

## **MEMORANDUM OF UNDERSTANDING**

This Agreement is made and entered into by and between the **CITY OF RAPID CITY**, a municipal corporation, hereinafter called the “City,” and **LOCAL 1031, COUNCIL 59, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES**", hereafter, called the “Union”.

WHEREAS, the City and AFSCME have a collective bargaining agreement; and,

WHEREAS, Section 11.04 of the collective bargaining agreement prevents an employee in the bargaining unit from bidding on a job posting if the employee has, within the previous six months, bid on and been awarded another position; and,

WHEREAS, the City and the Union are in agreement that an exception to this provision should be made due to special circumstances in the case of employee Jacob Jobgen, but that this exception will not change any of the language of the contract nor constitute a course of dealing or pattern of practice between the parties; and,

WHEREAS, the parties agree that this particular instance constitutes special circumstances that justify a Memorandum of Understanding to create an exception from the strict terms of the contract.

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

1. Notwithstanding the limitation in Section 11.04 of the collective bargaining agreement between the parties, Jacob Jobgen is hereby permitted to apply for and be awarded the Mechanic position currently open in the streets department.

2. This MOU does not in any manner alter any provision of the collective bargaining agreement between the parties and the collective bargaining agreement remains in full force and effect.

3. The parties agree that this MOU constitutes a one time exception to Section 11.04 of the contract based on extraordinary circumstances.

4. Neither this MOU nor the exception contained herein constitutes a pattern of practice or course of dealing that may be used for precedential purposes in the future.

5. The terms of the collective bargaining agreement between the parties remain unaltered and fully forcible by both parties.

6. This written MOU constitutes the entire agreement with the parties in regard to this matter. This MOU pertains to the specific circumstances only, all other interaction between the parties shall be governed by the collective bargaining agreement.

Dated this \_\_\_\_ day of July, 2011.

CITY OF RAPID CITY

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Mayor

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Finance Officer  
(SEAL)

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AFSCME Local 1031, Council 59, President

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AFSCME Local 1031, Council 59, Chief Steward