Department heads may set other hours of work if they deem such hours necessary or desirable.
- 4.02 Rest Periods. All employees are entitled to a 15-minute rest period mornings and afternoons, or at a time designated by supervisors. 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.
- 4.03 Meal Periods. Ordinarily, each employee will provide his own meals. An employee who has worked on a shift 10 hours or more, when any portion of that shift is unscheduled without at least five 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 10-hour shifts, this provision shall apply only after 12 hours is worked in one day.
- 4.04 Schedule Change. The department head may, at his discretion, establish special standard hours for the staff for specified periods. In the interest of equity and uniformity, however, such special standard hours established for a full-time employee shall total 40 hours per week. The City of Rapid City does not guarantee 40 hours of work per week.
- 4.05 Overtime and Premium Pay. One and one-half 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 eight hours in any one day. Where time is lost during the work week for unexcused absence, or the employee's work is occasioned by trades of shifts or hours of work, then time and one-half shall not be paid until 40 hours is exceeded;
  - b. All work performed in excess of 40 hours in any work week;
  - c. For all work performed on Sunday, except those employees engaged in continuous operations and airport maintenance; and/or
  - d. Work performed under provision of call-in and reporting and stand-by pay.
- 4.06 Two times the regular hourly rate of pay shall be paid when work is performed after 16 consecutive hours, except where this is occasioned by an employee trading shifts or hours of work.

- 4.07 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.
- 4.08 Overtime will not be allowed without the approval of the department head or his designated representative and, where overtime is allowed, it shall be distributed as equitably as practical among employees in the same job classification within a specific work unit.
- 4.09 Overtime for Exempt Employees Under FLSA. Certain exempt employees shall not be compensated for work performed beyond the standard work day or work week, nor shall they be allowed to accrue or use compensatory time. Such employees may be allowed occasional time off to attend to personal affairs at the discretion of the immediate supervisor. If such time off is to exceed three days, the Mayor's approval is required. Use of sick leave up to two hours per occurrence may be charged to and reported as administrative leave. If over two hours, it must be reported as sick leave.
- 4.10 Work Hours During Emergency. In the event an employee reports for work on his regular shift without previously having been notified not to report, he shall be given four hours work; or, if no work is available, he shall be given four hours pay at his regular straight-time hourly rate, except that, if work is unavailable as the result of causes beyond the control of the City, the City shall not be so obligated. It is understood that if the City cannot use an employee in his regular capacity, it may avail itself of his services for the above mentioned period in any capacity. Employees shall keep the City advised at all times of their address and telephone number where they may be notified.
- 4.11 Any employee who is called in to work outside of his regular shift or schedule shall be guaranteed at least two hours work or two hours pay at the rate of one and one-half times his regular rate of pay. This shall not apply, however, to employees who are called in to begin work prior to the start of their shift and work continuously into their shift, provided the City work permits them to work their scheduled hours of work for that day. They shall not be paid overtime under the provisions of overtime regulations for the same time worked.
- 4.12 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 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 himself available for emergency work that may arise at any time during the week. He shall furnish a telephone number in the Rapid City area where he can be reached at all times and be ready and able to respond immediately to any calls to work.
- 4.13 Standby time shall not commence until the employee assigned to such duty has completed the work on his assigned shift.
- 4.14 The employee shall receive one and one-half hours straight-time pay for standby duty for



each work day and two and one-half hours straight-time additional pay for each holiday, Saturday, or Sunday on which he has such duty.

- 4.15 Hours paid for standby shall not be counted towards overtime, nor shall they be considered for any premium time, e.g., holiday or Sunday pay.
- 4.16 Hours worked when on standby shall be credited on a daily basis and shall be credited towards overtime in the work week.
- 4.17 Hours worked on holiday, Sunday, or in case of a continuous operation employee on his seventh day, shall be paid at rates prescribed for such work. The call back provisions of the policy 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.
- 4.18 Nothing in this Article shall apply to employees who are required to and do live on City property.

## Article V

### ***VACATIONS (See special provisions for Fire Department vacations in Appendix A.)***

- 5.01 Accrual. All non-union full-time regular employees shall accrue vacation as shown below. Part-time benefited employees shall accrue prorated vacation based on the number of hours budgeted for the position:

<u>Length of Employment</u>	<u>Biweekly pay period</u> <u>(hours accrued)</u>	<u>Monthly pay period</u> <u>(hours accrued)</u>
Date of hire to completion of 4 years continuous employment	3.08	6.67
After completion of 4 years to completion of 13 years continuous employment	4.62	10.00
After completion of 13 years of continuous employment	6.15	13.33

- 5.02 Additional Accrual for Exempt Employees. In addition to the accrual established by Sec. 5.01 above, non-union full-time regular employees who are exempt from overtime pay may accrue 3.33 hours per month or 1.54 hours per biweekly pay period, provided:

- 5.021 they are consistently required to work at least six hours per month beyond the normal 173.33 hours per month;
- 5.022 the additional accrual will not provide more than a total of 160 hours vacation accrual per year; and,
- 5.023 the department head authorizes such additional accrual on a Payroll Change Notice.
- 5.03 Use of Sick Leave as Vacation. Any non-union employee who has an accumulation of 960 hours of sick leave as of any January 1 may take up to 40 hours of that sick leave accumulation for vacation purposes, consistent with scheduling procedures of Sec. 5.05 below; however, employees electing use of sick leave as vacation are ineligible for additional accrual as authorized in Sec. 5.02 above.
- 5.04 Personal Time Off. Department heads and division managers, or their equivalent by another title, may be authorized occasional time off to attend to personal affairs when they are consistently required to perform additional work beyond normal scheduled hours of operation. The department head may authorize absence of up to three days and longer absences may be authorized with approval of the Mayor.
- 5.05 Use of Vacation.
- 5.051 Except as otherwise noted, vacations will be granted as requested by the employee, 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 absences. Those department heads responsible for continuous operations (i.e., those work areas that must be staffed on an ongoing 24-hour basis) may defer vacations as appropriate or require advance scheduling of vacation to provide for adequate staffing levels and the orderly operation of their departments, provided that, in so doing, employees shall not be required to lose accrued vacation under the maximum carryover provisions as contained in Sec. 5.06.
- 5.052 Up to 40 hours of vacation may be used throughout the year in increments as requested by the employee, subject to the approval of the immediate supervisor. All remaining vacation time must be taken in one continuous absence unless otherwise approved by the department head or Mayor.
- 5.06 Maximum Carry Over of Vacation. Non-union full-time regular employees may carry over to the following year the previous year's accrual of vacation plus one week accrual. Accumulations in excess of this amount shall be forfeited on January 1. An exception may be granted by the department head and Mayor to allow additional amounts of carry over only when operational requirements precluded the usage of the excess accumulation of vacation.

When such authority is granted, the excess accumulation of vacation must be used within four months of the carry over year or be forfeited.

5.07 Payment for Vacation.

- 5.071 All vacation pay shall be calculated at the employee's straight-time rate for the classification to which he is normally assigned at the commencement of the vacation.
- 5.072 Employees shall not be allowed to waive vacation and receive double pay by working during vacation.
- 5.73 In the event an employee leaves City employment for any reason, he shall be paid for all accrued and unused vacation.

## Article VI

### **HOLIDAYS:**

6.01 The following will be recognized and observed as holidays:

The first day of January, commonly known as New Year's Day;  
The Friday immediately preceding Easter, commonly known as Good Friday;  
The last Monday in May, commonly known as Memorial Day;  
The fourth day of July, commonly known as Independence Day;  
The first Monday in September, commonly known as Labor Day;  
The 11th day of November, commonly known as Veteran's Day;  
The fourth Thursday in November, commonly known as Thanksgiving Day;  
The Friday immediately following Thanksgiving Day;  
The 25th day of December, commonly known as Christmas Day; and,  
Any other day declared by the City to be a holiday.

Each employee shall be granted one personal holiday per calendar year. To be eligible, the employee must complete his 90 day probationary period prior to October 15. The employee may not take the personal holiday prior to completion of the 90 day probationary period. A personal holiday shall not be taken unless the employee has submitted a request at least seven days (which may be waived by the department head) prior to the requested day off, and the department head has approved the absence. Personal holidays will normally be granted when requested by the employee and will be selected the same as vacation.

6.02 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.

- 6.03 Whenever any of the foregoing holidays fall on Saturday, the Friday immediately preceding shall be considered as a holiday, except for personnel engaged in continuous operations, who shall observe the actual day listed above.
- 6.04 Whenever any of the foregoing holidays fall on the scheduled day off for those employees engaged in continuous operations, the employee shall be granted a day off, with pay, within the period of 26 weeks after the day of the holiday. (Exceptions noted in Appendix A and C.)
- 6.05 Employees eligible under this Policy will receive eight hours of pay at their regular rate of pay for each recognized holiday on which no work is performed. Employees working holidays shall be paid at the premium rate of one-and-one-half times the regular rate of pay for all hours worked, and, in addition, will be paid their holiday pay (8 hours of pay at the regular straight-time rate.)
- 6.06 Eligibility for pay for holidays not worked shall be as follows:
- a. The employee must have completed 90 calendar days of employment. This shall not apply to exempt employees not eligible for overtime;
  - b. The employee must be in active employment when the holiday occurs; that is, he is currently working or has worked at some time during the seven calendar days immediately preceding or immediately following the holiday, unless on sick leave;
  - c. The employee performed the required work in his last scheduled shift prior to the holiday and the first scheduled shift after the holiday; and,
  - d. If the employee was scheduled to work on the holiday and refused to do so, no payment will be made for the holiday.
- 6.07 If a holiday as herein defined falls during the period of an employee's vacation, he shall be granted the working day, with pay, prior to or following his scheduled vacation.
- 6.08 Any holiday which falls during the employee's regular scheduled work week, shall count towards the computation of overtime in the work week.

## Article VII

### **SICK LEAVE:**

- 7.01 All regular full-time employees will be allowed sick leave with regular pay. It has been a long-standing policy of the City to give assistance to an employee who has become sick and cannot perform his regular duties. Sick leave is designed to provide some measure of protection to an employee who is unable to perform his duties. Abuse of sick leave injures the employer's production and the ability to fully staff the service; therefore, abuses of sick leave will be the basis for disciplinary action.
- 7.02 After 90 calendar days of employment, each regular employee will be credited with 30 hours of sick leave and will accumulate 10 hours of sick leave per month thereafter until the first January 1<sup>st</sup> following the completion of 90 calendar days of employment. Of the initial 30 hours of sick leave, 15 hours shall be available for use under the general provisions of the sick leave policy and 15 hours shall be pooled for use in the Short Term Disability Plan. Thereafter, each 10 hours of sick leave per month shall be divided equally, with five hours pooled for use in the Short Term Disability Plan.
- 7.03 At the end of each calendar year thereafter, each regular employee will be credited with 112 hours sick leave. This amount shall be divided equally, with 56 hours available for use under the general provisions of the sick leave policy and 56 hours pooled for use in the Short Term Disability Plan.
- 7.04 In the event of sickness, 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. A doctor's certification of illness, specifying the nature of the illness, may be required by the employee's supervisor or department head. The employee may be allowed to obtain such certification from his personal physician, or the employee may be required to see a physician of the City's choice. Should the City require the employee to see a City-selected physician, the City will pay for the cost of the examination. In such event, the employee shall thereupon present himself for examination to a doctor selected by the City. The employee may be further required to provide the City, upon request, a written authorization to release comprehensive medical information in regard to that illness or condition. Failure to submit to examination or to sign the release shall result in an automatic forfeiture of benefit and/or cause for disciplinary action.
- 7.05 The rate of pay for each day of sick leave shall be eight hours at the employee's regular rate of pay.
- 7.06 Sick leave pay will be granted to supplement pay received under workmen's compensation laws. If an employee qualifies for workmen's compensation pay from the City, the City will allow sick leave up to the maximum number of days sick leave accrued to the employee. Sick leave pay will be

at the employee's straight time base rate, 40 hours per week, less the amount received by the employee per week from workmen's compensation.

- 7.07 The sick leave for which an employee normally qualifies in any year will be reduced by one day for each 30 days of absence from work during the preceding year. This provision does not apply to time taken for military leave of absence of 30 days or less, nor for time taken on any paid leaves of absence.
- 7.08 All sick leave allowance to which an employee may be entitled shall terminate on the effective date of termination of employment.
- 7.09 An employee may use available sick leave in the following situations:
- a. For personal illness or injury, provided the injury was not incurred through employment unrelated to City duties;
  - b. Illness of a parent, spouse, child, or stepchild. Use of sick leave for this purpose is limited to an aggregate or total of five (5) work days per calendar year per employee. Sick leave authorized for parents and spouse shall be limited to required hospitalization, outpatient treatment, care at a free-standing surgical clinic, or emergency room; and, resulting home convalescence. In the case of a child or stepchild, sick leave may be authorized or granted for the care of a sick child. The employee's supervisor or department head may require a doctor's statement specifying the nature of the child's illness which will be the employee's responsibility to provide. Sick leave under this subsection will not be allowed for routine doctor visits.
  - c. Death in the employee's or his spouse's immediate family. Use of sick leave for this purpose is limited to three days.
  - d. Services as a pallbearer are limited to 12 hours per calendar year.
  - e. Up to five days sick leave shall be granted upon request for paternity leave while the employee's spouse is in the hospital; however, not more than three full days shall be granted unless there are complications with the spouse or child. All sick leave under this section shall be taken prior to the eighth calendar day following the birth of the child.
  - f. Funeral leave of three non-accumulating days with pay per calendar year are granted to each eligible employee and may be used in cases of death of spouse, child, stepchild, parents, grandparents, spouse's parents and spouse's grandparents. For the above family members, the employee may also receive other benefits under Section 7.09.
  - g. An employee who becomes eligible for benefits under the City's Short Term Disability Plan (Part B) and whose Part A sick leave balance shall be reduced to less than 40 hours as the result of such disability, shall retain this 40 hours or less of the remaining balance in his Part A sick leave account and shall receive sick leave under the Short Term Disability Plan (Part B). An employee must be off work for 3

consecutive work days prior to receiving the Short Term Disability Benefit and that time will be charged to Sick A, Vacation or Leave Without Pay. Part-time benefited employees' balances in Part A shall be prorated according to the budgeted hours for their particular job classification. To qualify for such payment, the employee must be under the care of a licensed medical practitioner and the physician must provide written evidence of the disability. Payments under the short-term disability plan for a single disability shall be limited as follows:

At 100% salary continuation --

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

At 60% salary continuation --

<u>Years of Service</u>	<u>Maximum Hours Paid</u>	
	<u>40 hr/wk</u>	<u>56 hr/wk</u>
90 days - 3 years	160	240
3 years - 4 years	800	1200
5 years - 6 years	600	900
7 years - 8 years	400	600
9 years -10 years	200	30
More than 10 years	0	0

h. When a health care provider certifies that the employee is permanently disabled to the extent that he is unable to perform the essential functions of his job, with or without reasonable accommodations, the disabled employee must, in a timely manner, petition the South Dakota Retirement System (SDRS) for disability benefits. No payment of sick leave or short-term disability benefits will be made in such instances unless the appropriate petition has been submitted to the SDRS within 10 days of receipt of the doctor's certification of permanent disability.

7.10 The immediate family, for purposes of 7.09c above, is parent, grandparent, grandchild, spouse, spouse's parents or grandparents, step-parent, child, stepchild, brother, or sister of the employee or his spouse.

7.11 An employee on authorized absence for more than 10 days due to illness, or for any period due to injury, shall return to duty only after examination and release for work by his treating

physician. The City may, at its own expense, require an examination by a physician of its choice, and, in the event of dispute concerning the employee's ability to return to work, the question shall be subject to the grievance procedure.

- 7.12 Any employee who has an accumulation of 960 hours of sick leave as of any January 1, including any accumulation granted on that date, will have the option to take up to 40 hours of sick leave for vacation purposes during that calendar year, granted as "other vacation" and subject to all other rules and provisions concerning vacations. This provision shall apply only for those years through the 13th year of service with the City and shall be applicable only for those years wherein the employee actually has, as of January 1, 960 hours or more of accumulated sick leave. This provision shall not apply to those exempt employees affected under Section 5.02.
- 7.13 A storm day will be chargeable to the Short Term Disability benefit under the following terms and conditions:
- a. Accrued sick leave will only be allowed if the Mayor designates 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.
  - b. Accrued sick leave will not be granted those employees who are required to report to work by their department heads or their designees, either by notification or by standard operating procedure; however, if weather conditions make it impossible for such employees to report, or if transportation is not made available under such conditions, accrued sick leave will be allowed such employees.
  - c. No more than two days during any calendar year will be designated as storm days wherein accrued sick leave may be used by the above mentioned employees; therefore, if employees are notified not to report to work or notified to discontinue work because of storm weather conditions on more than two separate days in any calendar year, no accrued sick leave shall be allowed.
  - d. Any employee who is called to work outside his regular shift or schedule and who has been granted the storm day benefit in any period 24 hours prior to being called in to work, shall not be entitled to take call-back pay provisions.
  - e. Any sick leave allowed under these conditions will be counted towards overtime.
  - f. This provision does not prohibit the use of vacation for a storm day.
- 7.14 The payment of sick leave benefits terminate on the effective date of long-term disability, as determined by the South Dakota Retirement System.
- 7.15 Any employee appointed by the Mayor by and with the advice and consent of the city council and who is terminated from employment or not reappointed for other than just cause



as determined by the City Council, shall be paid an amount equal to the entitlement of sick leave of the affected employee under the provisions of the City of Rapid City Short-Term Disability Plan. Determination of the entitlement shall be by years of service as defined under the Short-Term Disability Plan. Nothing in this Section shall be construed to limit the authority of the Mayor to terminate the employment of City officers.

**Article VII (a)**

**SPECIAL DEATH OR RETIREMENT BENEFIT:**

7(b).01 The maximum benefit shall equal 50 percent of all accumulated hours of sick leave in excess of 960 hours, provided that the maximum benefit payable shall not exceed the following schedule:

<u>Age at Death, Retirement or Disability</u>		<u>Maximum Percentage Last 12 months earnings</u>
To/Incl	51	25%
	52	26%
	53	29%
	54	32%
	55	35%
	56	38%
	57	42%
	58	45%
	59	48%
	60 +	50%

## Article VIII

### **JURY LEAVE:**

- 8.01 Any employee who has completed 90 calendar days of employment will be paid the difference between what he would have earned for each scheduled work day (excluding overtime) that he cannot report for work which calls within the term of court for which he is called for jury service, and the remuneration the employee receives from the court for the jury service of the same period, if the latter is lesser. The employee must furnish the City with a certified statement from the court, setting forth the dates of jury service and the remuneration received therefrom.
- 8.02 Employees called for jury service are expected to work full-time when not actually in court or doing work in connection with such service. It is not intended by this Article that he shall receive pay unless he is necessarily absent on jury duty.

## Article IX

### **MILITARY LEAVE FOR ANNUAL DUTY:**

- 9.01 An employee, other than a temporary employee, who is a duly qualified member of a reserve component of the Armed Forces, a member of the "Ready Reserve," or a member of an organized military unit required to receive military training with the Armed Forces, shall be entitled to a leave of absence not to exceed 15 days in any one calendar year. He shall be returned to City service, provided he is still able to perform the duties of his position, without loss of status, pay, and seniority, provided:
- a. He has given 10 days' notice prior to the time of departure;
  - b. He has satisfactorily performed the requirements of the prescribed training; and,
  - c. He returns to his City position immediately upon being relieved from military service and not later than the expiration of the time herein limited for such leave, unless he is prevented from returning by physical or mental disability, other cause not due to his own fault, or is required by proper authority to continue in military service beyond the time herein limited for such military leave.
- 9.02 If the military pay allowances for the 15-day period are less than the employee's regular straight-time rate of pay for 40 hours per week, he shall be paid the difference by the City

with a certified true copy of the wage compensation received while on military leave.

## Article X

### **COURT APPEARANCE LEAVE:**

- 10.01 If, as a direct result of his employment by the City, an employee is required to report to a court hearing, inquest, or other legal proceeding, the City will release him from work, if necessary, for such appearance. Pay for such appearance shall be according to the following:
- a. If time is lost from the employee's regular work assignment, he shall be paid for all time lost at his regular rate of pay;
  - b. The payment provided shall be reduced by the amount of witness fees received, if any;
  - c. The payment shall be made only if the employee presents the verification of the time spent in such attendance and the amount of witness fees received, if any and, further, only if he notifies his immediate supervisor upon release from such appearance of his availability for work;
  - d. If the appearance is required because the employee exceeded the scope of his duties, or performed unauthorized or illegal acts, no payment will be made.

## Article XI

### **MILITARY LEAVE:**

- 11.01 Subject to and consistent with Section 3-6-19 SDCL 1967, any employee, other than a temporary employee, who reports or performs duty in any branch of the Armed Forces of the United States, shall be entitled to reinstatement with the City, provided:
- a. He makes written application for reinstatement to the position held prior to or within 90 days of his release from the service, or within 90 days after hospitalization continuing after such release for not more than one year;

- b. The position with the City still exists;
- c. The employee is capable of discharging the duties of the position; and,
- d. Separation from the Armed Forces was other than dishonorable.

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

## Article XII

### **MATERNITY LEAVE:**

12.01 Pregnancy shall be treated the same as any other temporary disability.

## Article XIII

### **EXTENDED SICK LEAVE:**

13.01 Any employee who is unable to work because of personal illness or disability, and who has exhausted all sick leave available, may be granted a leave of absence, without pay, for the duration of such illness or disability, up to a period of six months. Such leave will be with the consent of the City, and this leave may be renewed upon application by the employee with the consent of the City.

### **FAMILY AND MEDICAL LEAVE:**

13.02 Introduction. The Family and Medical Leave Act of 1993 (FMLA) guarantees the right of eligible employees to take up to a total of 12 weeks of leave per year, either in one continuous absence or on an intermittent basis, for one or more qualifying reasons. The following are reasons under which employees may qualify for FMLA:

13.021 upon the birth of the employee's child;

13.022 upon the placement of a child with the employee for adoption or foster care;

13.023 when the employee is needed to care for a child, spouse, or parent who has a serious health condition; or,

13.024 when the employee is unable to perform the functions of his or her position because of a serious health condition.

13.03 Use of Paid Leave. If the employee is entitled to paid leave, he may elect or the employer may require that the paid leave be taken as part of the 12-week leave provided by law. Accrued paid vacation may be used at the employee's option for any FMLA-qualifying purpose; however, the FMLA does not require that paid leave be provided where this Personnel Policy does not already provide for paid leave or in excess of that amount.

13.04 Definitions.

13.041 Child. An adopted child, a foster child, stepchild, ward or person who is under age 18 or over age 18 but incapable of self-care because of a mental or physical disability and of whom the employee has custody.

13.042 12-month period. The calendar year.

13.043 Serious health condition. An illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility, or continuing treatment by a doctor.

13.044 Health care provider. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of South Dakota or any person determined by the U.S. Secretary of Labor to be capable of providing health care services.

13.05 Eligible Employees. To be eligible for absence under the FMLA, the employee must have been continuously employed by the City for a 12-month period immediately preceding his request for absence, and during that 12-month period have worked at least 1,250 hours.

13.06 Notice. An employee is required to provide the employer with 30 days notice of absence when such absence can be reasonably foreseen. When circumstances prevent the employee from giving 30 days notice, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the operations of his work unit.

13.07 Certification. When required by the department head or designated representative, requests for leave due to a serious medical condition of the employee or qualified

member of the employee's family shall be verified by the certification of a qualified health care provider. The certification shall contain the following:

13.071 the date when the serious health condition began;

13.072 the probable duration of the condition;

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

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

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

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

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

13.09 Effect on Pay and Benefits During the term of unpaid family or medical leave, no pay or other benefits shall accrue, with the exception of any group health insurance benefits that were in effect at the time of the commencement of such leave or new group health insurance benefits which are provided by the employer during the FMLA leave. Group health insurance shall be continued in force for the duration of FMLA leave and the City shall continue to pay that portion of the benefits normally paid by the City. The employee shall be responsible for payment of any premiums he normally pays through payroll deductions. Such payments must be made by mail or in person to reach the Finance Department no later than the last working day of the month prior to the next following month of insurance coverage.

13.10 Failure to Return to Work. If the employee fails to return to active City employment upon the expiration of the maximum 12 weeks of leave provided under this section (to include any paid vacation or sick leave that may have been taken in conjunction with the absence) the employee shall be responsible for repayment of any City-paid

premiums during the unpaid portion of the absence, unless the failure to return is based upon the continuance, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. In such instances, the employee must provide in a timely manner a certification by a health care provider attesting to his inability to return to active employment.

- 13.11 Effect on Reemployment and Other Rights. Upon expiration of a duly authorized absence under this section, the employee shall be reinstated to the same position held at the time such leave commenced or to a position equivalent to or higher in pay, benefits, and other terms and conditions of employment. No employee shall be interfered with, discriminated against, disciplined, or otherwise restrained from exercising his rights under the FMLA.
- 13.12 Spouses Jointly Employed By the City. If a husband and wife entitled to leave under this section are both employed by the City, the total number of work weeks of leave to which they are jointly entitled is limited to 12 work weeks during any 12-month period if such leave is taken under Section 13.021, 13.022, upon the birth or adoption of a child; or, if absence is required to care for an ill parent, Section 13.023.
- 13.13 Intermittent or Reduced Leave Schedule. Leave under Section 13.021 or 13.022 shall not be taken on an intermittent or reduced leave schedule unless the employee and the department head agree otherwise. Leave under Section 13.023 or 13.024 may be taken intermittently or on a reduced leave schedule when medically necessary.
- 13.14 Expiration of Entitlement. Entitlement to leave under this Section for birth or adoption expires at the end of the 12-month period beginning on the date of birth or adoption (placement.)

## Article XIV

### **LEAVES FOR LEGITIMATE PERSONAL REASONS:**

- 14.01 A regular employee requesting a leave of absence for legitimate personal reasons, which shall include leaves for educational purposes, shall make written application to his immediate supervisor as far in advance of the need as is known by the employee. A leave of absence may be granted upon application by the employee and approval by his immediate supervisor, department head, and the Mayor, or his designee, for a period not to exceed 180 days. The employee shall state in his request for leave the reasons for his requesting the leave, the duration of the leave, and the date and scheduled shift on which the leave shall

commence and upon which he shall return to work.

- 14.02 During any such leave of absence without pay, the employee shall not accrue seniority, except for the first 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.
- 14.03 Such leaves of absence may be extended for a reasonable period, with the consent of the City.
- 14.04 An approved copy of such leave of absence, and any extensions thereof, shall be furnished to the employee before such leave shall become effective.
- 14.05 If an employee accepts employment elsewhere during this leave of absence, he shall be considered to have terminated his leave and have voluntarily quit.
- 14.06 Failure to return from a leave of absence upon its expiration date shall be considered as a resignation and a voluntary quit.
- 14.07 Reinstatement of employees who return from unpaid leaves shall be based upon their seniority and their ability to perform the work and availability of the work of the type that they were performing.
- 14.08 No employee benefits will be provided during leaves of absence without pay except where required by law.
- 14.09 Short periods of unpaid absences not extending into a second or subsequent payroll period may be approved by the department head or his designated representative and are not subject to provisions of this Section.

## Article XV

### **HEALTH AND SAFETY:**

- 15.01 Employees shall be provided safe, sanitary, and healthful working conditions. Employees shall be covered by Workmen's Compensation Insurance.
- 15.02 The City shall reimburse an employee for broken or damaged eyeglasses (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. The City's reimbursement may be in



cash, by replacement, or repair at the sole discretion of the City.

- 15.03 The City shall provide, at no expense to the employee, any work uniform, protective clothing, and other equipment that may be occupationally necessary to provide a safe and effective work place.

## Article XVI

### **EMPLOYEE RELATIONS:**

- 16.01 Employees shall have the right to designate representatives of their choosing. Employees shall be free to join, or refrain from joining, employee unions. In so doing, employees shall be ensured freedom from restraint, interference, discrimination, or reprisal.

## Article XVII

### **TRAINING:**

- 17.01 In-service training shall be provided to aid employees to gain efficiency in their work. Employees shall not be permitted to decline mandatory training. Employee training shall be a function of every supervisor.

## Article XVIII

### **GRIEVANCES:**

18.01 Rights of Employees: Employees eligible under provisions of Chapter 3-18 SDCL shall have the right to present grievances individually, as a group, or through their designated representatives. In so doing, employees shall be assured of freedom from restraint, interference, discrimination, and reprisal. Such grievances shall be presented only through the established lines of authority.

18.02 Grievance Procedure:

- a. *Grievance* means a complaint by an employee or group of employees concerning the interpretation or application of the provisions of this Policy or of rules and regulations governing personnel practices or conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his immediate supervisor. No person shall be discriminated against because of the filing or involvement in a grievance. Individual employees or groups of employees shall have the right to present grievances in person provided that any settlement reached is not inconsistent with the provisions of this Policy and the grievance has been properly filed and adjusted according to the established procedure as set forth in this Article. Failure by an employee to comply with any time limitation shall constitute a withdrawal of the grievance. ~~Failure of the City to comply with any time limitation shall constitute a settlement of the grievance in accordance with the requested remedy.~~ Time limitations may be extended by agreement of both parties. The employee will be encouraged to discuss his complaint with his immediate supervisor. The procedure for registering such a grievance shall be as follows:

Step No. 1: Within seven days after the employee had knowledge of its occurrence, or should have had knowledge of its occurrence, he shall submit to his department head or his designee a written grievance which shall be known as "Step 1." The department head or his designee shall meet with the employee and within seven days of the receipt of the grievance he shall submit a written answer.

Step No. 2: If the employee disagrees with the decision of the department head, he shall file within 14 days of the notice of decision a written grievance with the Mayor. Within 14 days of the receipt of the grievance, the Mayor or his designee will meet with the employee to discuss the grievance. Within 14 days of this meeting, a written decision will be submitted by the Mayor to the employee.

Step No. 3: If the employee disagrees with this decision, he may, within 15 days after receipt of the decision, initiate an appeal to the South Dakota Department of

Labor. That department shall conduct an investigation and hearing and shall issue an order covering the points listed. Such order shall be binding on the employee and the City in accordance with provisions of Section 3-18 SDCL 1967, subject to either party's right of appeal pursuant to SDCL 1-26.

- b. All references to "days" shall be calendar days.
- c. Grievances raised by a group of employees which are of general concern regarding application or interpretation of this Policy, shall be initiated at Step 2 of the grievance procedure. This shall not be used to reinstate an individual grievance.

18.03 Employer's Responsibility. The immediate supervisor is expected to handle and settle grievances whenever possible; however, those that cannot be handled by the immediate supervisor should be referred promptly to the department head. It shall be the supervisor's duty to encourage employees to come to them with grievances. Although this may be troublesome and time consuming, it is better that employees make their grievances known than to keep them within themselves. An unheard grievance can be a serious infection which, before long, may undermine the morale of the entire department.

## Article XIX

### **PERFORMANCE RATINGS:**

- 19.01 A formal performance appraisal shall be conducted by the immediate supervisor as frequently as may be necessary to adequately communicate to the employee those standards expected for adequate performance and an objective assessment of the employee's level of performance; however, in no event shall the performance appraisal be conducted less frequently than once annually on the employee's review anniversary date. The review anniversary date shall be that date on which the employee was hired or promoted in the current position held.
- 19.02 Performance ratings shall be noted in employee service records and shall be considered in effecting personnel actions.

## Article XX

### **SERVICE RECORDS:**

- 20.01 A service record shall be maintained in the City's Personnel Department for every employee. It shall be the responsibility of each department head to forward information with respect to transfers, sick leave, name and address changes, vacation leave, and other employment data to the Personnel Department for proper maintenance of personnel records.
- 20.02 The Police Department shall retain any restricted personnel records involving a criminal action in a confidential criminal records file, and it shall not become a part of the Personnel Department's records file; provided, however, that under no circumstances shall any police files regarding an employee be released without a written waiver from the employee allowing such a release.

## Article XXI

### **TRAVEL AND MOVING POLICY:**

- 21.01 Approval of Travel. The following regulations will explain travel reimbursement for expenses incurred by City employees while away from their home station. All travel will be by the most economical method. Attempt to obtain reduced rate airline fares when possible. City ordinances require advance approval of travel for any one person, as follows:
- 21.011 Department head approval up to \$500 per person.
  - 21.012 Mayor's approval from \$500 to \$1,500 per person.
  - 21.013 Council approval over \$1,500 per person.
- 21.02 Travel claims shall include purchase orders accompanied by a completed travel voucher and brief description of the travel; receipts for lodging, registration, rented cars, and other incidental expenses; a copy of the ticket showing itinerary and any meals included in the fare when travel is by airline, bus, train, or other commercial carrier; and, a copy of the program. Where meals and/or lodging are included in the registration fee, such meals or lodging must be deducted from the subsistence allowance. When weather or other conditions cause an interruption of flights, any expenses absorbed by the airline will not be paid by the City.
- 21.03 Mileage Reimbursements. When a City vehicle is unavailable, travel by privately owned vehicles shall be reimbursed at twenty-nine cents (\$.29) per mile, based upon the standard map mileage for the normal route. In the absence of such map mileage, odometer readings

will be used. The allowable mileage reimbursement shall not exceed the cost of the most economical air fare available at the time of travel. If a personal vehicle is used and a City vehicle was available, reimbursement will be limited to seventeen cents (\$.17) per mile. If a personal or hired plane is used, mileage reimbursement shall be ninety-five cents (\$.95) per mile for planes rated 100 hp or under and one dollar thirty-five cents (\$1.35) per mile for planes rated over 100 hp, based on nautical air miles as determined by the FAA. The Mayor must approve the use of hired planes and the City Council must approve the use of personal aircraft. Additional expenses caused by deviation from the direct route for the employee's own convenience shall not be reimbursed.

21.04 Lodging shall be limited to actual expenses incurred as evidenced by receipts, not to exceed \$30 plus tax per day for in-state lodging and \$150 plus tax per day for out-of-state lodging. Tips not exceeding \$1 per day for lodging shall be reimbursable without a paid receipt. The Mayor may approve in advance a higher level of reimbursement due to the necessity of accommodations. Lodging expenses shall include all charges such as fees, tips, laundry, cleaning, personal use of rooms during daytime, etc.

21.05 Meals allowance, to include applicable taxes and tips, shall be reimbursed at the following rates unless the Mayor authorizes additional reimbursement due to unusual circumstances. If such authority is granted, meal receipts must then accompany the travel voucher.

<u>MEALS AUTHORIZED</u>	<u>AUTHORIZE Leaving Before</u>	<u>WHEN Returning After</u>	<u>IN-STATE ALLOWANCE</u>	<u>OUT-OF-STATE ALLOWANCE</u>
Breakfast	7:01 am	7:59 pm	\$ 5.00	\$ 7.00
Lunch	11:31 am	12:59 pm	7.00	10.00
Dinner	5:31 pm	6:29 pm	11.00	16.00

21.06 Interviews and Moving Expenses. Interview expenses will be allowable at the discretion of the Mayor and shall be actual expenses with the exception of meals, which shall not exceed out-of-state rates. Moving expenses will be allowable at the discretion of the Mayor or applicable board, but in no event shall the cost of the interview and moving expenses exceed one month's salary for the position, without the express approval of the Council.

21.07 Travel by Non-City Employees. Non-City employees who travel on behalf of the City shall be reimbursed for actual lodging, meals, and travel expenses, not to exceed the maximum allowed City employees. The procedures for requesting reimbursement of travel expenses are the same as those required of City employees.

21.08 Expenses for Functions. The City will reimburse eligible expenses incurred by employees who attend in-city functions if the employee is directed to attend by his supervisor. Such functions would include meetings of boards or committees, special banquets, panels, educational or professional seminars, or public meetings. Advance approval and receipts are required.

21.09 Retreats. The City will reimburse eligible expenses incurred for retreats if such retreats are

approved in advance by the Council. All such expenses must be verified by receipt, and the use of City facilities is encouraged to avoid the cost of rental of conference space and related expenses.

- 21.10 Appeal Procedure. Any employee may appeal a disallowed travel expense by submitting a written request to the City Council for a hearing. Such appeal must be submitted within five days of the action. The employee or his designated representative may appear in person at the hearing. The decision of the Council shall be final.

## **Article XXII**

### **EMPLOYEE BENEFITS:**

- 22.01 Salary alone cannot be used to measure the total attractiveness of City employment. Additional employment attractions are provided by the City to encourage its employees to remain in public service:
- a. Paid holidays annually;
  - b. Annual vacation;
  - c. Sick leave;
  - d. Membership in Credit Union - optional;
  - e. Group health, accident, and life insurance -- 100% of the cost of premiums of health insurance and 50% of the cost of premiums of the group life insurance shall be paid for each participating employee. For those employees having their latest date of hire on or before December 31, 1981, the City will pay for dependent coverage. For those employees having their latest date of hire on or after January 1, 1982, the City will pay for 50% of the cost of premiums for dependent coverage. The City is self-insured as to health insurance under a group health insurance plan administered by First American Administrators. The City's group life plan is issued by Standard Life Insurance in the amount of \$20,000, with lesser amounts of coverage for spouses and dependents;
  - f. Employee's retirement plan;

- g. Workmen's compensation;
- h. Military leave;
- i. Jury pay;
- j. Short-term disability plan (*see "Sick leave" provision;*)
- k. Deferred compensation;
- l. Group dental insurance - the City provides dental insurance through a self-insured group plan administered by First American Administrators. All premiums (100%) are paid by the employee through payroll deduction. All non-union personnel are covered by the plan, subject to the following options:
  - (1) All non-union employees will normally have individual coverage; however, employees who provide certification of dental insurance coverage from another carrier may waive coverage under the City's plan.
  - (2) Non-union personnel may opt for additional coverage for dependents, at additional premium.

22.02 (a) 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 attainment of age 65 or eligibility for Medicare/Medicaid, provided the following criteria is met at the time of retirement:

- 1. Retiree was continuously employed by the City for a minimum of 20 years; and,
- 2. Retiree is eligible for full benefits without reduction as determined by the SDRS, or otherwise qualifies for disability benefits as determined by the SDRS.

(b) (1) An employee who is a member of the South Dakota Retirement System and who also is a member of the group insurance plan for the City of Rapid City and who does not meet the provisions of Section 22.02(a) 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.

(2) Eligibility for retention of group insurance shall be contingent on the employee

meeting the requirements of retirement as set forth under the provisions of the South Dakota Retirement System, and such requirements shall be those pertaining to the class of employee under which the eligibility is earned.

(3) The employee must have been employed by the City of Rapid City immediately preceding the retirement date.

(4) Any employee at normal retirement age, as defined in the South Dakota Retirement System, who is eligible to retire but chooses not to select an annuity, shall be eligible for group health insurance coverage under the provisions of this Section as if they remained in the system. 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.

(5) This Section shall apply to any employee in the City of Rapid City with a qualifying retirement date after January 1, 1990

22.03 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 affected dependents 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 were still alive, in accordance with the provisions of the master plan and only if all provisions of this Section are complied with.

22.04 Health Insurance Premium Policy for Medically Disabled. When an employee becomes ineligible for the City's payment of health insurance premiums because he is receiving no direct compensation from the City for that premium period, the City shall continue to pay the premium at the rate of one month of premium for each full year of credited service, to a maximum of 12 months of premium payments. The payment commences on the month immediately following the loss of eligibility for payment and ceases the month following the benefit expiration or the month following termination for any reason, whichever is earlier. The credited service year for the purpose of this policy is calculated from the same date, the anniversary date, as used for calculation of vacation benefits. Paid leave of any kind shall not be used in any way other than a consecutive-day progression to satisfy the direct compensation requirement. Payment of the premium by the City shall be on the same basis as would be paid if the employee had not become ineligible.

## Article XXIII



**SAVINGS CLAUSE:**

23.01 If any provision of this agreement is in contravention of the laws or regulations of the United States, the State of South Dakota, or the Ordinances of the City of Rapid City, such provision shall be superseded by the appropriate provision 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 thereof involved shall remain in effect until the dispute is settled by the court or other authority having jurisdiction in the matter.

## Appendix A

### SPECIAL PROVISIONS FOR FIRE DEPARTMENT EMPLOYEES:

#### Article III

- 3.09 Fire Department Rules & Regulations: Consistent with overall policies set forth in the basic City Personnel Policy, the Fire Chief will further establish and publish rules and regulations for intra-departmental use.

#### Article IV

- 4.01 Hours of Work and Overtime -- Standard Hours.
- a. The standard work week for Fire Department personnel on the 24-hour shift basis shall be from 7:00 a.m. to 7:00 a.m. the following day, and averages on a yearly basis to be a 56-hour week.
  - b. Under the three-shift system utilized by the Rapid City Fire Department, with 24 consecutive hours on duty and 48 consecutive hours off duty, a 14-day period will vary cyclicly from 96 hours to 120 hours for each of the three shift crews; over a given period of time, the hourly average for a 14-day period equals 112 hours.

#### Article V

- 5.07 Vacations. Due to the varying number of actual on-duty hours for those personnel on 24-hour shift schedules (a 14-day period varying from 96 to 120 hours depending on the cycle and/or day starting vacation period,) vacations will be specified in terms of shifts rather than days or weeks; however, accrual for all non-union personnel within the Fire Department shall be on a pay-period basis in comparable hours as shown below:

<u>Length of Employment</u>	<u>Shifts per year — accrued</u>	<u>Biweekly pay period (hours accrued)</u>	<u>Monthly pay period (hours accrued)</u>
Date of hire to 3 months	0	0	0
After completion of 3 months to completion of 5 years continuous employment	5	4.62	10.00
After completion of 5 years to completion of 14 years continuous employment	7	6.46	14.00
After completion of 14 years of continuous employment	9	8.31	18.00

## Article VI

### 6.01 Leaves of Absence - Holidays.

- a. The recognized holidays, including personal holidays, and the scheduling set forth in observing these holidays as per the City Personnel Policy shall not apply to Fire Department personnel working the 24-hour shift. Credit for and observance of holidays for these personnel is provided by the "Kelly Days" system.
- b. "Kelly Days" is defined as a periodically scheduled 24-hour shift off-duty for a Fire Department employee to offset the continuous three-day duty cycle and the long hourly work week; and, to compensate for those legal holidays for which his assigned shift is scheduled for duty.
- c. Each Fire Department employee on a 24-hour shift shall be entitled to eight "Kelly Days" per calendar year. These "Kelly Days" shall accrue at the rate of one "Kelly Day" shift off-duty for each fourteen 24-hour shifts for which duty was performed, not to exceed 8 in any one year. The Fire Chief retains the right to decide which days can be utilized as "Kelly Days" off-duty at any one time. The employee retains the right to select, by means of seniority, those shifts deemed by the Chief as available for use as "Kelly Days."

## Article VII

### 7.01 Leaves of Absence - Sick Leave and Miscellaneous.

- a. All sick leave provisions as set forth in the City Personnel Policy apply to personnel in the Fire Department on 24-hour shifts, except that a day of sick leave shall be considered 12 hours rather than eight; or, a 24-hour shift absence is considered to be the equivalent of two 8-hour days of sick leave absence.
  1. An employee shall be eligible for sick leave pay as provided by the City Personnel Policy provided that he reports to the Fire Department officer in charge not later than 15 minutes prior to his normal starting shift, unless in the judgement of the City the circumstances surrounding the absence made such reporting impossible; in which event, such report must be made as soon thereafter as possible.
  2. For those employees in the Fire Department on 24-hour shifts, any provisions relation to 960 hours of sick leave is amended to read 1440 hours, and the reference to 40 hours for extra vacation after 10 years of service is amended to read 56 hours. At the discretion of the Fire Chief or his designee, an employee on 24-hour shifts may, upon request, be granted two consecutive days off without regard for the one-day limitation.

- 7.02 Fire Department employees, engaged in the course of duty while obeying safety rules, who suffer injury as a result of felonious assault or accident while responding to a fire alarm in a Fire Department emergency vehicle or otherwise engaged in duties of an emergency nature directly connected to such alarm, shall receive their regular pay as of the date of the injury, less any workmen's compensation payment. This payment shall be for a period of time equal to the employee's sick leave accumulation as of the date of the injury, and shall not extend beyond 30 working days for those employees who have been in continuous City service for three years or more; or, 45 working days for those employees who have been in continuous City service for less than three years.
- 7.03 The City shall reimburse the employee for glasses (not including contacts) or watches (including bands) broken, damaged, or lost while responding to a fire alarm in a Fire Department emergency vehicle, or while directly engaged in duties of an emergency nature at the scene of such alarm. The maximum reimbursement shall be \$50.00 or actual value, whichever is less. The loss must be reported to the supervisor prior to the termination of the employee's current shift and the employee must have a record of the date of purchase, cost, and description of the glasses or watch. The City's reimbursement may be in cash, by replacement, or by repair, at the sole discretion of the City; however, nothing in this Section shall be construed as prohibiting the Fire Chief, in his discretion, from approving a reasonable amount for partial or total replacement of damaged contact lenses, provided the other requirements of this Section are met.
- 7.04 If the Fire Chief or his designee orders any employee to duty with the employee's own scuba diving equipment, the employee shall receive \$50.00 per 24-hour period or portion thereof. This \$50.00 shall be in lieu of any claim for damages to the equipment and shall be considered as rental of the equipment.
- 7.05 Uniforms. If any regular employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished by the City free of charge at standards as required by the City.
- 7.06 Physical Examinations. Regular employees shall be examined once per year by a physician of the City's choosing. The employee is required to assign to the physician any benefits payable under health insurance. Physical examinations will be scheduled in the last quarter of the calendar year when possible. Any charges beyond the initial physical examination shall be the obligation of the employee. Any employee who fails to pass the examination, in the opinion of the examining physician, may, at his option, have his case reviewed in the following manner:
- a. The employee may engage a qualified medical examiner at his choosing and at his expense, for the purpose of conducting a physical examination for the same purposes as the physical examination conducted by the medical examiner designated by the City;

- b. A copy of the findings of the medical examiner selected by the employee shall be furnished to the City,; and if such findings verify the findings of the medical examiner designated by the City, no further review of the case shall be afforded;
- c. If the findings of the medical examiner selected by the employee do not agree with the findings of the medical examiner designated by the City, upon written request of the employee, the City will ask the two medical examiners to select a third qualified and disinterested medical examiner to conduct a physical examination of the employee.
- d. The three examiners shall, by majority vote, decide the issue.
- e. The third medical examiner's fees shall be shared by the employee and the City, each paying one-half.

## Appendix B

### Pay Plan

## **Guidelines for Placing Employees within the Compensation System for Promotion, Transfer, Reclassification, or Out-of-Class Pay**

The following guidelines are provided to Division Managers and Department Directors for placing Non-union employees “on-step” within Grade for a new position. These guidelines establish a maximum percentage for placement. The minimum step within any Grade shall be no lower than Step A. Directors may request an exception to these guidelines by providing a written justification to the Finance Officer and Mayor.

### **Transfer or Promotion into a Grade less than Grade 18 (Grade 17 and below)**

If an employee is promoted or transfers to a position no higher than a Grade 17, the employee will be placed on the wage scale at a step within the appropriate grade that provides the closest to a five percent (5%) increase in pay.

### **Promotion into a Grade 18 or higher**

If an employee is promoted to a position in Grade 18 or higher, the employee will be placed on the wage scale at a step within the appropriate grade that provides the closest to a seven and one-half percent (7.5%) increase in pay.

### **Same Grade/Lateral Transfer**

If an employee transfers from a position higher than Grade 18 to another position at the same grade the employee will be placed on the wage scale at a step within the appropriate grade that provides the closest to a five percent (5%) increase in pay.

### **Out-of-Class (Out-of-Grade) Pay for Temporary Assignment**

If an employee is temporarily assigned to perform out-of-class duties in a position in a higher grade, the employee will be placed on the wage scale at a step within the appropriate grade that provides the closest to a five percent (5%) increase in pay.

## Appendix C

### Special Provisions for Police Department Employees

- 1.01 Captains and Lieutenants, engaged in the course of duty while obeying safety rules, who suffer injury as a result of felonious assault or accident during pursuit of persons engaged in violations of law shall receive their regular pay as of the date of the injury, less any workmen's compensation payment. This payment shall be for a period of time equal to the employee's sick leave accumulation as of the date of the injury, and shall not extend beyond 30 working days for those employees who have been in continuous City service for three years or more; or, 45 working days for those employees who have been in continuous City service for less than three years.
- 2.01 Physical Examinations for Sworn Officers. Regular employees shall be examined once per year by a physician of the City's choosing. The employee is required to assign to the physician any benefits payable under health insurance. Physical examinations will be scheduled in the last quarter of the calendar year when possible. Any charges beyond the initial physical examination shall be the obligation of the employee. Any employee who fails to pass the examination, in the opinion of the examining physician, may, at his option, have his case reviewed in the following manner:
- a. The employee may engage a qualified medical examiner at his choosing and at his expense, for the purpose of conducting a physical examination for the same purposes as the physical examination conducted by the medical examiner designated by the City;
  - b. A copy of the findings of the medical examiner selected by the employee shall be furnished to the City,; and if such findings verify the findings of the medical examiner designated by the City, no further review of the case shall be afforded;
  - c. If the findings of the medical examiner selected by the employee do not agree with the findings of the medical examiner designated by the City, upon written request of the employee, the City will ask the two medical examiners to select a third qualified and disinterested medical examiner to conduct a physical examination of the employee.
  - d. The three examiners shall, by majority vote, decide the issue.
  - e. The third medical examiner's fees shall be shared by the employee and the City, each paying one-half.
  - f. Nothing in this Section shall be construed as prohibiting the Police Chief or his designee

from approving other arrangements with individual employees on terms approved by the Chief.

3.01 Uniforms, Police Equipment, and Rules.

- a. If any regular employee is required to wear a uniform as a condition of his continued employment, such uniform shall be furnished by the City free of charge at standards required by the City.
- b. The City shall reimburse the employee for glasses (not including contacts) or watches (including bands) broken, damaged, or lost while responding to a fire alarm in a Fire Department emergency vehicle, or while directly engaged in duties of an emergency nature at the scene of such alarm. The maximum reimbursement shall be \$50.00 or actual value, whichever is less. The loss must be reported to the supervisor prior to the termination of the employee's current shift and the employee must have a record of the date of purchase, cost, and description of the glasses or watch. The City's reimbursement may be in cash, by replacement, or by repair, at the sole discretion of the City; however, nothing in this Section shall be construed as prohibiting the Police Chief, in his discretion, from approving a reasonable amount for partial or total replacement of damaged contact lenses, provided the other requirements of this Section are met.
- c. The City shall provide protective clothing against inclement weather, consistent with the assigned duties of the employee.
- d. The City shall furnish at no expense to the employee, police equipment and personal safety equipment which it requires for use in connection with official duties. Personal safety equipment shall be deemed to include weapons, including department-approved handgun, asp, and chemical spray, ammunition, handcuffs, flashlight, portable radio, and other equipment as may be determined by the City. The City reserves the right to determine when and under what circumstances the equipment will be used.

4.01 Pay Adjustment for College Credit. Eligible sworn personnel will, upon satisfactory completion of 64 semester hours of college credit or attaining an associates degree in an educational institution accredited by the North Central Association of Colleges and Schools, receive a pay adjustment of \$500.00 on the annual base salary. The pay will be effective commencing the first day of the month following completion of the required credit hours. Each employee will be responsible for furnishing acceptable proof of the credit hours. Each employee completing 132 credit hours or attaining a baccalaureate degree will receive a pay adjustment of \$1,000.00 on the annual base salary.



## Appendix D

### Temporary Employment

The provisions of this Appendix shall apply to those fire and police employees who request supplemental employment at the Civic Center and the Rapid City Regional Airport, provided such employment is consistent with other provisions of this Non-Union Personnel Policy.

This employment is not considered an extension of the employee's regular duties as outlined in the Position Classification Description. Accordingly, hours worked under this arrangement is considered occasional or sporadic employment under the Fair Labor Standards Act for overtime purposes and, therefore, shall not be calculated in those regular work hours to determine payment of overtime, longevity, or other premium or special pay. Further, no benefits shall accrue as a result of this employment and the employee shall be paid only for hours actually worked at negotiated rates per union contract.

## Appendix E

### Employee Educational Loan Program

To recognize that continuing education is of benefit both to the employee and the City, and to facilitate such education with minimal hardship to the employee, a loan program is established, subject to availability of funds, as follows:

- a. The expenses must be directly related to an educational program to qualify the employee for associates, baccalaureate, or postgraduate program in an accredited educational institution or such other college credit that is transferrable to one of the South Dakota state-supported colleges; or, job-related vocational/technical training;
- b. The employee must provide to the Personnel Director proof of enrollment in good standing and expenses to equal or exceed the amount of loan requested and it shall be the Personnel Director's responsibility to verify that the criteria of this program has been met before approving such requests;
- c. The maximum amount of outstanding loan balance, exclusive of interest, shall be \$1,000.
- d. A simple 1% interest shall be assessed to the outstanding balance; and,
- e. A payroll deduction shall be established which will enable repayment of the outstanding balance, with interest, within one year of the date of the loan. If employment is terminated during the term of the loan, the balance owed shall be collected from the employee's final pay to the maximum extent possible and any remainder shall be due and repayable to the City in full.
- f. These provisions shall not apply to other educational assistance programs that may be established from time to time under separate grants or other funding.

## Appendix F

### Employee Wellness Incentive

An Employee Wellness Incentive is established to provide recognition to those employees who continue to maintain low-risk health habits and thereby contribute to ultimately lower costs and improved safety and welfare through fewer health insurance and worker compensation claims and increased levels of productivity.

- a. Employees are eligible for the Incentive if they are covered under this Policy, are a participant of the City of Rapid City Healthcare Benefit Plan, and have served at least 12 consecutive months as a benefited City employee as of the date of application for the Incentive.
- b. Eligible employees may submit an Application for Wellness Incentive no more than once annually and not before January 1, 1996. The Application may be submitted directly to the Human Resources Department and must contain supporting documentation as indicated in the Application.
- c. Upon verification and approval, the employee meeting all criteria shall be awarded a payment of \$100, such payment funded from the Healthcare Benefit Plan claim fund.
- d. Participation in this program is totally voluntary. The Application and supporting documentation will be confidential and maintained separate from the employee's records. Such files will not be used as a basis for future promotion, reassignment, transfer, utilization, or other career decisions.

# APPLICATION FOR WELLNESS INCENTIVE

EMPLOYEE NAME \_\_\_\_\_ DEPARTMENT \_\_\_\_\_

In order to qualify for an annual City of Rapid City Wellness Award, I affirm that the following statements are true to the best of my knowledge and belief. *I acknowledge that participation in this program is not a condition of employment and is purely voluntary,*

1. I have been a full-time or part-time benefited employee of the City of Rapid City continuously for at least 12 months;
2. Within the past 12 months, I have used the Wellness and Diagnostic Benefit under the City's healthcare plan and had a medical examination; and,
3. During the entire 12-month period preceding this statement, I:

Have not used tobacco in any form.

Have vigorously exercised, on the average, at least three times per week and at least 15 continuous minutes in each session. *The form of exercise is at the discretion of the employee but must be sufficiently strenuous to provide aerobic benefits.*

Have not used illegal drugs in any form.

Have not consumed more than 14 alcoholic drinks in any seven-day period. *(One drink = 1 12 oz. beer, one 6 oz. glass of wine, or 1 oz. of liquor.)*

Have always used seat belts when I am a vehicle driver or passenger.

Have not been absent from work for personal illness more than a total of five days.

4. The following statements apply to me:

Blood pressure screening shows my blood pressure is not higher than 140 mm Hg systolic and 90 mm Hg diastolic. ***(Attach copy of the screening to this application.)***

Cholesterol screening that shows my cholesterol is less than 240 mg/dl. ***(Attach copy of the screening to this application.)***

I am not more than 20 percent overweight. ***(See weight tables on reverse.)***

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

*INSTRUCTIONS: To qualify for a Wellness Award, eligible employees may submit this form in confidence directly to the Human Resources Department. No more than one such request may be submitted in any 12-month period and all statements made are subject to verification.*

## DESIRABLE WEIGHT RANGES

### Males

<u>Height</u>	<u>Small Frame</u>	<u>Medium Frame</u>	<u>Large Frame</u>
5'4"	117-138	123-149	131-163
5'5"	120-142	126-153	134-167
5'6"	124-146	130-157	138-173
5'7"	128-151	134-163	143-178
5'8"	132-155	138-167	147-183
5'9"	136-161	142-172	151-187
5'10"	140-165	146-177	155-193
5'11"	144-169	150-183	160-198
6'0"	148-174	154-188	164-204
6'1"	152-179	158-194	169-209
6'2"	156-184	163-199	174-215
6'3"	160-188	168-205	178-220
6'4"	169-198	178-216	188-231
6'5"	174-204	182-222	192-238

### Females

<u>Height</u>	<u>Small Frame</u>	<u>Medium Frame</u>	<u>Large Frame</u>
5'0"	96-114	101-124	109-138
5'1"	99-118	104-128	112-141
5'2"	102-121	107-131	115-144
5'3"	105-124	110-135	118-149
5'4"	108-128	113-139	121-152
5'5"	111-132	117-144	125-156
5'6"	114-135	120-149	129-161
5'7"	118-140	124-153	133-165
5'8"	122-144	128-157	137-169
5'9"	126-149	132-162	141-174
5'10"	130-154	136-166	145-179
5'11"	134-158	140-171	149-185
6'0"	138-163	144-175	153-190

## **APPENDIX G**

### **SEXUAL HARASSMENT POLICY**

The City of Rapid City strongly opposes and prohibits the sexual harassment of its employees. Sexual harassment includes sexual advances, requests for sexual favors and other physical conduct of a sexual nature when (a) submission or rejection is made either explicitly or implicitly a term or condition of employment or basis for employment decisions; (b) such conduct interferes with an individual's work performance; or (c) such conduct has the purpose or effect of creating an intimidating, hostile, humiliating or sexually offensive work environment. In addition, sexually oriented jokes and language, display of sexually oriented cartoons and pictures, and the use of certain gestures can create a sexually offensive work environment and are prohibited.

Any employee who believes that he or she is the victim of sexual harassment should bring this fact to the attention of the immediate supervisor, manager, department head, or the Director of Human Resources, who will assist the employee in preparing a written statement of facts which will be the basis of an investigation of alleged harassment. The complaint will be treated on a confidential basis, however, it may be necessary in the course of the investigation to disclose the facts and the name of the complainant to alleged witnesses and the alleged harasser, all of whom will be instructed to maintain confidentiality. A report on the progress of their investigation will be provided to the complaining employee within ten (10) days of the filing of the complaint. Any employee found to have sexually harassed another employee will be subject to discipline up to and including immediate discharge. The City of Rapid City will not permit retaliation against any employee because that employee has participated in the filing or investigation of a complaint of sexual harassment.

## **APPENDIX H**

# **DEPARTMENT/DIVISION WORKPLACE VIOLENCE POLICY AND GENERAL PROCEDURES**

## **POLICY STATEMENT**

The City of Rapid City maintains a position of zero tolerance toward workplace violence, or the threat of violence, by any of its employees, customers, the general public, and/or anyone who conducts business with the City. It is the intent of the City and this department/division to provide a workplace that is free from intimidation, threats, or violent acts. Each department/division is encouraged to adopt this policy, design procedures specific to the work unit(s) for dealing with incidents of violence, and conduct training for unit employees in the departmental/divisional procedures related to dealing with workplace violence.

## **DEFINITIONS**

Workplace violence includes, but is not limited to, threats, physical attack, or property damage. A threat is the expression, verbally or through personally observed simulation of a physical act, of an intent to cause physical or mental harm regardless of whether the person communicating the threat has the present ability to carry out the threat and regardless of whether the threat is contingent, conditional, or future. Physical attack is unwanted or hostile physical contact with another person such as hitting, fighting, pushing, shoving, or throwing objects. Property damage is intentional damage to property that includes property owned by the City, employees, or others.

## **PREVENTION OF WORKPLACE VIOLENCE**

The City and this department/division subscribe to the concept of a safe work environment and support the prevention of workplace violence. Prevention efforts include, but are not limited to, informing employees of this policy, instructing employees regarding the dangers of workplace violence, communicating the sanctions imposed for violating this policy, and providing a reporting hierarchy within which to report incidents of violence without fear of reprisal.

## **REPORTING THREATS - INTERNAL AND EXTERNAL**

Each incident of violent behavior, whether the incident is committed by another employee or an external individual such as a customer, vendor, or citizen, must be reported to department/division management. Management will assess and investigate the incident and determine the appropriate action to be taken. Department/division management will document any reported incident and forward the documentation to the Human Resources Department.

In critical incidents in which serious threat or injury occurs, emergency responders such as Police, Fire, and/or Ambulance personnel must be immediately notified. As necessitated by

the seriousness of the incident, the Human Resources Department or the Department Head or Manager may assemble a Threat Management Team that may consist of staff from the Human Resources Department, Mayor's Office, City Attorney, Employee Assistance Program, Emergency Response, Police Department, Critical Incident Stress Management Team, and others as deemed necessary. The Threat Management Team is responsible for establishing the protocol in the event of a threat or violent incident that may include, but is not limited to:

- \*\* Evaluating potential violence problems,
- \*\* Assessing an employee's fitness for duty (through mental health professionals),
- \*\* Selecting intervention techniques,
- \*\* Establishing a plan for the protection of co-workers and other potential targets,
- \*\* Coordinating with affected parties such as victims, families, employees, media, or law enforcement personnel,
- \*\* Referring victims to appropriate assistance and community service programs,
- \*\* Assuring that immediate (within 24 hours) and on-going counseling is available to traumatized individuals.

Any employee who acts in good faith by reporting real or implied violent behavior will not be subjected to any form of retaliation or harassment. Any action of this type resulting from a report of violence must be reported to the appropriate management staff and proper action will be taken.

## **PROHIBITED ACTIONS AND SANCTIONS**

It is a violation of this policy and the Standard Schedule of Disciplinary Offenses to engage in any act of workplace violence. In accordance with the Standard Schedule of Disciplinary Offenses, any employee who has been determined to be in violation will be subject to disciplinary action up to and including termination and, depending upon the violent act, may be subject to criminal sanctions.

## **DEPARTMENT/DIVISION SECURITY AUDIT**

On an annual basis or whenever the physical layout of the workspace is significantly altered, the Department/Division Manager will examine the escape routes of the work area and communicate any changes to all department/division employees. On an as needed basis, the Department/Division Manager may request a security audit from the Police Department to determine whether any security measures, such as panic alarms, are necessary and effective.



All employees should communicate with each other to be aware of any unusual activity that may identify the potential or actual occurrence of a violent incident.

### **EMPLOYEE TRAINING**

The Department/Division Manager, or his/her designee, will orient all new employees to departmental/divisional procedures regarding reporting incidents of violence, what to do if the employee is threatened and/or if an incident of violence actually takes place, and dealing with the after effects of an act of violence.

### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Should an employee become the victim of an incident of workplace violence, the Department/Division Manager may offer the services of the EAP to assist in coping with any effects of the incident. Should an employee commit an act of violence and it is determined in the investigation that the employee did, in fact, commit the violent act, he/she may be referred to the EAP by the Department/Division Manager. In these cases, failure by the employee to keep the appointment with the EAP may result in disciplinary action.

Revised & Approved by the  
Personnel Committee 01/02

## APPENDIX I

### CITY OF RAPID CITY E-MAIL POLICY

This policy describes the City of Rapid City's guidelines with regard to access to and disclosure of electronic mail messages sent or received by City employees with the use of the City's e-mail system.

The City respects the individual privacy of its employees. However, employee privacy does not extend to the employee's work-related conduct or to the use of City-provided equipment or supplies. You should be aware that the following guidelines affect your privacy in the workplace.

#### Management's Right to Access Information

The electronic mail system has been installed by the City to facilitate business communications. Although each employee has an individual password to access this system, it belongs to the City and the contents of e-mail communications are accessible at all times by City management for any business purpose. These systems may be subject to periodic unannounced inspections, and should be treated like other shared filing systems. All system passwords must be available to City management, and you may not use passwords that are unknown to your supervisor.

All e-mail messages are City records. The contents of e-mail, properly obtained for legitimate business purposes, may be disclosed within the City without your permission. Therefore, you should not assume that messages are confidential. Back-up copies of e-mail may be maintained and referenced for business and legal reasons.

#### Personal Use of E-Mail

Because the City provides the electronic mail system to assist you in the performance of your job, you should use it for official City business. Incidental and occasional personal use of e-mail is subject to management directives. The City reserves the right to access and disclose any messages sent over its e-mail system, without regard to content.

Since your personal messages can be accessed by City management without prior notice, you should not use e-mail to transmit any messages you would not want read by a third party. For example, you should not use the City e-mail system for gossip, including personal information about yourself or others, for forwarding messages under circumstances likely to embarrass the sender, or for emotional responses to business correspondence or work situations. In any event, you should not use the system for such purposes as soliciting for commercial ventures, religious or personal causes or outside organizations or other similar, non-job-related solicitations. If the City discovers that you are misusing the e-mail system, you will be subject to disciplinary action under the City of Rapid City's Schedule of Disciplinary Offenses.

## **Forbidden Content of E-Mail Communications**

You may not use the City e-mail system in any way that may be seen as insulting, disruptive, or offensive by other persons, or harmful to morale. Examples of forbidden transmissions include sexually-explicit messages, cartoons, or jokes; unwelcome propositions or love letters, ethnic or racial slurs, or any other messages that can be construed to be harassment or disparagement of others.

Use of the City-provided e-mail system in violation of this guideline will result in disciplinary action under the City of Rapid City's Schedule of Disciplinary Offenses.

### **Password Security and Integrity**

Employees are prohibited from the unauthorized use of passwords of other employees to gain access to the other employee's e-mail messages.

By Executive Order of the Mayor this 22<sup>nd</sup> day of February 1996.

S/S

Edward McLaughlin, Mayor

## APPENDIX J

### CITY OF RAPID CITY - INTERNET Acceptable Use Policy

#### Purpose

This policy document delineates acceptable use of the Internet and e-mail by City employees and volunteers while using City equipment, facilities, Internet addresses, or domain names registered to the City of Rapid City.

The Internet provides a source of information that can benefit every professional discipline represented in the City of Rapid City. It is the policy of the City that employees whose job performance can be enhanced through use of the Internet be provided access and become proficient in its capabilities. E-mail has been installed by the City to facilitate business communications. However, all e-mail messages are City records. The contents of e-mail, properly obtained for legitimate business purposes, may be disclosed within the City without the employee's permission. Therefore, the employee should not assume that messages are confidential.

#### Scope of the Policy

*This policy applies to Internet and e-mail access. The following City Internet users are covered by this policy:*

- ◆ Full or part-time employees of the City of Rapid City.
- ◆ Volunteers who are authorized to use City resources to access the Internet.

#### Supervisory Responsibility

*Supervisors of City employees and volunteers will have the final authority in determining whether an employee requires Internet skills to accomplish their assigned duties. Supervisors have the responsibility for:*

- ◆ Acquiring Internet access for their employees who need it to conduct the official business of the City.
- ◆ Advising their employees regarding the restriction against personal use of City Internet access resources from other than City facilities.
- ◆ Making the final determination as to the appropriateness of their employee's use of the Internet, when questions arise. If the City discovers misuse of Internet or e-mail, the employee will be subject to disciplinary action under the City of Rapid City's Schedule of Disciplinary Offenses.

The following uses of the Internet and E-mail are not allowed:

- ◆ Personnel must safeguard their logon ID and password. Users may not access a computer account that belongs to another employee or department except as authorized. Personnel must use their own logon ID and password only, are responsible for all activity on their logon ID, and must report any known or suspected compromise of their ID to their supervisor.
- ◆ Unauthorized attempts to circumvent data security schemes; identify or exploit security vulnerabilities; or decrypt secure data are prohibited.
- ◆ Attempting to monitor, read, copy, change, delete or tamper with another employee's electronic communications, files or software without the express authorization of the user (except for authorized staff of the City Computer Center).
- ◆ Knowingly or recklessly running or installing (or causing another to run or install) a program (such as a "worm" or "virus") intended to damage or place an excessive load on a computer system or network is prohibited.

- ◆ Any use that violates federal, state, or local law or regulation is expressly prohibited. The use of city internet-related systems to access, transmit, store, display, or request obscene, pornographic, erotic, profane, racist, sexist or other offensive material (including messages, images, video, or sound) that violates the city's harassment policy or creates intimidating or hostile work environment is prohibited.

Revised City Personnel Committee, June 6, 2000  
Adopted City Personnel Committee, July 20, 1999

**APPENDIX K  
STANDARD SCHEDULE OF DISCIPLINARY OFFENSES/PENALTIES  
FOR CITY OF RAPID CITY EMPLOYEES**

1. This list is not intended to cover every possible type of offense. Penalties for offenses not listed will be prescribed by the head of the activity, consistent with penalties for offenses of comparable gravity, unless superseded by contract or law.
2. Many of the items listed on this schedule combine several offenses in one statement, connected by the word "OR". Usage of the word "OR" in a charge makes it nonspecific.
3. Depending on the gravity of the offenses, dismissal proceedings may be instituted against an ~~employee~~ **for** four infractions committed in any 24-month period.
4. Where appropriate, consideration may be given to change to lower grade in lieu of dismissal.
5. Suspension penalties on this schedule apply to work days.
6. Reckoning periods commence on the date of the offense.
7. Departments may establish additional rules pertaining to each department which are not in conflict **with** these rules.
8. Disciplinary action to suspend or dismiss an employee must be reviewed with the Human Resources Director prior to final action.

**RANGE OF PENALTIES FOR STATED OFFENSES**

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

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

RECKONING	NATURE OF OFFENSE	1ST OFFENSE		2ND OFFENSE		3RD OFFENSE		PERIOD
		MIN	MAX	MIN	MAX	MIN	MAX	
1.	Unexcused failure to report or tardiness at designated reporting site and time as assigned by department. Disciplinary action is in addition to non-pay status for period of tardiness.	R	1	1	5	5	15	6 months
2.	Failure to report in proper uniform as specified in department regulations. Disciplinary action is in addition to non-pay status for lost time to comply with uniform regulations.	R	1	1	5	5	15	6 months
3.	Failure to report on-duty personal injury or accident.	R	1	1	5	5	15	1 year

4.	Unexcused or unauthorized absence on one or more scheduled work days. (Tardy=if less than 1 hour; Unexcused Absence = over 1 hour.) The charge of EXCESSIVE UNAUTHORIZED ABSENCE & penalty of dismissal may be used when absence exceeds 3 work days or when it appears that employee has abandoned his position. Extenuating circumstances offered by the employee should be considered.	R	5	3	10	10	D	1 year
5.	Leaving job or premises to which assigned at any time during working hours without permission.	R	5	3	10	10	D	1 year
6.	Failure to observe precautions for personal safety, posted rules, signs, safety instructions, or to use protective clothing or equipment.	R	5	3	10	10	D	1 year
7.	Violating traffic regulations, reckless driving or improper operation of motor vehicle while on duty or at any time while operating a City vehicle.	R	5	3	10	10	D	1 year
8.	Loafing, wasting time, or inattention to duty.	R	5	3	10	10	D	1 year
9.	Carelessness resulting in spoiling or waste of materials or delay in productivity.	R	5	3	10	10	D	1 year
10.	Failure or delay in carrying out orders, work assignments, or instructions.	R	5	3	10	10	D	1 year
11.	Repeated garnishments showing failure to honor just debts without good cause.	R	5	3	10	10	D	1 year
12.	Unauthorized possession of, loss of, or damage to City property or property of others, or endangering same through carelessness.	R	5	10	10	10	D	2 years
13.	Disorderly conduct, fighting, threatening or attempting to inflict bodily injury to another; engaging in dangerous horseplay; or, resisting competent authority.	R	D	10	D	15	D	2 years

14.	Unlawful use or possession of alcohol or illegal drugs on City	R	D	10	D	15	D	2 years
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	property or while conducting City business; reporting to work under the influence of alcohol, illegal drugs, or through the improper use of prescribed drugs.							
15.	Unlawful distribution of alcohol or drugs on City premises.	R	D	10	D	D	D	2 years
16.	Sleeping on duty except when necessitated by operations or authorized by competent authority.	R	D	15	D	D	D	2 years
17.	Revealing or releasing confidential information without proper authorization or use of such information for personal gain.	R	D	15	D	D	D	2 years
18.	Endangering the safety of or causing injury to personnel or citizens through carelessness.	R	D	15	D	D	D	2 years
19.	Malicious damage to City property or the property of others.	R	D	15	D	D	D	2 years
20.	Actual or attempted theft of City property.	R	D	15	D	D	D	2 years
21.	Conviction of a felony or misdemeanor with readily discernible harmful effects on City operation (e.g. employee morale or discipline)	R	D	15	D	D	D	2 years
22.	Immoral, indecent, or notoriously disgraceful conduct which reflects unfavorably on the City.	R	D	15	D	D	D	2 years
23.	Disrespectful conduct; use of insulting, abusive, or obscene (profane) language in connection with City duties.	R	D	15	D	D	D	2 years
24.	Discrimination against an employee or applicant because of race, color, religion, sex, age, national origin, or disability; or any reprisal action against employee.	R	D	15	D	D	D	2 years
25.	Falsification, misstatement, exaggeration, or concealment of material fact in connection with employment, promotion, any record, investigation, or other proper proceeding.	R	D	15	D	D	D	2 years
26.	Falsifying attendance record for oneself or another employee.	R	D	15	D	D	D	2 years
27.	Disobedience to constituted authorities, or deliberate refusal	R	D	15	D	D	D	2 years



	to carry out a proper order from any supervisor having responsibility for the work of the employee; insubordination.							
28.	Failure to immediately notify employee's department head of the loss of a valid South Dakota driver's license through revocation, suspension, or other ineligibility, if such license is required in the performance of job duties.	R	D	30	D	D	D	Continuous

THE COMMON COUNCIL

Ed McLaughlin

Mayor

ATTEST:

Richard Wahlstrom

Finance Officer

04/94