

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF RAPID CITY AND THE FRATERNAL ORDER OF POLICE
TO AMEND THE OVERTIME PROCEDURE**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the CITY OF RAPID CITY, a municipal corporation, and the FRATERNAL ORDER OF POLICE, SOUTH DAKOTA LODGE, #2A.

WHEREAS, the parties have previously entered into that certain collective bargaining agreement dated December 21, 2009, and titled Agreement By and Between the Fraternal Order of Police South Dakota Lodge #2A and the City of Rapid City for the Period of January 1, 2010, to December 31, 2013, hereinafter called the “Agreement”; and

WHEREAS, on January 17, 2012, the parties entered into a Memorandum of Understanding relating to overtime procedure in order to test new methods for overtime distribution (the “Test”); and

WHEREAS, the parties agree that as a result of the Test, each desires to utilize the tested overtime procedure for the duration of the remainder of the Agreement; and

WHEREAS, the parties agree that it is in the best interests of both parties to amend that certain part of the Agreement relating to the procedure for overtime distribution; and

WHEREAS, the parties desire to enter into this MOU to reduce their mutual agreements to writing.

NOW, THEREFORE, the parties agree that sections 36.03, 36.04, and 36.05 of the Agreement shall be amended to read as follows:

36.03 Special Events.

For extra duty opportunities outside of specific patrol, ~~traffic~~ or CID shifts, the department shall maintain an ~~extra duty book~~ “Overtime Distribution List.” Each hourly sworn

officer on the department shall ~~have a page in the extra duty book~~ be listed on the Overtime Distribution List. When an extra duty opportunity arises, other than shift extra-duty, and there is at least twenty-four (24) hours of notice of the opportunity, the extra duty opportunity shall be offered to ~~the officer whose page is at the top of the book~~ all officers on the Overtime Distribution List in accordance with the procedure set out in 36.04.

36.04 Procedure:

- A. ~~Upon initially creating an extra duty book, each officer who has indicated an interest in being selected for extra duty shall have a page created in the extra duty book. The page shall include spaces for notation regarding the date, time and response to a call to fill an extra duty assignment. When initially organized, the extra duty book shall be arranged in seniority order, with the most senior member of the department on top and the least senior member on the bottom of the book.~~
- B. ~~Upon determining there is a need to fill an extra duty assignment, the officer whose page is at the top of the book shall be called at the phone number provided by the officer for notification of extra duty assignments. If the officer either accepts or rejects the extra duty assignment, the acceptance or rejection will be noted on the officer's page and the page will be moved to the bottom of the book. If the officer does not answer, a message will be left, if possible. If the officer does not call back within 15 minutes, the officer's page will be noted as "no contact", the page will be left in its position, and the caller will move to the next page in the book and repeat the process. After two consecutive attempts for different events and no returned call, the page will be moved to the bottom. The officer's page will be left in position if the officer is on duty, on annual leave, or on sick leave.~~

A. All officers eligible for extra-duty overtime shall be listed on an Overtime Distribution List, with the most senior member of the department on top and the least senior member on the bottom.

B. The extra-duty assignment communications will be distributed via e-mail to department e-mail addresses and/or cellular phone text message addresses from a designated department e-mail address, currently titled "OT Desk."

C. Upon determining there is a need to fill an extra-duty assignment, the extra-duty assignment will be distributed to all officers on the Overtime Distribution List, via e-mail and/or text message from the designated department e-mail address (*OT DESK*). Any officers interested in working the extra-duty assignment must respond before the specified deadline. The extra-duty assignment will then be distributed to the highest available position on the Overtime Distribution List. The officer will be notified via e-mail or text message he/she has been given the assignment. The officer must acknowledge the assignment before the specified deadline. The acknowledgment deadlines will depend upon the available time for communication, as follows:

D. For extra-duty assignments **more than seven (7) days out**, notification from the designated department e-mail address will be made by e-mail and/or text with 48-hours to respond. The designated department e-mail address will notify the officer of the extra-duty assignment within 8-hours of the response deadline. The officer must acknowledge the assignment within 24-hours. If the officer does not acknowledge the assignment by the response deadline, the extra-duty assignment will be given to the next eligible officer from the response list.

E. For extra-duty assignments **three (3) to seven (7) days out**, notification from the designated department e-mail address will be made by e-mail and/or text with 24-hours to

respond. The designated department e-mail address will notify the officer of the extra-duty assignment within 8-hours of the response deadline. The officer must acknowledge the assignment within 24-hours. If the officer does not acknowledge the assignment by the response deadline, the extra-duty assignment will be given to the next eligible officer from the response list.

F. For extra-duty assignments **one (1) to three (3) days out**, notification from the designated department e-mail address will be made by e-mail and/or text with 2-hours to respond. The designated department e-mail address will notify the officer of the extra-duty assignment via direct communication within 2-hours of the response deadline. If direct communication is not possible (officer does not immediately answer phone, e-mail or text), the extra-duty assignment will be given to the next eligible officer from the response list.

G. Officers not assigned an extra-duty assignment will maintain their position on the Overtime Distribution List, regardless of their response or lack of response.

H. When an officer is awarded an extra-duty assignment, the officer will not be awarded another extra-duty assignment until all officers next on the list have by-passed (i.e. did not respond to) the extra-duty assignment opportunity.

I. The Overtime Distribution List will maintain six (6) columns of eligibility.

36.05 Emergencies.

In any emergency situation, the department may fill any extra-duty assignment through any method. For purposes of this Article, emergency situation means any situation where the extra duty assignment arises with less than 24-hours of notice or between the hours of 3:00 p.m. on Friday and 7:00 a.m. on Monday, including holidays adjacent to the weekend. The extra-duty assignment will be noted on the Overtime Distribution List.

THE PARTIES FURTHER AGREE that this Memorandum of Understanding may only be amended by a written document duly executed by all parties.

THE PARTIES FURTHER AGREE that this MOU constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings, whether oral or written.

THE PARTIES FURTHER AGREE that the balance of the Collective Bargaining Agreement dated December 21, 2009, shall remain in full force and effect.

Dated this ___ day of _____, 2012.

CITY OF RAPID CITY

By: _____
Sam Kooiker, Mayor

ATTEST:

Finance Officer

(SEAL)

FRATERNAL ORDER OF POLICE

By: _____
Cathy Bock, Its President