

MEMORANDUM OF UNDERSTANDING

This agreement made this _____ day of _____, 2009, by and between the City of Rapid City, a South Dakota municipal corporation, (hereinafter referred to as "City"), and Local 1031, Council 59, American Federation of State, County, and Municipal Employees, AFL-CIO, (hereinafter referred to as "AFSCME").

WHEREAS, the City and AFSCME have entered into a collective bargaining agreement that addresses compensation for employees; and

WHEREAS, the collective bargaining agreement provides for employees to be paid shift differential in certain instances; and

WHEREAS, it appears that through mutual mistake some employees have not been paid the appropriate shift differential; and

WHEREAS, the time for an employee to file a grievance regarding the omission of shift differential pay is past; and

WHEREAS, the parties agree that it is in their best interests of the City and the employees to resolve a pending grievance and to insure that employees receive the compensation to which they are entitled under the collective bargaining agreement.

NOW, THEREFORE, BE IT RESOLVED by the parties as follows:

1. AFSCME shall not later than June 1, 2009, provide to the Community Resources Director a list of every employee who has not been paid shift differential for hours worked in accordance with the contract. In addition, AFSCME shall identify the amounts owed to each employee.

2. The City agrees that it will complete its review process in time to allow employees to receive any owed back pay with the June 26, 2009, regular paycheck.

3. The parties agree that the time frames identified in paragraphs one and two of this MOU may not be sufficient to allow the parties to complete their respective obligations. To that end, the parties agree that upon the request of either party, an extension of up to thirty days will be automatically granted to allow adequate time for the identification of employees by the Union and verification by the City. Notwithstanding this paragraph, the parties agree to use their best efforts to meet the time frames set out above.

4. The Union agrees that this Memorandum of Understanding resolves all claims for back shift differential pay prior to the date of the execution of this agreement. Any such claims are forever barred unless raised in the manner provided herein.

5. The Union further agrees to withdraw the grievance filed by library employees Ramirez, Canton and Gilleland, currently pending at Step II of the grievance process.

6. This Memorandum of Understanding contains the entire agreement of the parties in regard to this matter. All prior discussions are either merged herein or intentionally omitted. Nothing contained herein is intended to amend in any way the collective bargaining agreement of the parties.

7. The parties recognize that this agreement constitutes a recognition that a special situation has arisen through the mutual mistake of the parties. Therefore, this agreement does not constitute a precedence nor does it constitute a pattern of practice or course of dealing.

DATED this _____ day of May, 2009.

CITY OF RAPID CITY

Alan Hanks, Mayor

ATTEST:

Finance Officer

(SEAL)

LOCAL 1031, COUNCIL 59, AMERICAN
FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES AFL-CIO

By: *Sydney L. Hatcher*
Local 1031 President

By: *Bill L. Hatcher*
*Local 1031
Chief Steward*