

**Memorandum of Understanding (MOU)**  
**Between**  
**City of Rapid City**  
**And**  
**American Federation of State, County, and Municipal Employees,**  
**Council No. 59 Local #1031**

This is an agreement between the City of Rapid City hereinafter called the "City" and American Federation of State, County, and Municipal Employees, Council No. 59 Local #1031 hereinafter called the "AFSCME"

**I. PURPOSE & SCOPE**

The purpose of this MOU is to resolve the collective grievance filed by Airport employees regarding the application of Article Thirty Three: Reporting Call-Back and Standby (On Call) Pay.

**II. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

**Snow Season: On-Call – Alert Standby Procedure**  
**Airport Personnel Only**

- 33.09 On-Call Status: An On-Call arrangement shall be established for Airport emergency service during the Airport's designated snow season (November 1-April 30). Employees shall be assigned On-Call Status per seven (7) day calendar period. Such On-Call arrangement shall be on a weekly basis and shall be rotated among qualified employees by shift. The employee On-Call shall keep available for emergency work that may arise at any time during the week. The employee shall give the City a telephone number in the Rapid City area where the employee can be reached at all times and be ready and able to respond immediately to any calls to work.
- 33.10 An employee shall receive one and one-half (1 ½) hours straight time pay for such duty for each workday. If such duty occurs on a holiday, or regular scheduled days off, an employee will be paid four (4) hours straight time pay.
- 33.11 Hours paid for On-call shall not be counted toward overtime.
- 33.12 Hours actually worked when On-call shall be credited on a daily basis and shall be credited toward overtime in the workweek.
- 33.13 Alert Standby: Employees may be placed on alert standby when imminent and significant circumstances are anticipated which may require the prompt mobilization of numbers of employees such as a snow event. When an employee is designated to be on alert standby he/she shall receive, in addition to his/her base hourly, one and one-half (1 ½) hours of compensation per 24 hours of alert standby. If such duty occurs on a holiday, or regular scheduled days off, an employee will be paid four (4) hours straight time pay. An employee that is called in to begin work prior to the start of their regular shift for a snow event shall be considered to be placed on Alert Standby and will be paid one and one-half (1 ½) hours of compensation. An employee that is required to remain on duty beyond their scheduled quitting time shall not be considered to be on Alert Standby.

- A. Alert Standby Notification: The Supervisor and/or designee shall notify employees within 24 hours and by mutual agreement before placing an employee on Alert Standby. If adequate coverage cannot be met through mutual agreement, employees not on vacation or sick leave may be placed on alert standby.
- B. Alert Standby Cancellation: If the Supervisor and/or designee cancel Alert Standby after the 24 hour notice, the employee shall receive one and one-half (1 ½ ) hours compensation per 24 hours of Alert Standby. If such duty occurs on a holiday or regular scheduled days off, an employee will be paid for four (4) hours straight time pay.

33.14 Ensuring Coverage: Employees on vacation, sick leave, or otherwise unavailable for their shift scheduled Alert Standby, the Supervisor may schedule another employee to fill the missing shift. The opportunity shall be offered to employees by shift and rotated evenly until the Alert Standby shift is filled.

33.14 Alert Standby Procedure: In order to ensure adequate coverage to meet the needs of the Airport, Alert Standby assignment shall be selected from staff not already scheduled on the shift. If adequate coverage is not first met by non-scheduled employees, the Supervisor and/or designee may fill the remaining needs of the department by scheduled employees. Communication for the above procedure shall be in person or by personal telephone conversation. The employee shall give the City a telephone number where the employee can be reached throughout the snow season.

### III. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective on April 1<sup>st</sup>, 2013 and shall continue in effect till December 31<sup>st</sup>, 2013 at which time the MOU will become part of the 2014 contract. The City and AFSCME indicate agreement with this MOU by their signatures.

City of Rapid City

AFSCME Council 59 Local 1031

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Finance Officer