

MEMORANDUM OF UNDERSTANDING
Extended Test Period for Modified Work Schedule

WHEREAS, both parties seek to extend the testing period six (6) more months for the modified work schedule based upon a 28-day work period.

WHEREAS, an extended 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 be extended from October 1, 2003 and expire six (6) months later on April 1, 2004. After termination of this extended 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, or further extend the test period. However, as of April 1, 2004 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 extended 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, 2004, 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 October 1, 2003.

Dated this _____ day of October, 2003.

FRATERNAL ORDER OF POLICE
SOUTH DAKOTA LODGE, #2A

CITY OF RAPID CITY

By Head Steward

Mayor Jerry Munson

Finance Officer
(SEAL)