

**MEMORANDUM OF UNDERSTANDING**  
Test Period for Modified Work Schedule

WHEREAS, both parties seek to develop a workable, mutually agreeable modified work schedule based upon a 28-day work period.

WHEREAS, a limited testing period is necessary to enable effective evaluation of this modified work schedule.

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

1. The test period for this modified work schedule shall begin on \_\_\_\_\_ and expire on April 1, 2003. After termination of this test period, the City of Rapid City and the Fraternal Order of Police may negotiate the permanent implementation of this plan with or without modifications. However, as of April 1, 2003 this Memorandum of Understanding shall expire.
2. Based on the practical conflict with operation of the modified work schedule and application of § 8.02 of the contract (which requires notice for schedule changes), both parties agree to waive § 8.02 for this test period.
3. Both parties further agree to amend § 28.01 of the contract regarding overtime and premium pay for this limited test period. Until this agreement to test a modified work schedule expires on April 1, 2003, overtime compensation shall be paid as follows:

One and one-half (1 ½) times the employee's regular hourly rate of pay shall be paid for work under any of the following conditions;

  - A. All work performed in excess of the amount of time that an employee is scheduled to work on a particular day, except:
    - i. Where time is lost during the work week by reason of unexcused absence;
    - ii. Where the excess hours result from employees trading shifts or hours.
  - B. All work performed in excess of One Hundred Sixty (160) hours in the specified 28-day work period. Holidays, vacations, and sick leave falling within the specified 28-day work period shall count towards the computation of overtime. The City agrees that they will not schedule employees off for the purpose of avoiding overtime.
4. Computations for vacations and sick leave shall be based upon the number of hours as the scheduled shift on that day.

This Agreement will be considered an Addendum to the collective bargaining agreement between the City of Rapid City and the Fraternal Order of Police, South Dakota Lodge #2A and will take effect \_\_\_\_\_, 2002.

Dated this \_\_\_\_\_ day of September, 2002.

FRATERNAL ORDER OF POLICE  
SOUTH DAKOTA LODGE, #2A

CITY OF RAPID CITY

\_\_\_\_\_  
By Secretary/Treasurer

\_\_\_\_\_  
Mayor Jerry Munson

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