

## MEMORANDUM OF UNDERSTANDING

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, 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 for the period of January 1, 2006, through December 31, 2009; and

WHEREAS, the collective bargaining agreement between the parties provides a process for the posting of various job vacancies for AFSCME positions; and

WHEREAS, ~~within the transit division of the Public Works Department~~ the current contract could be read in a manner that would limit part time benefited employees from moving into positions that offer more hours up to and including full-time benefited positions; and

WHEREAS, the current process can be read to require the City to take extra time in posting positions that is not beneficial to union members or other City employees; and

WHEREAS, the parties agree that it is in their best interests to clarify the job bid process ~~for bus drivers in the transit division of the Public Works Department.~~

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

1. This Memorandum of Understanding clarifies the application of Article XI of the collective bargaining agreement between the parties ~~to those employees who work as bus drivers in the Transit Division of the Public Works Department.~~

2. In accordance with Article II of the collective bargaining agreement, the City has the inherent management right to schedule employees as neededed. The City is not ~~be~~ required to post and accept bids for schedule changes, but is obligated to provide appropriate notice to

employees of schedule changes as set out in Article XII of the collective bargaining agreement. Further, a mere schedule change does not implicate the six month prohibition on an employee's ability to bid a job contained in section 11.03 of the collective bargaining agreement.

3. For part time benefited employees who work at least twenty (20) but not more than thirty-nine (39) hours per week ~~as bus drivers in the Transit Division of the Public Works Department~~, the City has the right to alter the employees' schedules to provide varying hours of work for the employee up to but not exceeding thirty-nine (39) hours per week. These changes are schedule changes that do not require posting of a vacancy as contemplated by Article XI of the collective bargaining agreement. In case of a vacancy in a part-time benefited position, the City may allow other part-time benefited employees or full-time benefited employees the opportunity to work the schedule that has been vacated. This shall constitute a schedule change. In case of multiple employees requesting the vacated shift, seniority shall be controlling.

4. Upon a vacancy occurring for any full-time, benefited ~~bus driver~~ position ~~in the Transit Division of the Public Works Department~~, the City shall first offer to the current full-time benefitted employees the opportunity to work the hours that were scheduled for the vacated position. The City will then follow the requirements to bid the position as set out in Article XI of the collective bargaining agreement.

5. Notwithstanding the rule that probationary employees may not bid jobs, part-time benefited ~~bus drivers~~ employees who have not completed their probationary period will be allowed bid on full-time benefited ~~bus driver~~ positions. ~~in the Transit Division of the Public Works Department. This is the only position that probationary part time benefited bus drivers may bid.~~

6. This Memorandum of Understanding is the entire agreement between the parties in regard to this matter. All other provisions of the collective bargaining agreement remain in full force and effect.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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:\_\_\_\_\_

By:\_\_\_\_\_