

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RAPID CITY  
AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1040 TO  
REVISE THE MEMBERSHIP OF THE COLLECTIVE BARGAINING UNIT AND  
SHORTEN THE TERM OF THE COLLECTIVE BARGAINING AGREEMENT**

This Memorandum of Understanding is made and entered into between the City of Rapid City and the International Association of Fire Fighters, Local 1040.

WHEREAS, the parties have entered into a collective bargaining agreement covering the period from January 1, 2014 through December 31, 2017 (the "CBA"); and

WHEREAS, the International Association of Fire Fighters, Local 1040 (the "IAFF"), is the designated bargaining unit for certain employees of the Rapid City Fire Department (RCFD); and

WHEREAS, RCFD Captains are not currently included in the bargaining unit; and

WHEREAS, Captains and Lieutenants perform similar functions where both frequently work extra hours with Lieutenants being paid overtime and Captains receiving a salary; and

WHEREAS, with overtime pay, Lieutenants have the potential to and sometimes earn as much or more as a Captain; and

WHEREAS, in addition to other changes for the Captain position, the parties wish to amend the CBA to include Captains within the collective bargaining unit; and

WHEREAS, the starting wage for a Rapid City's firefighters has fallen behind other comparable agencies in the region; and

WHEREAS, based on the increases in salaries other agencies have received, or will receive, it appears this trend will continue for the near future unless action is taken; and

WHEREAS, the salary of Rapid City's firefighters is also a significant factor in the retention of existing employees; and

WHEREAS, the City's investment in the firefighters it recruits is significant both financially and in the amount of time spent training; and

WHEREAS, the parties agree that the retention of firefighters is critical to the overall efficiency of the agency and to protect the financial investment that the City has made in new firefighters; and

WHEREAS, the parties agree that the issues with recruitment and retention have reached a critical juncture and the parties cannot wait until the current expiration date of the CBA to address them.

NOW THEREFORE, the parties hereby agree to amend the CBA as follows:

1. The title of the CBA shall be amended to reflect the revised term of the agreement.

2. Section 1.02 of the CBA shall be amended to read as follows:

1.02 All full-time Fire Department employees, excluding the Chief, Assistant Chiefs, Battalion Chiefs, Patient Billing Services Coordinator, Office and Clerical, and Fire Maintenance Supervisor.

3. Section 35.01 of the CBA shall be amended to read as follows:

35.01 This Agreement shall commence at 12:01 a.m. on the 1st day of January, 2014, and shall continue in full force and effect until 12:00 midnight on the 31st day of December, 2016.

4. Section 35.02 of the CBA shall be amended to read as follows:

35.02 On or before April 1, 2016, either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor agreement.

If no new agreement is in place by January 1, 2017, the terms of this contract shall remain in full force and effect until a new agreement is in place.

5. All other terms and conditions of the CBA remain unchanged.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF RAPID CITY

\_\_\_\_\_  
Sam Kooiker, Mayor

Attest

\_\_\_\_\_  
Pauline Sumption, Finance Officer

(seal)

INTERNATIONAL ASSOCIATION OF FIRE  
FIGHTERS, LOCAL 1040

By \_\_\_\_\_

Its \_\_\_\_\_