

**Agreement**

**Between**

**The City of Sioux Falls**

**and**

**Local #814**

**International Association of Firefighters**

**January 1, 2021, through December 31, 2023**

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## **Preamble**

This Agreement is entered into by and between the City of Sioux Falls, South Dakota, hereinafter referred to as the City, and Local #814, International Association of Firefighters, hereinafter referred to as the Union.

This Agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms, or obligations herein contained shall be effected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto or by any change geographically or otherwise in the location or place of business of either party.

## **Article 1 Recognition**

The City recognizes the Union as the exclusive bargaining agent pursuant to SDCL 3-18 for purposes of establishing wages, hours, and conditions of employment for all employees employed by the City in the following described positions: Firefighter, Fire Apparatus Operator (FAO), Uniformed and Civilian Fire Inspector, Civilian Fire EMS Educator, Fire Captain, Fire Protective Equipment Technician, and Emergency Vehicle Technician/Certified. All references to employees hereinafter contained are to those employees covered by this Agreement.

## **Article 2 Management's Rights**

**Section 1.** Except to the extent expressly modified by a specific provision of this Agreement, the City of Sioux Falls reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of Sioux Falls Fire Rescue (SFFR) of the City of Sioux Falls, South Dakota, as such rights existed prior to the execution of this Agreement with the Union including, but not limited to:

- A. The right to operate and manage all manpower, facilities, and equipment.
- B. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures, and policies that are not in direct conflict with any provision of the Agreement.
- C. The right to formulate, implement, modify, or discontinue Standard Operating Procedures and Administrative Policies for the governing of the operation of SFFR. Standard Operating Procedures and Administrative Policies and an announcement of changes shall be emailed to all employees and will be made available to all employees through the City's intranet website (InSite).
- D. To determine work assignments or eliminate work schedules, locations, or functions in accordance with municipal and departmental needs and to contract or subcontract all or any of the functions of SFFR that do not take work away from the bargaining unit.
- E. To transfer, demote, terminate, or otherwise relieve employees from duty for just cause.
- F. To recruit, select, and determine the number and types of employees required.

- G. To establish recognized fire service in-service training programs and requirements for upgrading employees.
- H. To establish fire functions and programs, including the setting and amending of budgets.
- I. To determine the utilization of technology and manpower and to modify organizational structures; to select, direct, and determine the number of personnel engaged in total functions or any particular part thereof.
- J. To perform any inherent managerial functions not specifically limited by this Agreement and to take such other measures as the City or SFFR administration may deem necessary for the orderly and efficient operation of SFFR so long as it does not conflict with this Agreement.

**Section 2.** To the extent that the above rights are specifically limited, in whole or in part, by the provisions of this Agreement, alleged violations are subject to the grievance procedure, except regarding those issues identified in this Agreement as being subject to the Civil Service appeal process only.

### **Article 3 Prevailing Rights**

**Section 1.** The City agrees that except in an emergency, any employee practices allowed during working hours as of the effective date of this Agreement will not be changed by rule or ordinance unless the change is first submitted to the Committee for Union-Management Cooperation for consideration. After such consideration, the City may implement the proposed change. Emergency changes will be submitted to the Committee for Union-Management Cooperation after implementation.

**Section 2.** The employer and the Union agree that no changes shall be made to the terms and conditions of employment as set forth in this Agreement for the term of this Agreement except by mutual agreement of the parties in writing. Any disagreement between the parties in this area shall be subject to the grievance procedure, except in those matters identified in this Agreement as being subject to the Civil Service appeal process.

**Section 3.** The employer agrees not to enter into any agreements, including those provided by law, with the unit employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

### **Article 4 Discrimination**

**Section 1.** The City and the Union agree not to discriminate against any employee covered by this Agreement for any reason where discrimination is prohibited by federal or state law nor because of the employee's membership or nonmembership in the Union. Other than Union membership, any dispute concerning the interpretation and/or application of this section shall be processed through the Civil Service appeal process where applicable or the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

## **Section 2. Americans with Disabilities Act.**

The parties agree that the City may take action that is in accord with what is legally permissible under the Americans with Disabilities Act (“ADA”) in order to be in compliance with the ADA and its amendments, notwithstanding any other provisions of this Agreement.

## **Article 5 Payroll Deduction of Union Dues**

**Section 1.** The City shall deduct regular biweekly Union dues from the pay of each employee covered by this Agreement provided that at the time of such deduction there is in the possession of the SFFR payroll clerk of the City a current unrevoked written assignment, executed by the employee, in the form and according to the terms of the authorization form shown as Exhibit A and made a part hereof. Such authorization may be revoked by the employee and at any time by giving written notice thereof to the SFFR payroll clerk of the City.

**Section 2.** Previously signed and unrevoked written authorizations shall continue to be in effect for any employee reinstated following layoff, leave of absence, or suspension not exceeding 60 days; previous authorizations of other employees rehired or reinstated shall not be considered in effect.

**Section 3.** Such authorized deductions shall be made from every payroll period of each calendar month and will, within ten days, be remitted to the duly elected Treasurer of the Union. The Union shall advise the SFFR payroll clerk of the City in writing the name of such official of the Union.

**Section 4.** If the SFFR payroll clerk of the City receives an employee authorization on or after the tenth day prior to any payroll period of the calendar month, no deductions will be made for that payroll period. If the SFFR payroll clerk of the City receives an employee revocation of authorization before the tenth day prior to any payroll period of the calendar month, no deductions will be made from that payroll period or subsequent payroll periods. If such revocation is received on or after the tenth day of any payroll period, a deduction will be made from such payroll but shall not be made for subsequent payroll periods.

**Section 5.** At the time of execution of this Agreement, the Union shall advise the SFFR payroll clerk of the City, in writing, the exact amount of regular biweekly Union dues in the exact dollar amount or dues formula amount for each Union member. If, subsequently the Union requests the City to deduct additional biweekly Union dues, such request shall be effective only upon written assurance by the Union to the SFFR payroll clerk of the City that additional amounts are regular biweekly Union dues duly approved in accordance with the Union’s constitution and bylaws. Such form shall be in accordance with the form as shown herewith in Exhibit A and such form shall be treated for all purpose in like manner as the initial authorization form.

**Section 6.** The City shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; and, if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee’s next pay period in which Union dues are normally deducted after written notification to the SFFR payroll clerk of the City of the error or omission. If the City makes an overpayment to the Union, the City will deduct that amount from the next remittance to the Union. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or



judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

## **Article 6 Hours of Work**

**Section 1.** The City agrees to maintain a 27-day work period with a maximum of 204 non-overtime hours for employees assigned to a shift schedule only for the term of this Agreement or until modifications are required by applicable state or federal wage and hour statutes. If it becomes necessary for the City to modify the work period for any reason prior to the expiration of this Agreement, the City or the Union may reopen the contract for the purpose of renegotiating the work schedule and only those portions of this Agreement directly impacted by the modification of the work schedule.

The City agrees that any additional work schedules will conform to the regulations and requirements regarding hours of work, wages, overtime, and other provisions of the Federal Fair Labor Standards Act (FLSA) and all other federal or state statutes that may be applicable.

### **Section 2.**

- A. All employees assigned to fire suppression shift schedules shall be placed on a fixed work period. The beginning and ending time of the fixed work period shall be established as a result of the change in scheduled work time versus scheduled time off.
- B. All newly hired employees assigned as a cadet in firefighting and suppression training may be placed on a 27-day work period. Hours worked will be flexible to accommodate training outside the traditional 24-hour shift schedule for the duration of the designated Fire Academy assignment.
- C. Time-off schedules for employees assigned to a 27-day work period, having regular starting and quitting times, may be permanently or temporarily changed by the City in order to meet the varying conditions and needs of SFFR.
- D. Any requested changes on the scheduled shift-off list shall be approved by the Chief Officer in Charge of the shift or battalion and employees directly involved.
- E. The City agrees to maintain a work schedule based on an average 56-hour workweek for fire suppression personnel.
- F. The City reserves the right to create new peak load work schedules based on a workweek shorter than 56 hours for fire suppression personnel. Except as otherwise stated in this Agreement, any newly created peak load staffing that is not based on a 56-hour workweek will have the same biweekly pay rate and benefit levels proportionate to 40-hour benefits. Any new peak load schedules based on a workweek shorter than 56 hours will be brought before and agreed upon at the Committee for Union-Management Cooperation meeting before implementation.

**Section 3.** All employees assigned to 40-hour work schedules shall be placed on a 40-hour, 7-day work cycle. Daily and weekly individual work schedules for employees assigned to 40-hour schedules, having regular starting and quitting times, may be permanently or temporarily changed by the City in order to meet the varying conditions and needs of SFFR.

**Section 4.** Flextime work schedules may be implemented where feasible upon approval of the Fire Chief contingent on the following:

- A. Does not impair service to the public.
- B. Does not result in the need for additional personnel.
- C. Does not create overtime.
- D. Starting and quitting times may vary as long as the employee works the number of assigned hours in the work schedule.
- E. Flextime work schedules may revert to either a five 8-hour day workweek or to a four 10-hour day workweek totaling a 40-hour workweek when a holiday occurs in that workweek. If an employee is on a four 10-hour day workweek, he will be permitted to use two hours of vacation, personal leave, or compensatory leave on the day the holiday occurs, in addition to the 8 hours of holiday pay in order to maintain a 40-hour week.

**Section 5.** Employees assigned to a 40-hour schedule shall be permitted one 15-minute rest period during each 4-hour period of an 8-hour shift, except during calls to emergencies. It shall be taken near the middle of each 4-hour period whenever feasible. For work beyond an 8-hour day, rest periods shall be permitted in the same intervals as provided in this section. Rest periods are not cumulative and so may not be accumulated to be used during periods other than those specified. The times when breaks are to be taken during each day shall be determined by SFFR.

**Section 6.** When a shift employee attends training that is commensurate with a 40-hour work schedule, they will record their travel time and actual time spent in the training sessions in TeleStaff. The shift employee shall not have their salary reduced if their actual hours worked, while attending a 40-hour training schedule, do not equal their 27-day work period. The employee's 27-day work schedule, travel time, and actual time spent in the 40-hour training sessions shall dictate hours actually worked for purposes of computing overtime. The shift employee, upon returning from a 40-hour training duty assignment, shall not be required to report for duty until their next regularly scheduled shift. If the employee chooses not to return to work and will have worked less than the scheduled hours in the current work period, the employee must use a time-off benefit or accrued comp time to make up the hours.

**Section 7.** In the event an employee is subpoenaed to act as a witness in their capacity as an employee of the City, and subject to the approval of the Fire Chief, all time spent in legal proceedings as a witness shall be compensable at the employee's regular base hourly rate of pay, provided that all witness fees, allowances, or other remuneration received by the employee for their participation as a witness shall be promptly delivered to the City.

**Section 8.** Nothing in this Article or anywhere else in this Agreement shall be construed as a guarantee of a specific number of hours or work per week for any employee covered by this Agreement.

**Article 7  
Staffing**

**Section 1.** The City agrees to provide staffing sufficient to maintain the operations of SFFR at an effective level. The City of Sioux Falls reserves the right to operate, direct, and manage employees and operations.

**Article 8  
Wages**

**Section 1.** The pay grade for employees shall be established by position as follows:

<b>Position</b>	<b>Grade</b>
Firefighter	805
Fire Apparatus Operator	810
Fire Captain	815
Fire Protective Equipment Technician	822
Uniformed Fire Inspector	820
Civilian Fire Inspector	821
Civilian Fire EMS Educator	821
Emergency Vehicle Technician/Certified	800\801

**Section 2.** The pay grades for classifications in this bargaining unit (as set forth in Exhibit D) shall be adjusted based upon cost of living adjustment (COLA) and market-based considerations according to the following table:

<b>Year</b>	<b>COLA</b>	<b>Market</b>	<b>Total</b>
2021	0.0%	1.5%	1.5%
2022*	0.0%	0.0%	0.0%
2023*	0.0%	0.0%	0.0%

(\*As per Article 58, "Duration of Agreement", Section 2; the parties agree to reopen this Agreement by May 1, 2021, to negotiate Article 8, including Exhibit D.)

Pay grades for 2021 shall become effective January 11, 2021, in conjunction with the first day of the first complete pay period beginning in the new calendar year, except as otherwise specified in this Contract, and shall remain in effect for 2022 and 2023 pending reopening of this Agreement as per Article 58, "Duration of Agreement, Section 2."

**Section 3.** Effective January 1, 2021, Firefighters, Fire Apparatus Operators, and Fire Captains who are also a certified paramedic shall receive a five (5) percent increase in their base hourly rate of pay when assigned to act in the capacity of a paramedic as classified in SFFR Standard Operating Procedure 300.9, ALS.

**Section 4.** In no event shall an adjustment in step placement be made during the life of this contract except for disciplinary matters, which may include unsatisfactory performance by the employee, or to correct administrative errors.

**Section 5.** The effective date of a step advancement will be computed from the beginning of a payroll period if the personnel action is taken up to seven days past the beginning of the payroll period. If the personnel action is taken on or after the eighth day preceding the

beginning of the payroll period, the step advancement will be computed from the beginning of the next payroll period.

**Section 6.** Employees holding the rank of Firefighter will be eligible for step advancement pursuant to the following table:

<b>Step</b>	<b>Years of Completed Service</b>
1	0-1
2	1
3	2
4	3
5	4
6	6
7	8
8	10
9	12

Employees holding the rank of Fire Apparatus Operator will be eligible for step advancement pursuant to the following table:

<b>Step</b>	<b>Years of Completed Service</b>
1	3
2	4
3	6
4	8
5	10
6	12
7	15

Employees in the position of Emergency Vehicle Technician/Certified and Fire Protective Equipment Technician will be eligible for step advancement pursuant to the following table:

<b>From Step</b>	<b>To Step</b>	<b>Waiting Period In Months</b>
1	2	12
2	3	12
3	4	12
4	5	12
5	6	24
6	7	24
7	8	24
8	9	24

An employee hired as an Emergency Vehicle Technician/Certified and Fire Protective Equipment Technician may be placed in a step greater than Step 1 based on years of relevant experience. Such step placement shall be at the discretion of the hiring authority and approval of the Director of Human Resources.

The employee's step anniversary date, for purposes of step advancement eligibility as identified in this section, is the employee's date of hire with SFFR.

**Section 7.** The rank of Fire Inspector includes a Civilian Fire Inspector pay grade and a Uniformed Fire Inspector pay grade. The Uniformed Fire Inspector pay grade applies only to employees who have been promoted from other SFFR ranks.

**A. Civilian Fire Inspector**

From Step	To Step	Waiting Period In Years
1	2	1
2	3	1
3	4	1
4	5	3
5	6	3
6	7	3
7	8	3

The employee's step anniversary date, for purposes of step advancement eligibility as identified in this category, is the employee's date of hire with SFFR.

**B. Uniformed Fire Inspector**

Step	Years of Completed Service as a Fire Inspector
1	0
2	3
3	6
4	9
5	12

The employee's step anniversary date for purposes of step advancement eligibility as identified in this category is the employee's date of promotion to Fire Inspector. An employee must complete the years of service in the rank of Fire Inspector within a particular step prior to eligibility for advancement into the next step.

An employee may be placed in a step greater than Step 1 based on years of SFFR service in the rank of Fire Captain. Such step placement shall be at the discretion of the Fire Chief. Should an employee be placed above Step 1, eligibility for step advancement shall be based on the date of promotion in three-year intervals.

**Section 8.** Employees holding or promoted to the rank of Fire Captain will be eligible for step advancement pursuant to the following tables:

**A. Fire Captain**

Step	Years of Completed Service as a Fire Captain
1	0
2	3
3	6
4	9

The employee's step anniversary date for purposes of step advancement eligibility as identified in this section is the employee's date of promotion to Fire Captain. An employee

must complete the years of service in the rank of Fire Captain within a particular step prior to eligibility for advancement into the next step.

Inspectors who are promoted to Captain will be placed in the next step that is higher in pay than their pay as Inspector. The date of promotion to Fire Captain will become the employee's step anniversary date.

**Section 9.** Employees holding the position of Civilian Fire EMS Educator will be eligible for step advancement pursuant to the following table:

**A. Civilian Fire EMS Educator**

<b>From Step</b>	<b>To Step</b>	<b>Waiting Period In Years</b>
1	2	1
2	3	1
3	4	1
4	5	3
5	6	3
6	7	3
7	8	3

The employee's step anniversary date for purposes of step advancement eligibility as identified in this category is the employee's date of hire with SFFR.

**Section 10.** If cause is shown by the Fire Chief, advancement to the next higher step may be denied. Any employee denied a step advancement at the time of their eligibility may be given an increase any time thereafter.

**Section 11.** Except in cases of military leave, an employee's step anniversary date may be adjusted if the employee's service is interrupted by unpaid leave or disciplinary action of 30 or more calendar days in a year or if an employee's step advancement is delayed without retroactivity on the basis of performance, or if the date is adjusted as the result of the terms of this Agreement. If cause is shown on the basis of performance and a step increase is delayed, the month and day when the step is eventually granted will become the employee's new step anniversary date. The year of the step anniversary date changes as the employee moves step to step.

**Section 12.** A designated training position shall receive a 12.9 percent increase in pay to their regular base hourly rate while assigned to training duties. The training position designation shall be considered a duty assignment that is made at the sole discretion of the Fire Chief.

**Section 13.** A SFFR Firefighter who is assigned to the SFPD SWAT team as a tactical medic and is designated and required to act in a tactical environment to assist any injured personnel will receive additional pay of \$1.00 per hour added to their base hourly rate of pay from the time of dispatch until they are released from the scene and the person is not acting in the capacity of a tactical medic. When the tactical medic is training or responding off duty, they will receive overtime or compensatory time as covered under Article 9—Overtime.

**Section 14.** Any hours worked related to a SFFR deployment outside of Sioux Falls will be calculated in the same manner as work hours based on the employee's normal 27-day, 204-hour, or if applicable, 40-hour week work-cycle. Any hours actually worked over and above the normal 27-day, 204-hour, or 40-hour week work cycle will be compensated as

extra duty. All hours worked will be reflected on the incident crew time record (CTR). Any compensable hours worked that are not recorded on the CTR have to be approved by the Fire Chief (i.e., vehicle or equipment repair, etc.). Any deployment where the Incident Commander requires the employee to be on standby during their scheduled time off will be considered standby and the employee will receive standby pay of \$1.70 per hour for those hours. If a contract or agreement is in place between the agencies involved, it will govern the rates of compensation for per diem.

## **Article 9 Overtime**

**Section 1.** Employees covered by this Agreement shall be paid at the rate of 1 1/2 times their regular base hourly rate of pay for all authorized hours worked in excess of 40 hours in a 7-day work cycle if assigned to a 7-day work schedule, or in excess of 204 hours in a 27-day work period if assigned to a 27-day work period.

To earn overtime as pay or compensatory time as set forth in this Article, an employee must have actually worked for a period of time in excess of 40 hours for 40-hour employees or 204 hours for shift employees. Forty-hour employees will not be permitted to use paid leave benefits to accumulate hours worked in excess of 40 hours for purposes of earning additional overtime.

Forty-hour employees will not be permitted to exceed a regular workday beyond their established regular number of daily work hours through the use of vacation, personal leave, compensatory leave, sick leave, or other paid time-off benefits.

**Section 2.** Extra duty work, hours actually worked, or hours granted as holiday leave, paid vacation, sick leave, and personal leave shall be considered as hours actually worked for purposes of computing overtime. Hours worked on Emergency Call-in, Standby, workers' compensation leave time, or hours scheduled and taken as compensatory leave, or any other hours not specified in this Agreement as hours actually worked for purposes of computing overtime, shall not be considered hours actually worked for purposes of computing overtime.

### **Section 3. Extra Duty Roster.**

The Extra Duty Roster shall be established and regulated by SFFR Administrative Policy 400.2 and 400.4 for out-of-city deployments. Changes to these policies may be made outside of the collective bargaining process; however, the changes must be mutually agreed upon by the Committee for Union-Management Cooperation before implementation.

### **Section 4. Compensatory Time: 40-Hour Employees.**

Employees assigned to a 40-hour schedule shall be allowed to accumulate compensatory time off, up to a maximum balance of 80 hours. Compensatory time will be accumulated at the rate of 1 1/2 times the number of hours actually worked in excess of 40 in lieu of overtime pay. When an employee requests compensatory leave, it shall be scheduled by their Chief Officer in Charge in the same manner as vacation as provided in SFFR's Administrative Policy. All paid benefit leave requests have priority over compensatory leave. If an employee requests compensatory time in lieu of overtime pay, such time cannot be converted to pay at a later date, except upon termination of employment with the City, or as otherwise specified in this Agreement.

## **Section 5. Compensatory Time: Shift Employees.**

To accommodate SFFR training, travel, and meetings, employees assigned to a 27-day work period shall be allowed to accumulate compensatory time off, up to a maximum balance of 96 hours. Compensatory time will be accumulated at the rate of 1 1/2 times the number of hours actually worked in excess of 204 hours in a 27-day work period in lieu of overtime pay. Compensatory time shall be scheduled off by management. If the Battalion Chief must postpone compensatory time off, he will notify the employee no later than 30 calendar days prior to the scheduled time off. Compensatory time-off balances must be exhausted prior to separation or promotion into a management position with SFFR.

**Section 6.** The provisions of this Article shall not be construed to prevent the City from retaining necessary employees, as determined by the City, in those positions requiring specialized training or skills.

**Section 7.** Under no circumstances will a duplication or pyramiding of overtime hours be permitted in the determination of hours actually worked for purposes of computing overtime pay.

**Section 8.** Any time an employee who is not already on or scheduled to be on duty is called in from home to work in a nonemergency or nonstandby situation, the employee shall receive a minimum of two hours of pay at the guaranteed overtime rate of 1 1/2 their regular base hourly rate, except as otherwise specified in this Agreement. This provision shall not apply to scheduled meetings, medical exams, or other scheduled events. Assignments of this nature shall be hours actually worked for purposes of computing overtime.

## **Section 9. Regular Overtime Rate.**

As used in this Agreement is the premium rate paid for all hours actually worked by an employee which are in excess of 40 hours in a week or in excess of 204 hours in a 27-day work period that have not already been specifically guaranteed as overtime. The overtime rate is 1 1/2 times the employee's regular rate of pay in accordance with the Fair Labor Standards Act. Any reference to overtime, time and one-half, or pay at 1 1/2 times the regular base rate in this Agreement, which is not specifically identified as "guaranteed" overtime, will be defined as regular overtime in application.

## **Section 10. Guaranteed Overtime.**

Shift employees shall be paid overtime at the rate of 1 1/2 times their regular base hourly rate for a guaranteed twelve (12) hours worked during a 27-day work period.

As used in this Agreement is premium pay based upon the specific type of hours worked, such as emergency call-in or standby hours worked. Hours which are specified as "guaranteed" are paid at the overtime rate of 1 1/2 times the regular base hourly rate. Since the specified hours are already guaranteed overtime pay, they are not counted again as hours actually worked for purposes of calculating additional overtime for the week or pay cycle. If counted again as hours actually worked toward overtime, the result would be a duplication or pyramiding of overtime, which is not permitted by the terms of this Agreement.



## **Article 10 Emergency Call-In**

### **Section 1. Emergency Call-In.**

- A. An employee not already on duty, who has been called in for emergency duty to work outside of their regular shift schedule, shall be guaranteed overtime to be paid at a rate equal to 1 1/2 times their regular base hourly rate of pay for the number of hours worked outside of their scheduled tour. The minimum pay for this emergency duty shall not be less than 2 hours at the guaranteed overtime rate, unless the emergency duty begins less than 2 hours prior to the beginning of the start of the employee's scheduled shift, in which case the employee will be paid the guaranteed overtime rate only for the amount of time worked before their regularly scheduled shift begins.
- B. Emergency call-in begins when an employee reports to the station where their appropriate protective gear is located and ends when the employee is returned to the assigned emergency duty station or personal vehicle and is released by the Chief Officer in Charge, or when the employee's regularly scheduled shift begins, whichever is earlier.
- C. An "emergency call-in" for fires or other emergencies as determined by the Chief Officer in Charge is a requirement to report to work on a nonscheduled day or during nonscheduled hours to work an unspecified period of time, provided the employee is requested to report to work as soon as possible after receiving the request.
- D. A requirement that an employee work an adjusted schedule or additional hours, or work in excess of their normal scheduled hours, shall not be treated as an emergency call-in.
- E. The number of hours worked on Emergency Call-In, which are paid at the guaranteed overtime rate, shall not be counted as hours actually worked for purposes of computing additional regular overtime.

### **Section 2. Administrative Policy.**

Emergency Call-In shall be regulated by SFFR Administrative Policy 400.1. Changes to this policy may be made outside of the collective bargaining process; however, the changes must be mutually agreed upon by the Committee for Union-Management Cooperation before implementation.

## **Article 11 Acting Pay**

**Section 1.** Any SFFR employee who is temporarily assigned to perform duties by the City which are not contemplated within the scope of function of the employee's own rank\job description and are the duties of a higher rank\job description where the maximum rate of pay is higher than that of the employee's regular assigned pay grade shall receive a 5 percent increase in their basic hourly rate, provided the employee first actually carries out the duties of the higher rank for 8 or more consecutive hours of each appointment. The employee shall receive this hourly differential retroactive for each hour worked in the acting capacity.

**Section 2.** Any SFFR employee appointed to act as a Chief Officer in Charge shall receive a 5 percent increase in their basic hourly rate for each hour worked in the acting capacity,

provided the employee is assigned to accept the responsibilities and carry out the duties for 8 or more consecutive hours of each appointment for shift employees, or no less than 8 consecutive hours in a single workday of each appointment for 40-hour employees.

**Section 3.** To be eligible for acting pay, the employee must actually work for 8 or more consecutive hours and may not be absent through the use of time trades, paid time-off benefits, or any other type of leave during the acting period.

Acting positions shall be appointed at the sole discretion of the Fire Chief.

**Section 4.** Except as specifically provided in this Article, employees of SFFR may be temporarily required to accept the responsibilities and carry out the duties of a position or rank above which he normally holds in the course of their normal duties without additional compensation.

## **Article 12 Certification and Promotion**

**Section 1.** Certification for members of the bargaining unit shall be established by SFFR Administrative Policy 600.1, "Certification and Professional Development."

**Section 2.** In addition to this Article, SFFR Administrative Policy 600.1, "Certification and Professional Development", shall govern certifications. Changes to this policy may be made outside the collective bargaining process; however, must be mutually agreed upon at a Committee for Union-Management Cooperation meeting before implementation.

**Section 3.** The Training Certification and Career Development Committee will recommend the required certifications for members of the bargaining unit as well as the education and training objectives for the requirements listed in SFFR Administrative Policy 600.1, "Certification and Professional Development."

**Section 4.** When requested, the Training Certification and Career Development Committee will review an employee's outside training against required NFPA standard prerequisite/requisites. After review, employees presenting evidence meeting the necessary requirements will be recommended for either evaluation or certification by the Fire Chief. The Fire Chief will be the certification authority and represent the agency having jurisdiction for purposes of NFPA certification.

**Section 5.** Criteria for promotion and promotional testing within the bargaining unit, excluding Emergency Vehicle Technician/Certified, shall be as follows:

A. Fire Apparatus Operator:

1. All candidates must have a minimum of three years' service with SFFR as a Firefighter.
2. All candidates must have a satisfactory service rating.

B. Fire Captain:

1. All candidates must have held the rank of Firefighter with SFFR and must have completed probation as a Fire Apparatus Operator and have a minimum of six years' service with SFFR.
2. If there are not a sufficient number of passing candidates from the Fire Apparatus Operator rank to fill all open Fire Captain positions at time of testing, SFFR

personnel holding the rank of Firefighter that have completed all the certifications for the rank of Fire Apparatus Operator and have a minimum of eight (8) years of service with SFFR will also be eligible to be a candidate for the rank of Fire Captain. Firefighter eligibility will reset to the parameters detailed in Section 5B1 following either a successful initial testing cycle with no unfilled Fire Captain positions, or upon a second testing that includes eligible Firefighter candidates.

3. All candidates must have a satisfactory service rating.

C. Fire Inspector:

1. All candidates must have a minimum of three years' experience with SFFR.

2. All candidates must have a satisfactory service rating.

3. In the event no SFFR employee applies for or passes the civil service promotional examination process, or not enough candidates pass to fill existing vacancies, the City has the right to hire outside the SFFR bargaining unit without complying with paragraphs 1, 2, and 3 of this section.

4. If hiring outside the SFFR bargaining unit occurs, employees are eligible to apply for Fire Inspector as a civilian.

5. All candidates, whether SFFR employee or civilian, must hold or be able to obtain certification set by SFFR Administrative Policy 600.1, "Certification and Professional Development."

6. Where a newly hired civilian employee does not obtain the requisite certification as specified in this Article, such employee will be terminated. Where a promoted employee does not attain the requisite certification as specified within this Article, such employee will be returned to their former position\rank and pay. The Fire Chief may grant extensions to this requirement.

D. SFFR will offer certification classes required by SFFR Administrative Policy 600.1, "Certification and Professional Development," to candidates for promotion who have not had the opportunity to obtain necessary certifications before promotional testing is provided.

E. Civilian Fire EMS Educator:

1. In the event SFFR wishes to hire a Civilian Fire EMS Educator, the qualifications will be based on the specific needs of the area of emphasis the Educator will provide.

2. Current employees will be eligible to apply for a Civilian Fire EMS Educator position provided they meet the minimum qualifications.

**Section 6.** A permanent vacancy is created when the City decides to increase the workforce and fill a new position(s) or when there is a termination, promotion, demotion, or discharge and the City decides to replace the previous incumbent. The City retains sole discretion in determining whether vacancies exist.

**Section 7.** Promotional examinations shall be conducted when deemed necessary by management to meet the needs of SFFR and will comply with the Civil Service Board requirements.

**Section 8. Promotion/Transfer Probation.** A promotion or transfer within the ranks of SFFR shall not be deemed complete until a period of probation of six months has elapsed. If, at any time during the probation period, a promoted or transferred employee is appraised less than satisfactory in overall performance, the employee shall be returned to the position from which they were promoted or transferred. Before returning the employee to their previous position, the Fire Chief has the option to extend the probationary period an additional six months. The action of returning a promoted or transferred employee to their former position is not cognizable under civil service as outlined in Article 48, Section 6.

The probationary period for a promotional or transferred employee will be extended for a period of time equal to the length of absence for any probationary employee who is absent from their position for more than 30 calendar days.

**Section 9. Return to Former Position.** During the first six months immediately following the date of promotion or transfer, the promotional or transferred employee may request to be returned to their former position. Requests of this nature will result in a return to the former position and pay grade with the return date to be determined by the Fire Chief.

Holidays, vacation time, and sick leave shall not be considered a break in continuous time for purposes of this Article.

**Section 10.** When an employee is promoted in rank, the employee shall be placed into the pay grade of the new rank commensurate with their years of service.

**Section 11.** NFPA 1071 Emergency Vehicle Technician certification and a possession of a Commercial Driver License (CDL) is mandatory for the 801 pay grade. Upon certification, the employee shall go to the same step with the same anniversary date as they were in the prior pay grade 800. The City shall provide, upon request, manuals and testing fees for Emergency Vehicle Technician certification.

## **Article 13 Seniority**

**Section 1.** Seniority shall be defined as follows:

- A. For purposes of this Article, seniority of service shall be defined as the total length of continuous service with the employer since the employee's last date of hire into SFFR less any adjustments due to layoff, approved leaves of absence without pay, or any other breaks in service. If more than one person is hired on the same day, then that person occupying the highest position on the certified civil service entrance examination list shall receive seniority preference. Where a tie exists in test score, seniority preference shall be based on alphabetical order of the person's last name.
- B. For purposes of determining length of vacation, all continuous service within the City in any department shall be considered.
- C. For purposes of determining vacation scheduling and holiday requests, all continuous service in SFFR shall be considered.

**Section 2.** Seniority may be terminated for only the following reasons:

- A. The employee quits.
- B. The employee is discharged and the Civil Service Board, or a reviewing court, does not reverse the discharge.

- C. The employee is laid off for a period of more than two years.
- D. The employee retires. An employee on a disability retirement who is brought back to work within five years of retirement shall retain all their seniority back to their original hire date.
- E. The employee fails to report to work within 14 calendar days after the City sends notification of recall by certified mail to the laid-off employee's last known address. To protect their seniority, it is the laid-off employee's responsibility to keep the Human Resources department informed of the laid-off employee's current address and telephone number.
- F. Absence from work due to off-the-job injury or sickness for 12 months following expiration of all paid time-off benefits.

**Section 3.** The City will update a seniority list for each rank category should layoffs take place. The City will furnish or send an electronic copy of the seniority list to all employees. Such list will show names of employees and their date of hire by the City. The City will also provide a time-in-rank list, based on the employee's appointment date to current rank. Employees must bring alleged errors on the seniority list to the attention of the Human Resources department in writing 60 calendar days of the list being issued, or such errors are waived by the employee affected and the list will stand as posted.

**Section 4.** Supervisors who are promoted out of the bargaining unit and remain in SFFR shall continue to earn bargaining unit seniority and may exercise that seniority in the event a return to the bargaining unit is required.

**Section 5.** New employees will be considered probationary employees for 16 months. Should a probationary employee be absent from the job for more than 30 calendar days, the probationary period will be extended for the period of absence to enable the employee to complete their full probationary period.

A promotion, transfer, or reclassification from a City classification outside the classifications covered by this Contract into the rank of Firefighter shall not be deemed complete until a period of probation not to exceed 16 months has elapsed.

**Section 6.** During the probationary period, a probationary employee may be disciplined, laid off, or otherwise dismissed at the sole discretion of the City, and neither the reason for the disciplinary action, discharge, layoff, or dismissal may be the subject of a grievance or of a Civil Service Board proceeding. Recognizing that a probationary employee has very limited rights in conjunction with this Contract, he/she may elect to have Union representation present during any related investigatory interviews.

## **Article 14 Layoff and Recall**

**Section 1.** Whenever it becomes necessary in SFFR for lack of work or funds or on grounds of economy or any other proper and legal cause to reduce the workforce in any rank category, the appointing officer shall designate the rank category from which the layoff shall take place. No full-time employees will be laid off while part-time employees are still employed. Employees serving in the affected rank category will be laid off in the inverse order of their appointment as a Civil Service employee in their department. The last one to be appointed will be the first one to be laid off.

**Section 2.** The City shall give at least 60 days' notice to the Union of its intention to make force adjustments resulting in layoff.

**Section 3.** An employee who is notified by the City that the employee is to be laid off shall have seven days to exercise the following options in the order listed:

1. Claim the job of the employee having the least seniority of all employees in the claimant's rank.
2. Claim the job of the employee having the least seniority of all the employees in the rank(s) the claimant previously held.

An employee may not claim a job unless the City determines he is able to perform satisfactorily and he meets the minimum qualifications for the position or is able to prove the ability to do so within 30 calendar days after claiming the position.

**Section 4.** An employee whose job is claimed will be laid off unless the employee is eligible and able to avoid such layoff by exercise of the options listed in Section 3. The employee on entrance probation shall be laid off in inverse order of hiring.

**Section 5.** An employee who exercises an option under Section 3 and claims a position having a lower maximum biweekly rate of pay shall be decreased to the salary step closest to their present biweekly rate.

**Section 6.** The employee who is actually laid off shall be placed on a reinstatement eligibility list for two years. If there is a recall, employees shall be recalled to their former rank where possible in the inverse order of their layoff, provided they are presently qualified to perform the work to which they are recalled without further training.

**Section 7.** If the employee is recalled to a rank lower than the one he held at time of layoff, he shall have the right to return to the rank he held prior to being laid off in the event it subsequently becomes available.

If the employee is recalled to a lower rank, the employee shall have the right to refuse the recall.

The City shall not hire new employees in the bargaining unit as long as there are employees on the reinstatement list who are presently qualified to perform the work in the rank and are willing to be recalled to the said rank.

**Section 8.** If the layoffs also result in a reduction in the current number of Captains, Inspectors, and/or Fire Apparatus Operators, the reduction shall be based on time in rank. The employee shall have the right to return to the rank held prior to the reduction in the event it subsequently becomes available.

**Section 9.** The laid-off employee shall accept and be available for reemployment within 14 calendar days after receiving the notice of recall. The notice of recall shall be sent to the laid-off employee's last known address by certified mail. To protect their seniority, it is the laid-off employee's responsibility to keep the Human Resources department informed of the employee's current address and telephone number.

**Section 10.** Reinstatement of benefits for laid-off employees reemployed through recall shall be as follows:

- A. Any employee laid off and later reemployed by the City must apply for health/life/dental coverage as a new employee unless reemployed within 18 months of layoff, provided the employee retains and pays for said coverage during those 18 months.

- B. Pension benefits may be reinstated in accordance with Chapter 39 of the City Code of Ordinances.
- C. Laid-off employees who are reemployed by the City within two years since their layoff will have their sick leave accrual reinstated and the employee will earn sick leave at the present accrual rate.
- D. When an employee is laid off from City service, the employee will be paid in full for vacation hours earned to date. If an employee is reemployed with the City before the two years have elapsed since layoff, that employee will begin to accrue vacation leave at the same rate as when the employee was laid off.
- E. All seniority rights will be retained but not accumulated during layoff and reinstated upon reemployment within two years from the date of layoff.
- F. Employees called back to their former rank will receive their former rate of pay and all increases in pay which were applied during the period of layoff. Employees called back to work in a lower rank with a lower maximum rate of pay shall be applied as specified in Section 5 of this Article.

## **Article 15 Leaves of Absence**

**Section 1.** Absence from duty without authorization or failure to report after an authorized leave has expired or has been disapproved, revoked, or cancelled shall be grounds for suspension, demotion, or discharge.

**Section 2.** The Fire Chief shall have authority to approve an unpaid leave of absence up to a maximum of 14 consecutive calendar days. Requests for unpaid leaves of absence for a duration longer than 14 calendar days shall require the approval of the Fire Chief and Human Resources Director. No leave of absence, whether granted, extended, or continued, shall exceed one year, except as otherwise provided in this Article. Requests for unpaid leave of absence will usually only be considered in the event that the employee has used all available paid leave time. The Fire Chief may grant exceptions to this policy.

**Section 3.** Military leaves of absence shall be taken in accordance with Article 24, Military Service Leave.

**Section 4.** Should a probationary employee be absent from the job for an approved leave without pay, the probationary period will be extended to enable the employee to complete a full probationary period.

**Section 5.** An employee on approved unpaid leave of absence annually exceeding 30 days shall accrue seniority through the 30th day of leave, and shall retain their seniority as of that day. Seniority shall not be accumulated following the 30th day of unpaid leave annually except as specifically provided by state or federal law.

Sick leave time or vacation shall not be accumulated during an authorized unpaid leave of absence of one or more hours.

When an employee is suspended without pay for just cause, or absent without authorization, all accruals of vacation and sick leave will be suspended as well as for the entire period of unpaid absence.

An employee on an authorized unpaid leave of absence is not guaranteed reemployment at the termination of the leave except as specifically otherwise provided in this Agreement or by state or federal law.

**Section 6.** Except as otherwise provided in this Agreement or by state or federal law, health/dental/life insurance coverage may be continued during a leave of absence without pay, so long as the employee continues to pay 100 percent of the premium for that coverage at the City group insurance rates one month in advance of coverage.

Time absent while receiving pay subsidy through the City's Sick Leave Assistance Program will be treated in the same manner as an authorized unpaid leave of absence, except as otherwise specifically provided in this Agreement.

## **Article 16 Family/Medical Leave**

### **Section 1. Eligibility.**

The Family and Medical Leave Act (FMLA) requires the City to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for certain family, medical, and military reasons during a 12-month period. Employees are eligible for FMLA leave if they have worked for the City for at least one year and worked 1,250 hours over the previous 12 months.

### **Section 2. Use of Paid Leave Benefits—Concurrent With FMLA.**

The City requires employees to use paid leave benefits before unpaid leave may be granted. FMLA regulations require that an eligible employee be granted FMLA leave at the time a qualifying family or medical event occurs, whether the employee has paid leave available to him or not.

If an employee has available paid leave benefits at the time family/medical leave is required, the family/medical leave will run concurrently with the use of those paid leave benefits until they are exhausted or until the available 12-week FMLA leave period ends, whichever comes first. Use of eligible paid leave benefits for FMLA events as detailed in this Article must comply with the City's policies/definitions for use of paid time-off benefits. If an employee's available paid leave benefits are exhausted prior to the end of the 12-week FMLA period, the remainder of the period shall be granted as unpaid leave.

### **Section 3. Reasons for Taking FMLA Leave—Family, Medical, and Military.**

The following conditions represent qualified FMLA leave:

#### **Family Leave (includes Maternity/Paternity Leave):**

- A. For birth of a son or daughter and to care for the newborn child.
- B. For placement of a son or daughter for adoption or foster care.

#### **Medical Leave:**

- A. To care for the employee's spouse, son or daughter, or parent who has a serious health condition.
- B. Because of a serious health condition that makes the employee unable to perform the employee's job.



## **Military Leave:**

- A. Because of any “qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation; or
- B. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious injury sustained in the line of duty on active duty is entitled up to 26 weeks of leave in a single 12-month period to care for a service member.

## **Section 4. Use of City Leave Benefits.**

If an employee has available paid leave benefits at the time family medical leave and maternity/paternity leave is required, the family medical leave will run **concurrently** with the eligible use of those paid leave benefits until they are exhausted or until the available 12-week FMLA leave period ends, whichever comes first. Use of leave during the FMLA period can be taken incrementally or consecutively. If an employee’s available paid leave benefits are exhausted prior to the end of the 12-week FMLA period, the remainder of the period shall be granted as unpaid leave. Usage of City leave benefits per qualified FMLA event is detailed below:

- To care for an employee’s newborn child, adopted or foster child. (Family/Maternity/Paternity Leave)
  - Eligible paid time-off benefits include vacation leave, personal leave, holiday leave, comp time, and up to a maximum of eight consecutive weeks of sick leave. Any leave beyond the eight consecutive weeks will require the use of other paid time-off benefits, such as vacation, personal leave, or comp time. If an employee chooses to take less than eight consecutive weeks of sick leave, any leave outside their consecutive leave period will require the use of other paid time-off benefits. This leave can be taken any time within one year of the child’s birth or placement.
- To care for the employee’s spouse, son, daughter, or parent with a *serious health condition*. (Medical Leave)
  - Eligible paid time-off benefits include sick leave, vacation leave, holiday leave, personal leave, and comp time.
- Because of a *serious health condition* that makes the employee unable to perform the functions of the employee’s job. (Medical Leave)
  - Eligible paid time-off benefits include sick leave, vacation leave, holiday leave, personal leave, and comp time.
- Because of any “qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. (Family Leave)
  - Eligible paid time-off benefits include vacation leave, holiday leave, personal leave, and comp time.
- An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious injury or illness incurred in

the line of duty on active duty is entitled up to 26 weeks of leave in a single 12-month period to care for a service member. (Medical Leave)

- Eligible paid time-off benefits include sick leave, vacation leave, holiday leave, personal leave, and comp time.

### **Section 5. Requesting Leave and Notice Requirements.**

- A. In the case of FMLA family leave taken for the care of a healthy newborn child, newly adopted child, or newly placed foster child, the leave may be taken in a single period, or intermittently not to exceed 12 weeks which must commence within 12 months after the date of the child's birth or placement for adoption or foster care. The employee is required to submit to the City, prior to the commencement of the FMLA family leave, a signed statement that he intends to return to their position upon expiration of the leave. In addition, the employee must provide at least two weeks' advance notice of the date he intends to return to work. Circumstances may require that FMLA family leave for the birth of a child, or for placement for adoption or foster care, begin prior to the actual birth or placement.
- B. An employee requesting FMLA medical leave for the serious illness of a child, spouse, or parent or for their own personal serious health condition will be permitted to take the 12 weeks of FMLA leave either consecutively or intermittently. Each time FMLA leave is requested on this basis, the employee must request the FMLA leave, except where leave is not foreseeable, at least two weeks prior to the date the leave is to begin. The employee may be required to provide written certification from a medical physician describing the nature of the health condition and its probable duration. The employee must also provide the employer with two weeks' notice prior to return to work date, whenever practicable.

### **Section 6. Medical Certification and Recertification.**

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met. The City may require medical certification to support a request for leave because of a serious health condition and may require second or third opinions (at the City's expense) and a fitness for duty report prior to returning to work.

The City may require recertification no more frequently than every 30 days unless (a) employee requests extension; (b) circumstances change significantly; and (c) employer doubts validity of the certification or the employee's stated reason for the absence. Certification and recertification when required will be at the employee's expense. No second or third opinion on recertification can be required.

### **Section 7. Health Plan Benefits—Returning From Leave.**

Health/dental insurance benefits will be maintained for the employee during the family/medical leave period provided that the employee continues to pay the employee portion of the premium for that insurance at least one month in advance of the coverage. If the employee chooses not to return to work for reasons other than a continued serious health condition, or other circumstances beyond the employee's control, the employee will be required to reimburse to the City the amount paid for the employee's health insurance premium during the leave period.

Employees returning from family/medical leave shall be returned to their previous position, or a similar position, with the same rate of pay as they received prior to the commencement of the unpaid family/medical leave.

### **Section 8. Administration.**

In all cases, it is the employer's responsibility for determining whether leave qualifies as FMLA. The City may inquire as to the nature of the need for leave in order to assess the application of FMLA. Except as otherwise provided in this Article, all family/medical leave will be administered according to the requirements of the Family and Medical Leave Act and the National Defense Authorization Act.

## **Article 17 Jury Duty**

An employee called upon for jury duty must submit notification of the jury assignment date to the Fire Chief or designee.

Any employee who is called upon for jury duty shall not suffer any loss of pay; provided, however, that upon the termination of jury duty, the employee shall as soon as practicable following the actual date of the termination of jury duty submit to the payroll clerk a report of the money received as a juror. That amount received as a juror will be deducted from the employee's next paycheck. An employee who is compensated for jury duty on a day that is other than a regular scheduled workday shall retain such compensation for that day without paycheck deduction.

## **Article 18 Time Trades**

**Section 1.** Fire suppression employees shall have the right to trade shifts with the approval of the Chief Officers in Charge of the employees affected, subject to the restrictions set forth in this Article, and when the change does not interfere with the normal operation of SFFR.

- A. Shift exchange or time trade between employees of unequal rank will be allowed only by special permission of the Chief Officers in Charge of the shifts affected.
- B. An employee is not permitted to owe one or any combination of other employees more than a net 240 hours of time trades except as indicated in Section 5.

**Section 2.** The City shall incur no additional wage responsibility or additional accrued benefits liability because of a shift exchange.

**Section 3.** The hours worked shall be excluded by the City in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation. Where one employee substitutes for another, each employee will be credited as if he had worked their normal work schedule for that shift.

**Section 4.** The practice of an employee who relieves another employee on a previous shift prior to and within two hours of their scheduled starting time shall not require advanced approval as a time trade.

**Section 5.** In the event that an employee must be on extended leave from work due to illness, injury, or surgery that does not result from outside employment, and is expected to return to work, and if the employee has used all available paid benefits, the Fire Chief may,

at their discretion, approve time trades for the employee. This provision shall not be used for the purposes of extending an employee's official date of separation from the City when the employee is not expected to return to work.

**Section 6.** Employees who have already agreed to work a certain period of time for another employee as a time trade will not be permitted to trade time with another employee to work the same period on the same scheduled day. The Chief Officer in Charge may specifically authorize exceptions to this restriction should the on-duty employee be required to leave work to attend to a verifiable personal emergency.

**Section 7.** Deviations from the provisions listed in this Article shall be allowed only by special permission of the Fire Chief.

**Section 8.** Time trades shall not be permitted or used to extend an employee's date of separation from the City.

**Section 9.** In the event the employee working a time trade becomes sick before the workday starts or thereafter, the employee originally scheduled to work shall be responsible for arranging a replacement to work their part of the time trade.

## **Article 19 Union Business**

**Section 1.** The City agrees to grant the necessary time off, without discrimination and without pay, to Union officers and a reasonable number of official delegates designated by the Union to attend a labor convention and to any one person the necessary time off, without discrimination and without pay, to serve up to two years in any official Union capacity. Reasonable notice of absences will be given by the Union to the City, but absences for labor conventions shall require 15 days' notice.

**Section 2.** Members of the Union Negotiating Team will be allowed to attend all contract negotiation sessions agreed upon by the City for the time frame specified. The Union Executive Board will be allowed to attend routine Union committee meetings in their assigned duty stations, which do not disrupt normal departmental operations, during regularly scheduled duty hours for a maximum of six hours per week with approval of the Chief Officer in Charge. Such time spent in negotiation sessions or in routine Union committee meetings during duty hours shall be used in computing weekly overtime. The employee will be subject to call by the Chief Officer in Charge.

**Section 3.** Members of the Union designated by the Executive Board shall investigate and present grievances to the Chief Officer in Charge of the shift or division affected in accordance with the provisions of this Agreement.

**Section 4.** Each member of the Union designated by the Executive Board shall be permitted a period of time not to exceed 102 hours per year to investigate, present, and process grievances during working hours without loss of time or pay. Such time spent investigating and processing grievances during duty hours shall not be used in computing overtime. All time spent in investigating, presenting, and processing grievances must be documented on the steward's time sheet. The steward, while on duty performing these grievance activities, will be subject to call.

**Section 5.** Except as specifically provided in this Article, employees shall not be permitted to conduct Union business or activities during duty hours.

## **Article 20 General Rules and Regulations**

**Section 1.** The general rules and regulations of SFFR are hereby adopted by this reference, attached hereto and marked Exhibit B, and by this reference made a part of this contract the same as though set out in full.

Rules regarding City-owned property, equipment, and/or facilities shall be established at the sole discretion of the Fire Chief.

**Section 2.** Except in an emergency that precludes prior discussion, changes in the general rules and regulations will first be submitted to the Committee for Union-Management Cooperation for consideration. After such consideration, the City may implement the proposed change. Emergency changes in the general rules and regulations will be submitted to the Committee for Union-Management Cooperation after implementation. The change may be the subject of a grievance proceeding under the terms of this Agreement, except in those matters identified in this Agreement as being subject to the Civil Service appeal process.

**Section 3.** Disputes over new or changed general rules and regulations shall be subject to the grievance procedure, except in those matters identified in this Agreement as being subject to the Civil Service appeal process.

**Section 4.** Changes in the general rules and regulations will be distributed to the Union and such rules and regulations shall be posted by the City on station bulletin boards and/or published in the form of a manual.

## **Article 21 Grievance Procedure**

**Section 1.** A grievance is defined as a dispute involving the interpretation or application of an express provision of this Agreement raised by an employee or by a group of employees with respect to a single common issue. Matters identified in this Agreement as subject to the City's Civil Service provisions and appeal procedures shall not be subject to the grievance procedures set forth in this Agreement.

**Section 2.** No grievance shall be entertained or processed unless it is submitted within 30 calendar days after the occurrence of the event giving rise to the grievance or within 30 calendar days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance. If a grievance is not presented within the time limits set forth above, it shall be considered 'waived.' If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer.

**Step 1.** Within the 30-day time limit specified in Section 2 of this Article, the employee(s) or a designated representative may submit a grievance to the Chief Officer in Charge of the battalion, shift, or division affected. Grievances may not be presented to acting Battalion Chiefs. Any such grievance shall be submitted in writing using a grievance form as shown in Exhibit C. The grievance form shall be signed by the aggrieved employee(s) and/or a designated Union representative. An incomplete grievance form shall be returned to the aggrieved employee and/or their designated representative for completion

and the time limits will be extended up to seven calendar days or until the form is returned in its completed format, whichever is the lesser. The written grievance shall contain a complete statement of the facts, the provision(s) of the agreement which the City is alleged to have violated, the date of the alleged violation, and the relief requested. The aggrieved employee shall have the right to process their grievance individually, by the Union, and/or by an attorney. The Chief Officer who received the grievance shall sign the form when it is presented.

**Step 2.** The Fire Chief shall provide a written answer to the grievance within 30 calendar days of receipt of the grievance and will discuss the grievance answer with the employee and/or Union representative at a mutually agreeable time. At any time prior to the Fire Chief's written answer, the parties may meet to discuss the grievance and proposed settlements.

**Step 3.** If the aggrieved employee is not satisfied with the Fire Chief's answer and the grievance is still unresolved, the employee may appeal under the provisions of SDCL 3-18.

**Section 3.** It is agreed that all time limitations in this Article may be extended by mutual agreement of all parties involved. Extensions must be granted in writing.

**Article 22  
Vacations**

**Section 1. Accumulation—Full-time Employees.**

- A. Any regular full-time employee of SFFR shall be granted vacation with pay provided such leave shall be based on the employee's employment anniversary date and shall accrue on a monthly basis.
- B. Vacation leave accrual shall begin with the employee's first day of regular employment. Eligibility for use of vacation leave shall begin after accrual of the benefit.
- C. Employees of SFFR who are assigned to a 24-hour shift schedule shall receive a full or prorated vacation benefit with full pay based on the following schedule, and each new level in the schedule shall become effective in the month in which the employee's employment anniversary date occurs, and available for use on the first day of the following month:

<b>Years of Service</b>	<b>Monthly Accrual Level</b>
Less than 4.....	10.00 hours
4 but less than 7 .....	12.00 hours
7 but less than 9 .....	14.00 hours
9 but less than 11 .....	16.00 hours
11 but less than 13 .....	18.00 hours
13 but less than 16 .....	20.00 hours
16 and over .....	22.00 hours

For employees hired after December 31, 2011, the maximum balance of unused vacation for shift employees in any circumstance detailed in this Article shall not exceed 264 hours.

- D. Employees assigned to a 40-hour schedule shall receive a full or prorated vacation benefit with full pay based on the following schedule, and each new level in the

schedule shall become effective in the month in which the employee's employment anniversary date occurs, and available for use on the first day of the following month:

<b>Years of Service</b>	<b>Monthly Accrual Level</b>
Less than 5.....	6.75 hours
5 but less than 10.....	10.00 hours
10 but less than 11.....	10.75 hours
11 but less than 12.....	11.50 hours
12 but less than 13.....	12.00 hours
13 but less than 14.....	12.75 hours
14 but less than 15.....	13.50 hours
15 but less than 16.....	14.00 hours
16 but less than 17.....	14.75 hours
17 but less than 18.....	15.50 hours
18 but less than 19.....	16.00 hours
19 years and over.....	16.75 hours

For employees hired after December 31, 2011, the maximum balance of unused vacation for 40-hour scheduled employees shall not exceed 201 hours.

- E. The maximum vacation earned in any one month shall not exceed the provisions of the above schedules.
- F. The Fire Chief, at their sole discretion, may authorize the use of vacation leave for shift employees outside of the advanced scheduling provisions of Section 4 of this Article. Such vacation leave may be taken in less than 24-hour increments.
- G. Vacation leave for employees assigned to a 40-hour schedule shall be taken in increments of not less than one hour.

**Section 2. When Taken.**

- A. Vacation shall be taken at the time the Fire Chief designates. In designating vacation time, the seniority and preferences of officers or employees shall be followed unless absence of the employee or officer will impede the operation of SFFR.
- B. Management reserves the right to blackout a minimal number of days throughout the year in order to support special events or project needs of the department. Vacation and holiday selection will be limited or unavailable on those dates.
- C. Employees may schedule vacation prior to its anticipated accrual, but may not use vacation until after it has been accrued as specified in this Article.
- D. Vacation time shall not be scheduled or used in any manner for purposes of extending an employee's official date of separation from the City.

**Section 3. Maximum Balance and Payment.**

- A. Employees assigned to a 24-hour shift schedule may accumulate vacation as set forth in Section 1 of this Article without limitation, provided that as of December 31 of each calendar year the employee's maximum balance of unused vacation shall not exceed 312 hours, or 264 hours for employees hired after December 31, 2011. Any unused vacation hours remaining in an employee's balance in excess of the allowable hours (264 or 312) as of 12 midnight on December 31 of every year shall be forfeited, except as specifically set forth in this Article.

- B. Employees assigned to a 40-hour schedule may accumulate vacation as set forth in Section 1 of this Article without limitation, provided that as of December 31 of each calendar year the employee's maximum balance of unused vacation shall not exceed 240 hours, or 201 hours for employees hired after December 31, 2011. Any unused vacation hours remaining in an employee's balance in excess of the allowable hours (201 or 240) as of 12 midnight on December 31 of every year shall be forfeited, except as specifically set forth in this Article.
- C. In the event of discharge, resignation in good standing, or in the event of death, any vacation time the officer or employee has accumulated and has not used before the date of separation of their employment, shall be paid at the employee's regular base hourly rate as of the date of separation to the officer or employee or to the surviving spouse, or if no spouse survives to their estate as follows:
  - 1. Shift employees hired before December 31, 2011, up to a maximum of 312 hours.
  - 2. Shift employees hired after December 31, 2011, up to a maximum of 264 hours.
  - 3. 40-hour employees hired before December 31, 2011, up to a maximum of 240 hours.
  - 4. 40-hour employees hired after December 31, 2011, up to a maximum of 201 hours.

Under no circumstances shall payment be made for accumulated vacation in excess of 240 hours for 40-hour employees or 312 hours for Fire shift employees, except as specifically provided in this Article.

- D. Except as specifically set forth in this Article, no payment may be made in lieu of vacation.

#### **Section 4. Annual Vacation Picks.**

Vacation for shift employees shall be scheduled in 24-hour increments. There shall be a split seniority system for scheduling vacations. This system cycles every three years. Each year when vacation requests are submitted for the following year, each employee may be required to indicate to the Chief Officer in Charge the maximum amount of vacation the employee intends to use in the following year.

- A. **First year**—Seniority year, each member picks their vacation by seniority with SFFR, by rank, on the member's assigned shift. The seniority year shall be designated as January 1, 2012, and shall occur every third year thereafter. The seniority is split for all members with three years of completed service with SFFR as of January 1 of each year.
- B. **Second year**—The members assigned to each shift shall be assigned to Group "A" or Group "B" if they will complete three years of service within the three-year alignment time frame, but will not be placed until they have completed their three years of service. The odd-numbered seniority member of each rank shall be placed in Group "A," and the even-numbered seniority member of each rank shall be placed in Group "B." Group "A" has first pick of vacations, followed by Group "B," and then followed by seniority of the members having less than three years of completed service.



- C. **Third year**—Group “B” has first pick of vacations followed by Group “A,” and then followed by seniority of the members having less than three years of completed service.
- D. Vacation picks for the months of June, July, August, and premium months according to SFFR Administrative Policy 510.1 shall be limited to no more than six consecutive days per pick.
- E. The Fire Chief or Chief Officer in charge may modify or adjust an employee’s vacation schedule when necessary to maintain the effective operation of SFFR.

**Section 5.** If an employee is absent from work through December 31 of a calendar year due to a duty-incurred injury, and such absence causes the employee to be unable to schedule some of their remaining unused vacation, the employee shall be permitted to carry over the amount of vacation unused due to the duty-incurred injury or illness into the next calendar year to be used as leave. This vacation carryover amount shall not exceed 204 hours more than the regular maximum carryover amount identified in Section 3C for shift employees, or 160 hours over the maximum regular carryover amount identified in Section 3C for 40-hour employees. Under no circumstances will any employee be compensated for unused vacation due to a duty-incurred injury or illness except as otherwise provided in this Article.

**Section 6.** In addition to this Article, SFFR Administrative Policy 510.1, Benefit Scheduling, shall govern benefit scheduling. Changes to this policy may be made outside the collective bargaining process; however, must be mutually agreed upon at a Committee for Union-Management Cooperation meeting before implementation.

### **Article 23 Holidays**

**Section 1.** Holidays shall mean days in which regular employees of the City whose services are not essential on holidays are permitted to absent themselves from work with pay.

**Section 2.** The following days are established as official holidays of the City:

New Year’s Day	January 1
Martin Luther King Day	Third Monday in January
Presidents’ Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Native American Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

**Section 3.**

- A. When an official holiday falls on Sunday, the following Monday shall be designated as a substitute holiday and observed as the official holiday.
- B. When an official holiday falls on a Saturday, the preceding Friday shall be designated as a substitute holiday and observed as the official holiday.

#### **Section 4. Holiday Pay Eligibility for 40-hour Employees.**

- A. Forty-hour employees shall receive eight hours pay at their regular base hourly rate of pay for the day on which a designated holiday is observed.
- B. Holiday pay eligibility for employees who are reassigned to a 40-hour schedule from a shift schedule shall be calculated by multiplying their shift holiday bank by 0.476.
- C. Any remaining designated holidays with eligibility as calculated in Section 4B will be administered by Section 4A of this article.
- D. For any remaining designated holidays without pay eligibility as calculated in Section 4B, the employee will be permitted to use eight hours of vacation, personal leave, compensatory time off, or authorized unpaid leave to maintain their regular base pay for that pay period. Vacation or personal leave may not be used in place of a subtracted holiday in a workweek if the employee's hours worked in the workweek equal or exceed 40 hours.
- E. For any holiday pay eligibility as calculated in Section 4B, without remaining observed designated holidays, the employee shall be permitted to schedule holiday pay on day(s) approved by management.
- F. All hours granted as holiday pay in a week shall be considered as hours actually worked for purposes of computing overtime for that week.
- G. An employee shall not be paid holiday pay for holidays which occur during an approved unpaid leave of absence. If a holiday immediately precedes or follows the approved unpaid leave of absence, the employee must work or be on authorized paid leave the regularly scheduled workday preceding or following the designated holiday to be paid for that holiday.
- H. An employee on paid authorized leave during a period in which a designated holiday falls shall be considered on holiday leave for that day, unless otherwise specified in this Agreement.
- I. An employee on unauthorized leave or suspension without pay the workday before a designated holiday falls shall not be paid for the holiday.

#### **Section 5. Holiday Leave for Shift Employees.**

- A. Shift employees shall be granted annually seven (7) floating holidays as holiday leave which may be scheduled as additional shifts off during the calendar year.
- B. During the 2016 bargaining session (for the 2017–2018 labor contract), the City and Local 814, IAFF, mutually agreed to reduce three of the ten previously identified holidays for shift employees as a means of eliminating 12-hour k-days from the work schedule.
- C. Holiday leave eligibility for employees reassigned to a shift schedule from a 40-hour schedule shall be calculated by multiplying the number of holiday hours remaining, or eligible for in the calendar year by 2.1.
- D. Any remaining holiday leave eligibility as calculated in Section 5B will be administered by Section 6 of this article.

- E. For any remaining scheduled holiday leave without holiday leave eligibility as calculated in Section 5B, the employee will be permitted to substitute vacation, personal leave, and/or compensatory time-off.
- F. Holiday leave for new employees or employees on an approved unpaid leave of absence, unauthorized absence, or suspension shall be prorated according to 6.444 hours holiday leave per pay period as of the employee's assignment to shift schedule or during the employee's unpaid leave, unauthorized absence, or suspension.
- G. In the event an employee is discharged from employment, resigns their position, or retires, the excess used holiday leave will be subtracted from the employee's remaining vacation leave balance. If the remaining vacation leave balance does not have sufficient hours to cover the excess used holiday leave, the difference will be deducted from the employee's final paycheck.
- H. Upon discharge, resignation, retirement, or death, holiday leave shall not be compensated for in cash nor shall the date of separation be extended through the use of holiday leave. Holiday leave shall not carry forward from one calendar year to the following calendar year.

**Section 6.**

- A. In addition to this Article, SFFR Administrative Policy 510.1, Benefit Scheduling, shall govern benefit scheduling. Changes to this policy may be made outside the collective bargaining process; however, must be mutually agreed upon at a Committee for Union-Management Cooperation meeting before implementation.
- B. Holiday leave may only be scheduled in the same calendar year in which the designated holidays occur. Employees will not be permitted to carry any holiday leave beyond that calendar year.
- C. Holidays shall not be scheduled or used in any manner for purposes of extending an employee's official date of separation from the City.
- D. Employees anticipating resignation or retirement in a given year may not reserve holidays from being scheduled in that year for purposes of receiving those holidays in pay at the time of their separation from the City.

**Section 7.** If a City-designated holiday occurs while a 40-hour employee is absent from work due to a duty-incurred injury, the employee shall be paid regular holiday pay for that day at the employee's regular base hourly rate of pay as of the employee's last day worked immediately preceding the absence from work. This regular holiday pay shall be taxable and shall be paid in lieu of the workers' compensation payment at the rates specified in this section for that day.

If an employee assigned to shift duty is absent from work through December 31 of a calendar year due to a duty-incurred injury, or while on personal sick leave due to personal illness or injury, and such absence causes the employee to be unable to schedule any remaining unused holiday leave, the number of holiday leave days unused due to this absence shall be scheduled for the employee during the absence, before the end of the calendar year. On the day(s) scheduled as holiday leave during the absence, the employee shall be paid regular holiday pay for the day(s) at the employee's regular base hourly rate of pay as of the employee's last day worked immediately preceding the absence from work. This regular holiday pay shall be taxable and shall be paid in lieu of the workers'

compensation payment at the rates specified in this Article for that day. If the employee's absence was due to personal sick leave, the employee must provide written verification from a medical physician certifying that the employee was unable to return to work by December 31 due to the personal illness or injury.

This substitution of holiday pay is only administrative and will not otherwise affect the employee's workers' compensation status.

## **Article 24 Military Service Leave**

**Section 1.** Request for Military Leave of Absence. An employee who wishes to be granted military leave of absence must submit the request and a copy of their official orders or other records from the military service to their Chief Officer in Charge within 14 calendar days of receiving them. If the reservist or National Guard member submits a copy of their official annual training schedule prior to the beginning of the year's military activities, the employee need only submit separate requests and orders for those training duties not included on the annual schedule, or when the annual schedule is modified.

**Section 2.** Active Duty. An employee who enlists or is called into active duty for the military service of the United States or who, in time of national emergency, voluntarily enlists for active duty, shall be granted military leave for the time necessary to permit completion of the military service.

In order to have reemployment rights, a person leaving active duty in the military service of the United States must apply to the City for reemployment within the allowable time periods established under the Uniformed Services Rights and Reemployment Rights Act (USERRA) of 1994, as amended.

**Section 3.** Reserve or National Guard: Initial Active Duty for Training, Annual Encampment, Weekend Drill, and Other Training Duty. An employee who enlists as a reservist or a member of the National Guard shall be granted time off for initial active duty for training, annual training encampment, weekend training drills, and other active and inactive training duty. The time granted off can be without pay or use of vacation, holidays, personal leave, or compensatory time, but not sick leave.

The reservist or National Guard member must report back to their civilian job at the beginning of their first regularly scheduled shift on the first day after the completion of initial active duty for training or other training duty plus the necessary travel time to return from the training site to the place of employment. They are entitled to a reasonable rest time, and a reasonable time thereafter if return is delayed by factors beyond their control. If an employee fails to report to their job within this specified time period, they may be subject to the penalties which would be imposed on any employee who is tardy or absent without permission.

If an employee separates their employment with the City in order to enlist in the Reserves or National Guard, he must reapply to the City within 31 days after their separation from initial active duty for training in the Reserves or National Guard in order to retain reemployment rights.

**Section 4.** In time of a national emergency, an employee of the City at the discretion of the Mayor may be granted a leave of absence to permit them to engage in work for the United States which may reasonably and fairly be defined as aiding in the national defense of the

United States. This leave of absence, if granted by the Mayor, shall be for a period of time as may be necessary to permit the employee to complete the service for the United States government, together with any additional time, not exceeding 90 days, as may be reasonably necessary to enable the employee to resume their duties with the City, for the leave of absence may only be granted upon written request of the government of the United States or any other of its authorized agencies.

**Section 5.** Seniority Rights. During a military leave of absence, the seniority eligibility rights of an employee shall continue and accumulate in the same manner and to the same extent as if said leave of absence had not been granted and the employee had been continuously in the employ of the City. An employee on military leave of absence shall be entitled to all rights and benefits as are defined by applicable federal statute.

Employees activated to service by the President of the United States because of war or reasons attributed to the war on terrorism may be eligible to receive pay augmentation in such cases where their base military rate of pay is less than the base rate of pay received from the City at the time they went on active duty. When an employee's base military pay is less than the employee's base City pay at the time of activation, the employee may be eligible for payment for the difference under the following provisions and/or guidelines:

- A. Pay augmentation will be based upon the employee's current base hourly/biweekly rate and their current monthly military base rate identified in their actual monthly military paystub.
- B. Pay augmentation shall begin the first full day following activation.
- C. Hours actually worked or time-off benefits used that count toward hours worked in any full month while activated shall be deducted from any pay augmentation.
- D. Any COLA adjustments, as agreed to in the current labor agreement between the City and IAFF, shall be included when determining eligibility for any monthly pay augmentation.
- E. Those employees eligible to receive pay augmentation must submit the actual monthly military pay stub to the City. Once the calculations have been computed, the City will provide such payment in the next available scheduled pay period.
- F. Employees who are eligible and receive pay augmentation, as set forth in this subsection, will have the employee pension contribution temporarily suspended only for purposes of pay augmentation as described in this subsection.
- G. Employees activated to service pursuant to this section shall be entitled to accrue sick leave, holiday leave, and vacation leave benefits, subject to the limitations in this Agreement, as if they had remained in continuous service to the City.

**Section 6.** Probationary Employee. An employee who is serving on probation may likewise be granted a military leave of absence under the provisions of the above sections of this Article.

**Section 7.** Any employee who participates in any branch of the military service of the United States is covered by and subject to Federal Statute, U.S. Code Title 38, Chapter 43, and all other applicable statutes.

## **Article 25 Sick Leave**

**Section 1.** Sick leave is hereby defined to mean the absence of an employee or officer because of illness, injury, exposure to a contagious disease, or attendance upon a member of immediate family due to illness or injury, provided that no officer or employee, unless officially assigned to special duty shall be granted sick leave for any injuries or illness resulting from any employment other than that required in the course of their assigned duties with the City. Employees who are discharged from military duty orders will be allowed to use sick leave for absences due to injury or illness associated with their military duty as long as such member is not otherwise receiving other benefits such as incapacitation pay through the military. If an employee is receiving military benefits or pay during such absences, they may not use sick leave simultaneously.

Members of the immediate family shall mean parent, spouse's parent, child, spouse, spouse's child, or dependent residing in the employee's home. An employee may also be permitted to use sick leave for attendance upon an employee's grandparent, grandchild, or sibling affected with a serious medical condition. Such officer or employee shall receive full compensation during sick leave provided that in no case shall such pay be in excess of the amount an officer or employee would receive in a scheduled workweek or shift.

If an employee or officer must be absent because of illness, injury, exposure to a contagious disease, or attendance upon a member of immediate family due to illness or injury as provided above, the employee or officer may not substitute vacation, holidays, personal leave, compensatory time off, or other paid time-off benefits in place of sick leave for the duration of the absence, unless all available sick leave has first been exhausted in a manner consistent with this Article, or as may otherwise be specified in this Agreement. An exception to this rule may be made at the discretion of the Fire Chief, under special circumstances where substitutions will not result in overtime or reductions in manpower.

**Section 2.** Sick leave shall be granted as a privilege and not a right, and the claim of such leave shall be subject to such investigation as the Fire Chief deems necessary.

**Section 3.** There is hereby established a sick leave schedule which shall apply to SFFR 40-hour employees. It shall not apply to temporary, contractual, part-time officers, or part-time employees.

- A. Any officer or employee of the City covered by this section shall be granted sick leave at the rate of 3.70 hours for each two weeks of completed service.

Each employee shall have deducted from their accumulated sick leave one hour for each hour of absence while on sick leave. An employee who does not take the full amount of sick leave granted in any one calendar year may accumulate the amount from year to year.

**Section 4.** There is hereby established a sick leave schedule which shall apply to SFFR shift employees; it shall not apply to temporary, contractual, part-time officers, or part-time employees:

- A. Any uniformed member of SFFR working a 56-hour schedule shall be granted sick leave at the rate of 5.54 hours for each full two weeks of service.

Each employee shall have deducted from their accumulated sick leave one hour for each hour of absence while on sick leave. An employee who does not take the full

amount of sick leave granted in any one calendar year may accumulate the amount from year to year.

**Section 5.** Any officer or employee who works less than 40 hours a week shall be given credit for sick leave based on the actual amount of hours worked.

**Section 6.** Up to two hours per visit of sick leave pay may be used for either physician or dental appointments provided the appointment has been scheduled during the employee's regular-scheduled hours.

**Section 7.** Sick leave may be used for illnesses attributed to pregnancy. During the time that an employee or the employee's spouse is considered disabled due to pregnancy, childbirth, or complications thereof, the employee shall be able to use sick leave. The dates of such disability for which payment under the sick leave policy is claimed shall be verified by a statement from a medical doctor.

In no event may an employee claim sick leave pay in excess of the amount credited to that employee's accumulation.

**Section 8.** The Chief Officer in Charge, Fire Chief, or the Director of Human Resources may require that sick leave be granted only by a certificate evidencing such sickness, signed by the employee's attending medical doctor, or such authority may require the employee report to a City-designated medical doctor for a physical examination.

In any event, no sick leave with pay shall be granted for a period longer than three consecutive workdays unless a certificate from a duly licensed medical doctor is presented to the Fire Chief or the Human Resources Director. In such instance, the employee must present a completed Return to Work Certificate (Exhibit E) upon returning to duty from a sick leave absence of more than three consecutive workdays. The Fire Chief may require that an employee submit to a fitness-for-duty examination by a City-designated physician before returning to work.

**Section 9.** Modified Duty. If, in the opinion of the employee's medical doctor, and/or in the opinion of a City-designated medical doctor at the City's request, the employee is physically able to perform duties of another nature, the officer or employee may request an available temporary modified duty assignment. The Fire Chief may assign such modified duty at their sole discretion. The Fire Chief may require that an employee submit to a fitness-for-duty examination by a City-designated physician before returning to regular duty.

**Section 10.** Not more than one day of sick leave may be allowed for attendance upon a member of the immediate family requiring the care or attendance of such employee, with the exception that more than one day may be approved for this purpose if supported by a written statement from the attending medical doctor, including an explanation of why the employee's attendance is necessary. The Fire Chief may grant exceptions to the requirements of this section.

**Section 11.** When an employee becomes ill or is injured or quarantined while on vacation, the period of such illness, injury, or quarantine may be charged to sick leave if the employee submits a written certification from a medical doctor or other recognized health care provider confirming their illness, injury, or quarantine, and the dates the employee was limited by such condition.

**Section 12.** At the discretion of the Chief Officer in Charge, absence from work because of illness of a person other than those listed in this Article will be taken as vacation, holiday, compensatory leave, or personal leave day, or leave without pay.

## **Article 26 Sick Leave Payout**

**Section 1.** Any employee or officer, upon separation from City service, except under the provisions of Article 24 and this Article, shall not receive any payment for accumulated sick leave.

- A. Any 40-hour SFFR nonmanagement employee who has accumulated a base amount of sick leave equal to or greater than 48 hours times the number of years (and portions thereof) employed by the City shall, upon separation from the City with at least 15 years of service, disability retirement, or death while in service of the City, be entitled to receive one-fourth of their accrued banked sick leave hours paid at their rate of pay. In case of death while in service of the City, the employee's beneficiary shall be entitled to receive the sick leave payment as specified in this section.
- B. Any shift SFFR employee who has accumulated a base amount of sick leave equal to or greater than 72 hours times the number of years (and portions thereof) employed by the City shall, upon separation from the City with at least 15 years of service, disability retirement, or death while in service of the City, be entitled to receive one-fourth of their accrued banked sick leave hours paid at their rate of pay. In case of death while in service of the City, the employee's beneficiary shall be entitled to receive the sick leave payment as specified in this section.

## **Article 27 Funeral Leave**

**Section 1.** A 40-hour SFFR nonmanagement employee who has to make arrangements for or attend a funeral on their regularly scheduled workday may use up to a maximum of ten days of sick leave in one calendar year. A shift employee who has to make arrangements for or attend a funeral on their regularly scheduled workday may use up to a maximum of four duty shifts of sick leave in one calendar year. The Fire Chief may grant additional days for funeral leave.

## **Article 28 Personal Leave**

**Section 1.** Personal Leave Days. Employees who are on 40-hour schedules as of January 1, or hired or transferred to a 40-hour assignment on or after January 1 and before July 1, shall be granted 16 hours of personal leave for that year and each year thereafter. Employees who are hired on or transferred to a 40-hour assignment on or after July 1 and before December 1 shall receive 8 hours of personal leave for that year. Employees hired or transferred to a 40-hour assignment on or after December 1 shall not be eligible for personal leave in that year. When an employee requests personal leave, it shall be scheduled by supervisors in the same manner as days off. Personal leave shall be taken in segments of one (1) hour or more, unless less than one hour of personal leave is available, in which case, the employee must take the remaining personal leave in a single increment.



An employee hired after December 21, 1981, and before January 1, 2001, shall receive an additional 8 hours of personal leave a year.

**Section 2.** A shift employee hired after December 21, 1981, and before January 1, 2001, shall receive 12 hours of personal leave a year. Personal leave shall be scheduled by the Chief Officer in charge according to SFFR Administrative Policy. Personal leave shall be taken in segments of one (1) hour or more, unless less than one hour of personal leave is available, in which case the employee must take the remaining personal leave in a single increment.

**Section 3.** Employees transferring from a 40-hour schedule to a shift schedule on or after January 1, and before February 1, shall have the number of hours of personal leave used during that period, if any, deducted from their balance of vacation leave hours at the 40-hour rate prior to the transfer. Employees transferring from a 40-hour schedule to a shift schedule on or after February 1, and before July 1, shall have the number of hours of personal leave used in excess of 8 hours in the year to date, if any, deducted from their balance of vacation leave hours at the 40-hour rate prior to the transfer. Shift employees who are temporarily assigned to a 40-hour schedule shall not be granted personal leave during the temporary assignment.

**Section 4.** Upon discharge, resignation, retirement, or death, personal leave not used shall not be compensated for in cash nor shall the date of separation be extended through the use of unused personal leave.

**Section 5.** An employee hired after December 21, 1981, and before January 1, 2001, who is eligible to receive the additional 8 hours of personal leave may select pay for the day. Payment shall be made at the employee's base hourly rate compensated for in the first payday of December of the eligible year. The personal leave pay will be calculated using 8 hours for regular full-time 40-hour employees and 12 hours for shift employees.

At the time of vacation selection, employees hired between December 21, 1981, and January 1, 2001, must inform the Chief Officer in Charge whether they wish to take their 12 hours of personal leave as pay or leave.

**Section 6.** Personal leave hours shall not carry forward from one calendar year to the following calendar year.

## **Article 29 Duty-Incurred Injuries and Disease**

**Section 1.** Any SFFR officer or employee sustaining a duty-incurred injury or disease which will likely result in a loss of work time must see a medical doctor or must visit a hospital emergency room as soon as possible after the injury or disease is sustained.

Any SFFR officer or employee suffering a loss of pay as the result of sustaining a disabling injury by accident or occupational disease under SDCL 62-8-1 arising out of and in the course of employment for the City, which disabling injury or disease was not caused by willful neglect on the part of such officer or employee, shall in lieu of sick leave receive workers' compensation payment at the rate of 80 percent of the employee's regular base weekly earnings, not including overtime, as of the date of the injury for a period of six months after the date of injury. If at any time such payments become taxable, the employee or officer shall receive additional compensation to offset these taxes. Additional compensation shall be computed as follows:

- A. Eighty percent of base pay as of the date of injury shall be considered minimum pay; and
- B. For every 5 percent of workers' compensation deemed taxable, the officer or employee shall receive an additional 1 percent of base pay as of the date of injury added to minimum pay as defined in paragraph A. above; and
- C. If the portion of such payment that is deemed taxable is not in exact 5 percent increments, the next highest 5 percent shall be used in computing the wage payment (example: 62.5 percent shall be 65 percent).

After that six-month time period has elapsed, such officer or employee shall receive the rate from time to time specified by South Dakota Workers' Compensation Law, and accrued sick leave, vacation, personal leave, compensatory time off (40-hour employees), or holiday leave (shift employees) may be used to maintain their net regular base weekly earnings, not including overtime, as of the employee's last day worked immediately preceding the most recent absence from work due to a duty-incurred injury.

**Section 2. Modified Duty.** If, in the opinion of the employee's medical doctor, and/or in the opinion of a City-designated medical doctor at the City's request, the employee is physically able to perform duties of another nature, the officer or employee may be assigned to those duties at the sole discretion of the City.

If modified duty within those restrictions is not available with the City, the employee or officer may be permitted to engage in outside employment within the work restrictions set by the physician due to the duty-incurred injury, provided that before engaging in such outside employment, the employee submits to the City in writing the name, address, and phone number of the outside employer, a description of the duties to be performed in the outside employment, and the approximate number of hours to be worked per day in the outside employment. Failure to submit this information to the City in writing prior to engaging in outside employment may result in discontinuance of workers' compensation benefits.

Any employee reassigned to duties of another nature during the first six months immediately following the date of injury shall receive the same pay and benefits earned at the time of injury. After that six-month period has elapsed, the employee may be compensated at a rate of pay determined by the City commensurate with the modified assigned duties, not to exceed the employee's rate of pay as of the date of injury. If the rate of pay for the modified duty assignment is less than the employee's rate of pay as of the date of injury, the pay may be supplemented with workers' compensation payments as specified by South Dakota Workers' Compensation Law. This reassignment may continue for a period determined by the City not to exceed 12 months after reassignment to other duties. Upon the employee's return to their rank and full unrestricted duties held at the time of injury, the employee shall be paid at their current rate of pay including step advancements or pay rate adjustments they would have otherwise received during the absence from their regular duties.

**Section 3.** It is understood by the Union and employees covered by this Agreement that activities of a personal nature carried out while on duty, on or off City property, which are not directly related to and do not arise out of an employee's employment as an employee of SFFR do not constitute employment-related activities. Therefore, injuries or illness incurred or arising out of these activities shall not be considered "duty-incurred" for purposes of the application of this Article, and will not be considered duty-incurred injuries or illnesses for purposes of determining compensability under the workers' compensation statutes of the state of South Dakota.

Any injury or illness incurred while off duty, on or off City property, shall not be considered “duty-incurred” for purposes of the application of this Article or the application of state workers’ compensation statutes.

**Section 4.** The Fire Chief may require that an employee who is off duty or assigned to modified duty as a result of a duty-incurred-injury or illness submit to a fitness-for-duty examination by a City-designated physician before returning to regular duty.

**Section 5.** Administration. Compensation and coverages for duty-incurred injuries or disease incurred by members shall be administered in all respects according to the provisions and intent of South Dakota Workers’ Compensation Law, except as specifically otherwise provided in this Agreement.

### **Article 30 Firefighter Occupational Health and Safety**

**Section 1.** The City and Union desire to have healthy and safe Firefighters and agree that Firefighter wellness and physical fitness are in their best interest and an essential element of the job of a Firefighter. As used in this Article, the term “Firefighter” means employees of SFFR holding the ranks of Firefighter, Fire Apparatus Operator, and Fire Captain.

**Section 2.** A cooperative Health and Safety Occupational Committee, serving as a subcommittee of the Union-Management Cooperation Committee, shall be established with representatives designated by management and the Union. The Health and Safety Committee will monitor compliance of the most current adopted edition of NFPA 1500 including physical performance requirements. In the event a new edition of NFPA 1500 is released, the Health and Safety Committee shall recommend a timeline for the implementation of the new edition. Changes to the annual physical performance requirements may be made outside the collective bargaining process; however, must be mutually agreed upon by the Committee for Union-Management Cooperation before implementation. The committee shall operate under the sole direction of the Fire Chief.

- A. The City shall retain exclusive authority whether to officially adopt and act on the agreed upon timeline and budget the cost for phase-in of standards. The Union agrees to cooperate with the City in the implementation of NFPA standards. If the implementation differs significantly from the agreed upon timeline, the Union and City may modify the timeline recommendation.
- B. Employees in the ranks of Firefighter, Fire Apparatus Operator, and Fire Captain shall be annually qualified as meeting the physical performance requirements established by SFFR.
- C. An employee who does not meet the physical fitness performance requirements during annual testing shall enter the IPAT Rehabilitation Program. The employee will be immediately removed from regular duty and placed on modified duty.
- D. The employee is responsible to contact the department medical physician for an evaluation.
  - 1. If a medical condition is identified by the department medical physician: The employee will work with the department medical physician to resolve such condition. The employee must be medically cleared by the department medical physician to enter the Physical Performance Rehabilitation Program. Once

medically cleared by the department medical physician, the employee is responsible to contact the Division Chief of Professional Standards.

2. If no medical condition is identified by the department medical physician: The employee is responsible to contact the Division Chief of Professional Standards.
- E. The employee will begin a Physical Performance Rehabilitation Program developed collaboratively by the employee, the SFFR Health and Safety Officer, and the SFFR Peer Wellness Coaches to facilitate progress in attaining a level of performance commensurate with their assigned duties and responsibilities.
- F. The employee may request to retest at any time and as many times as needed within a 90-day window following being cleared by the department medical physician. Any retest request will be scheduled through the SFFR Health and Safety Officer. The retests will be scheduled as soon as reasonable based on availability of location and proctors.
- G. If testing is delayed due to weather or other reasons, employees will be scheduled for follow-up testing as soon as practical.
- H. The Fire Chief may grant extensions for unusual circumstances, such as long-term injuries or illnesses. The employee will be scheduled for follow-up testing as soon as practical after the end of the extension.
- I. Employees who do not pass a retest within 90 days following being cleared by the department physician, or obtain an extension that is granted by the Fire Chief shall be considered not qualified for employment as a Firefighter, Fire Apparatus Operator, or Fire Captain. Disqualification shall not be considered disciplinary action.

**Section 3.** The City and Union shall have a task force for the purpose of developing and monitoring a comprehensive mental health and well-being program. The task force shall be composed of an equal number of representatives designated by management, and an equal number of representatives designated by the Union, or any other configuration mutually agreed upon by the parties. In addition, the Fire Chief and Union President shall be members of the task force and may attend meetings. The task force shall operate under the sole direction of the Fire Chief. The task force may invite nontask force members to attend meetings as necessary.

## **Article 31 Occupational Medical Program**

**Section 1.** Employees holding the ranks of Fire Captain, Fire Apparatus Operator, and Firefighter shall be required to have a medical evaluation every year conducted by a City-designated physician or physician assistant. Such evaluation shall be to determine fitness-for-duty and completed according to duties and position held. The City-designated physician shall include the Occupational Medical Evaluation of Members as detailed in the most current applicable NFPA edition as adopted by SFFR for the positions of Fire Captain, Fire Apparatus Operator, and Firefighter in making determination regarding fitness for duty.

**Section 2.** Fire Inspectors, Fire EMS Educators, Fire Protective Equipment Technicians, and Emergency Vehicle Technician/Certifieds shall be required to have a medical evaluation every year conducted by a City-designated physician or physician assistant with respect to their duties. Such evaluation shall be to determine fitness for duty.

**Section 3.** The cost for medical evaluations, including any tests ordered by the City-designated physician to determine fitness for duty, shall be paid by the City. The cost of any additional procedures or tests recommended by the City-designated physician would not be paid by the City under the provisions of this Article, but could be submitted to the employee's medical insurance plan when applicable.

**Section 4.** A Report to the Employer shall be developed based on the most current applicable NFPA edition as adopted by SFFR. The form shall be completed by the City-designated physician for each medical evaluation. One copy shall be provided to the employee and one copy shall be provided to SFFR.

**Article 32  
Health-Related Fitness Program for SFFR Members**

**Section 1.** A health-related fitness program is in the best interest of the City and Firefighters and an important part of a healthy and safe workforce. This is a nonpunitive fitness assessment that definitively promotes health and wellness for each member of the SFFR organization.

**Section 2.** The City shall provide and employees shall participate in an annual fitness assessment. The assessment shall be based on the most current applicable NFPA edition as adopted by SFFR.

**Article 33  
Insurance**

**Section 1.** The City and employees will pay the following percentage of the total insurance premium cost:

	<b>City Contribution</b>	<b>Employee's Contribution</b>
Employee	75%	25%
Employee + 1	75%	25%
Family	75%	25%

Employees desiring coverage for health and dental insurance must apply to Human Resources. The conditions of eligibility for coverage of employees and their dependents for health and dental insurance are outlined in the "Summary of Benefits" for each plan. The City will provide to eligible employees who apply for coverage, the "Summary of Benefits."

If the covered employee or dependent is required to get a second or third opinion, and a second or third board-certified surgeon/physician in the field is not available within 60 miles of Sioux Falls, he may travel at City expense to the nearest available board-certified surgeon/physician. The City will pay the travel expense for the City employee or dependent only at the rates established and modified from time to time through City budget and finance policies.

The City reserves the right to make program modifications to the plans as may be necessary from time to time to maintain and improve the effectiveness, quality, and cost-effectiveness of the plan, provided that such program modifications will not increase expense to participating employees or reduce current benefit levels.

**Section 2.** During the term of this Agreement, the City shall provide each full-time employee covered by this Agreement with life insurance coverage equal to 1x the employee's base annual earnings rounded to the next higher \$1,000. The City reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance company selected by the City.

**Section 3.** The employer shall continue in effect the insurance coverage relating to claims against the City and City employees acting in their capacity as employees at no less than existing standards of coverage, unless such coverage becomes unavailable. A copy of the present booklet is available on InSite in the "Human Resources" section and is incorporated herein by this reference.

### **Article 34 Firefighters' Pension**

**Section 1.** The City agrees to administer the Firefighters' Pension Fund in accordance with existing state laws and City ordinances. Any changes that state statute requires to be voted on by the membership or that changes employee contributions or benefits shall be ratified by the pension membership, the Firefighters' Pension Fund Board of Trustees, and the City Council.

**Section 2.** The City agrees that they shall not, by ordinance, during the life of this contract, in any manner reduce or lessen the benefits provided by the Firefighters' Pension Fund.

### **Article 35 Uniforms and Equipment**

#### **Section 1.**

- A. Personal protective equipment, or devices required for the employees in the performance of their duties, shall be furnished by the City without cost to the employee. Excluded are uniforms including shirts, trousers, coveralls, jackets, socks, shoes, belts, caps, and neckties.
- B. Provisions shall be made within the first week of employment of new uniformed employees to issue a set of Personal Protective Equipment and regulation work uniforms as established in SFFR Administrative Policy 580.1, "Uniform and Appearance Policy".
- C. "Class A" dress uniforms will be issued upon a member's successful completion of their probationary period.

New employees shall receive \$200 for approved black footwear, black work belts, and physical training equipment and clothing with fabric of no less than a 50 percent consistency of cotton. They will not receive additional annual clothing allowance during the calendar year of their hire.

The City shall provide appropriate badges, insignia, and helmet shield for the new rank. If change in helmet color is required, an employee must return their helmet and be issued one of the appropriate color.

**Section 2.** Personal protective equipment will be replaced as needed as determined and approved by the Chief Officer in Charge.

**Section 3.** Each member of the bargaining unit shall receive an allowance of \$950 annually for the purchase and maintenance of uniforms and equipment to be paid on the second paycheck of each year. Required uniform specifications and maintenance standards shall be established by SFFR Administrative Policy.

The clothing allowance shall be used to purchase and maintain duty uniforms including shirts, trousers, coveralls, jackets, emergency medical parkas, socks, approved black footwear, black work belts, caps, neckties, and approved physical training equipment and clothing.

The uniform and maintenance allowance shall be prorated according to the number of pay periods in any given contract year. In the event an employee terminates employment with the City, is discharged, or retires, an amount equal to the prorated uniform maintenance allowance for the remainder of that year will be deducted from the employee's last paycheck.

**Section 4.** The City shall furnish for the use of each new Firefighter a set of training manuals as prescribed by the Fire Training Center.

Upon termination of employment for any reason, including retirement, the training manuals shall be returned to the City for reissue to another employee if it is the current edition of the manual.

**Section 5.** Upon retirement, resignation, or dismissal of any employee from SFFR, that employee may return regulation uniforms and shall return all department personal protection equipment, badges, insignia, and department identification, any first responder EMS equipment (hip kits), training manuals, and any other items issued by the City to Chief Officer in Charge or their designee. Salary that may be due will be held in forfeiture for payment of same. Personal protection equipment is defined as:

- A. One pair of bunker pants.
- B. One pair of firefighting gloves.
- C. One turnout coat.
- D. One pair of boots for bunker pants.
- E. One pair of suspenders.
- F. One protective hood.

**Section 6.** Any promotion or transfer that requires a change in color of uniform, or additions to the existing uniform and uniforms for special units requiring a change from the normal attire as required and directed by the Fire Chief will be supplied by the City and will not be deducted from the employee's uniform allowance provided for in Section 3 of this Article.

**Section 7.** In addition to the provisions of this Article, SFFR Administrative Policy 580.1, "Uniform and Appearance Policy" shall govern uniform and appearance. Changes to this policy must be agreed upon by the Committee for Union-Management Cooperation.

## **Article 36 Training and Education**

Employees may request reimbursement for job-related educational courses and seminars which have been preapproved by the Fire Chief. Proof of attendance and receipts must be submitted to the Fire Chief within 30 calendar days of attendance.

**Article 37**  
**Replacement of Broken Items**

**Section 1.** The City agrees to replace, without cost to the employees, prescribed eyeglasses and prescribed dentures used by the employee broken or stolen while in the course of duty.

**Section 2.** In addition to the items in Section 1, employees assigned to Fire Prevention, Headquarters, or Maintenance, the City will also replace hearing aids and any other prescribed devices used by the employee broken or stolen while in the course of duty.

**Section 3.** Items stolen will require the filing of a Police report to substantiate the claim.

**Section 4.** The City agrees to reimburse employees for the cost of replacing personal watches broken in the course of their duties with the City, up to the amount of \$50 per watch.

**Section 5.** The employee must report the items broken or stolen to the Chief Officer in Charge within 24 hours of the event. The employee must present the claim to SFFR Headquarters within 30 days to receive payment.

**Article 38**  
**Extra Duty Work**

**Section 1.** Off-duty employees hired for public safety services at public events shall be paid at their regular base hourly rate of pay for all hours worked. All hours worked in this capacity shall be considered hours actually worked for purposes of computing overtime in that work period.

**Section 2.** All extra duty work shall be by SFFR rules and regulations.

**Section 3.** Employees working extra duty shall be under the direction of SFFR management.

**Section 4.** The City retains the right to require an employee to work extra duty after making a reasonable effort to obtain a qualified volunteer.

**Article 39**  
**Civil Service Reference**

**Section 1.** Discharge, suspension, or demotion in rank shall be handled in accordance with the City's Civil Service provisions and appeal procedures as set forth in ordinance and Civil Service rules in effect on the effective date of the incident(s) cited as the cause for the discharge, suspension, or demotion in rank.

**Section 2.** Where Civil Service rules and labor contract language conflict, the labor contract language shall govern. Where labor contract language is silent, City ordinance shall govern.

**Article 40**  
**Appendices and Amendments**

All additional addenda and amendments to this Agreement shall be numbered (or lettered), dated, and signed by the City and the Union and shall be subject to all provisions of this Agreement.



## **Article 41 Separability and Saving Clause**

**Section 1.** If any provision of this Agreement is declared to be in contravention of the laws or regulations of the United States or the state of South Dakota, such provision shall no longer be enforceable, but all other provisions to this Agreement shall continue in full force and effect. In the event of a dispute, the provisions hereof involved shall remain in effect until the dispute is settled by the court or other authority having jurisdiction in the matter.

## **Article 42 Entire Agreement**

**Section 1.** The parties acknowledge that during the negotiations which resulted in this Agreement, each party had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each waives the right, and each agrees that, unless required by law, the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Section 2.** This Agreement may only be amended during its term by the parties' mutual agreement in writing.

**Section 3.** The parties further acknowledge that where a direct conflict exists between the terms and conditions as negotiated and provided in this Agreement and the terms and conditions of employment as provided by any regulation, ordinance, or rule of the City, the terms of the Agreement shall control and be binding upon the parties. The Code of Ordinances, Chapter 39, titled "Personnel Regulations and Benefits; Retirement and Pensions," are applicable to the employees only where the topic is not specifically addressed in this Agreement. Ordinance provisions will not be changed to the detriment of any covered employee insofar as their terms and conditions of employment are concerned.

**Section 4.** This contract supersedes all prior written agreements and understandings and governs the entire relationship between the parties and shall be the sole source of all rights and claims covered by this contract.

## **Article 43 Parking**

**Section 1.** The City shall continue to provide, without cost to the employees on duty, adequate parking spaces at all SFFR facilities and fire stations.

**Section 2.** The City will provide parking for employees assigned to City Hall at three sites: City Hall Ramp, Seventh Street Lot, and the Eighth Street and Dakota Avenue Ramp. The City retains sole responsibility for administering the employee parking policy.

## **Article 44**

### **Committee for Union-Management Cooperation**

**Section 1.** The parties recognize that during the period in which this Agreement is in effect, problems of administration of this Agreement may arise which are not now anticipated by either party. They also recognize that during such period, more mutually constructive and productive relationships are likely to exist between the City and the Union and among both management and nonmanagement employees, if both the City and the Union continue and enlarge their respective efforts to gain a better appreciation and understanding of each other's problems and objectives. They recognize frequently what first appear to be problems or areas of conflict and disagreement are actually the result of misunderstandings which are cleared away upon a complete and frank exchange of viewpoints and ideas. They believe that even though limitations are being placed upon formal collective bargaining negotiations through the extended period of this Agreement, a better atmosphere in which to achieve improved day-by-day relations between the parties, which they both desire, can be created through meetings of the kind described below.

**Section 2.** Meetings shall be held once every month unless mutually agreed upon by management and the Union. Meetings shall be held during the term of this Agreement of the committee formed as a part of this Article. Members may attend during regular scheduled working hours, if attendance does not interfere with the normal operation of SFFR. It is understood that such meetings will be held for the purpose of appraising and discussing the problems, if any, which may arise concerning administration, interpretation, or application of the agreement, or other matters which either party believed will contribute to the improvement in the relations between them within the framework of this Agreement. It is understood that such meetings shall not be for the purpose of handling grievances or conducting collective bargaining negotiations nor for any purpose which in any way will modify, add to, or detract from the provisions of this Agreement. In agreeing to such meetings, the parties are providing concrete evidence of their sincere desire to encourage friendly, cooperative relationships between their respective representatives at all levels and with and between all employees covered by this Agreement, and to find ways to overcome difficulties, influences, or attitudes which interfere with such relationships. The committee may decide to cancel and/or postpone meetings by mutual agreement.

**Section 3.** The City agrees to notify the Union President or designee of any changes to Standard Operating Procedures and Administrative Policies prior to implementation. The Union may offer input or propose changes to Standard Operating Procedures or Administrative Policies at any time.

**Section 4.** This committee shall also consider handling problems concerning the safety of working conditions. Each of the parties recognize the importance of protecting the health, life, and limb of employees, and the City will make every reasonable effort to improve conditions that promote health and safety among the City employees. This committee may make recommendations respecting conditions which, in its opinion, would make the working conditions more safe.

**Section 5.** Minutes of the cooperation committee meeting shall be taken by management and distributed through department memorandum.

**Section 6.** The cooperation committee shall be composed of an equal number of representatives designated by management, and an equal number of representatives designated by the Union, or any other configuration mutually agreed upon by the parties.

**Section 7.** The City and the Union both recognize the need for the Training Certification and Career Development Program. A Training Certification and Career Development Committee shall be established. Its membership shall be comprised of no less than three representatives designated by management and no less than three representatives designated by the Union.

**Section 8.** The Committee for Union-Management Cooperation, as one of its functions, shall evaluate SFFR with regard to applicable NFPA standards. The committee shall recommend written plans for implementation strategies for SFFR. The City shall retain exclusive authority whether to act on any such recommendations and to establish the timetable and budget the cost for phase-in of standards. The Union agrees to cooperate with the City in the implementation of NFPA standards. For the purposes of this Agreement, all references to NFPA standards shall be related to the most current applicable standard as adopted by SFFR and subject to all other restrictions within this Agreement.

## **Article 45 Definitions**

**Section 1.** When the words “shift employee” are used in this Agreement, such words shall mean those employees assigned to a rotating 24-hour shift, as distinguished from those employees assigned to a 40-hour seven-day schedule, who may be described in this Agreement as “40-hour employees.”

**Section 2.** “The department” shall mean Sioux Falls Fire Rescue (SFFR).

**Section 3.** “Fire Chief” shall mean the Chief of SFFR or designee.

**Section 4.** “Station Officer” shall mean a Captain, or personnel temporarily acting as Captain.

**Section 5.** “Chief Officer in Charge” is the Chief Officer in Charge of the battalion, shift, or division.

**Section 6.** “Superior Officer” is the SFFR officer beginning with the rank of Captain, which is above the rank of the member.

**Section 7.** “Member” for purposes of this Agreement is an employee of SFFR who is covered by the IAFF bargaining unit.

**Section 8.** “Regular base hourly rate” as used in this Agreement is the rate at which an employee would be paid for one hour of regular nonovertime work in their current rank and pay step. This rate does not include any other payments except as specifically provided in the Fair Labor Standards Act for purposes of determining overtime rates.

**Section 9.** “Time in rank” shall mean the length of service based on an employee’s appointment date to their current rank.

**Section 10.** “Military Leave” shall mean any leave covered by the Uniformed Services Employment and Reemployment Rights Act (USERRA).

## **Article 46 Transfers**

**Section 1.** Except in an emergency, an employee shall be given notice of transfer at least ten calendar days prior to the effective date of a permanent transfer to another duty station or duty shift. An employee may agree to waive this requirement.

**Section 2.** Permanent and temporary transfers shall be made by the Chief Officer in-charge, subject to the approval of the Fire Chief.

**Section 3.** Applicants for transfer from one station or shift to another by a member shall be made in writing, stating reasons for transfer, and forwarded through the proper channels to the Fire Chief with the approval or disapproval of the intermediate officers with their opinions stated in writing.

## **Article 47 Outside Employment**

**Section 1.** Off-duty employees can engage in secondary work or business, consistent with the official rules and regulations of SFFR provided that:

- A. Employment with SFFR is considered primary employment of the individual.
- B. The outside employment does not interfere with the proper performance of their duties and responsibilities as a Firefighter.
- C. The employee does not wear a SFFR uniform, insignia, protective equipment, or any clothing that states SFFR.
- D. The employee in no way exploits their connection with SFFR in the course of outside employment.
- E. The employee does not conduct fire investigations inside the corporate limits of the city of Sioux Falls. The employee does not avail himself of official SFFR equipment, records, documents, files or services, or involve service of the City without preapproval of the Fire Chief.
- F. The employee will not work off duty where he would be involved in pictures or advertising and endorsing commercial products while identified as a SFFR employee.
- G. No employee may park a vehicle with any outside employment advertising on departmental property.

**Section 2.** The City shall not be held liable for any of the employee's activities directly related to their outside employment.

**Section 3.** An employee unable to perform their duties with SFFR due to illness or injury shall be permitted to engage in outside employment during the period of absence, only upon notification to the Fire Chief. Reference "Duty-Incurred Injuries and Disease" Article if a duty-incurred injury or disease is involved.

## **Article 48 Discipline and Discharge**

**Section 1.** No person or employee holding an office of positions classified and graded under the provisions of this Agreement shall be suspended, demoted, or discharged from their

position, except for just cause, which shall not be race, color, religion, sex, sexual orientation, national origin, creed, ancestry, pregnancy, age, genetic information, or disability.

**Section 2.** City Ordinance 39.059 “Demotion, Discharge, Suspension; Causes” will be considered as causes for discharge, suspension, or demotion of an officer or employee in the classified civil service, although discharges, suspensions, or demotions may be made for other causes.

**Section 3.** A person demoted, discharged, or suspended from their position in the civil service shall be furnished by the officer taking the action with the reasons in writing for such action.

**Section 4.** No written incident report or records of disciplinary action shall be entered into an employee’s official personnel file unless the City first advises the employee of its intent to enter such writings in the file and affords him an opportunity to read and obtain copies of any material in the employee’s official personnel file.

When reasonably required in the judgment of the Union to process grievances, the City will make available to the Union for review at a place and time designated by the City an employee’s official personnel file; however, no steward or Union official shall be permitted to review or obtain copies of materials in an individual employee’s official personnel file without the express and specific written consent of the employee.

There shall be only one official personnel file on each employee and it shall be kept at the Human Resources department.

**Section 5.** Any reprimand that may become a part of an employee’s official personnel file or may result in suspension or discharge shall be given, in writing, to the employee affected by the Chief Officer in Charge and shall be done at an appointed time with such employee having the right to have a Union steward and/or other Union representative present.

**Section 6.** Within 10 calendar days after the issuance of the Employee Incident Report identifying demotion, discharge, or suspension of a person holding a position in the classified civil service of the City, such person may take an appeal of such action to the Civil Service Board by filing a written notice of such appeal with the Human Resources department.

**Section 7.** Within 30 days after receiving notice of appeal, the Civil Service Board on receiving notice of appeal by a person holding a position in the classified civil service of the City shall set a date for hearing on or investigation of the reasons for the demotion, discharge, or suspension. Notice of the time and place of such hearing or investigation shall be delivered to the employee appealing either personally or by certified mail.

The Board shall conduct the hearing or investigation. The employee appealing shall have full opportunity to be heard and may be represented by counsel.

The investigation by the Civil Service Board shall be confined to the determination of the question of whether such suspension, demotion, or discharge was or was not made for prohibited discriminatory reasons and was or was not made in good faith for cause.

Failure of the appealing employee to appear before the Civil Service Board at the time, date, and place as indicated upon the notice of hearing delivered to the employee will cause the Board to find in favor of the City. In addition, the appealing employee will be charged with all

expenses connected with arranging a Civil Service Board appeals hearing. The City shall collect those expenses from the appealing employee as the City deems appropriate.

**Section 8.** After an investigation into the discharge, demotion, or suspension of a person in the Civil Service, the Civil Service Board may, if in its estimation the evidence is conclusive, affirm the disciplinary action, or if it shall find that the disciplinary action was made for prohibited discriminatory reasons or was not made in good faith for cause, shall order the immediate reinstatement or reemployment of such person in the office, place, position, or employment from which such person was suspended, demoted, or discharged. Such reinstatement may be retroactive with pay from the time of such suspension, demotion, or discharge. The Board upon such investigation, in lieu of affirming the disciplinary action may modify the order of suspension, demotion, or discharge by directing a suspension without pay for a given period and subsequent restoration of duty or demotion in classification, grade, or pay. The findings of the Board shall be certified in writing to the appointing officer and shall be forthwith enforced by such officer.

**Section 9.** Any employee suspended or under suspension is ineligible for extra duty during the 27-day pay cycle(s) their suspension occurred in.

**Section 10.** Any officer or employee suspended or under suspension shall be entitled to reinstatement only in the discretion of the Department head, unless otherwise ordered by the Board following a hearing on appeal.

**Section 11.** Suspension, discharge, and demotion of rank are subject to the City's Civil Service appeal procedures as set forth in Civil Service provisions and shall not be subject to the grievance procedures of this Agreement.

It is understood by both parties that the Civil Service procedures set forth in City ordinance are subject to modification at the sole discretion of the City Council and the Civil Service Board; and that in matters of interpretation, scope, or application, the provisions of the City ordinance supersede the provisions of this Article.

## **Article 49 Standards of Conduct**

As employees serving for this department, you are expected to conduct yourselves lawfully and properly in order to bring honor and respect to your profession. Your failure to conduct yourself in such a manner will cast a shadow of public distrust. As such, adherence to standards that are higher than those applied to many other professions and positions in City government must be demanded and expected from the Fire Chief. It is a standard that demands more than a lack of tolerance for overt and indictable illegal conduct. It is a standard that demands that, in both a Firefighter's official and private lives, they do nothing to bring dishonor upon their profession and employment as a Firefighter for the City of Sioux Falls, and in no way contribute to a weakening of the public confidence and trust of its citizens. Acting in a questionable manner that could bring dishonor upon your profession as a Firefighter, and which contributes to a weakening of the public confidence and trust, cannot be tolerated or accepted as satisfactory job performance. The City of Sioux Falls has a right to demand for itself, and the obligation to secure for its citizens, public safety personnel whose conduct is above and beyond reproach.

## **Article 50**

### **Substance Abuse Prevention Policy**

**Section 1.** The City of Sioux Falls (the City) is committed to developing an organizational culture of employee well-being and safety. The City's well-being vision is to "Create an organizational culture that inspires employee health, safety, and happiness in everyday decisions."

The City is also committed to providing a safe, healthy, and productive work environment. Therefore, to meet this objective, as well as our obligations under applicable federal and state laws, the City has a Substance Abuse Prevention Policy that provides the City with reasonable measures to ensure the safe and successful operation of City business.

Therefore, all City employees are strictly prohibited from unlawfully using, possessing, manufacturing, distributing, or dispensing any controlled substance or drug paraphernalia at any time on or off the job, or from unlawfully having any detectable level of any controlled substance in the body at any time on or off the job. In accordance with federal law, the City also prohibits any employee from being under the influence of marijuana while on City property or engaging in City business regardless of whether the employee has a medical marijuana card or prescription for medical marijuana use. The City does not allow any employee to use, possess, cultivate, manufacture, distribute, dispense, sell, or store marijuana under any circumstance.

Employees are also strictly prohibited from using, possessing, or having a detectable level of alcohol (defined as .02 or greater) in the body while working, performing job duties while on the City's premises, or while operating City vehicles, machinery, or equipment.

Any illegal drug use or working while under the influence of alcohol is incompatible with employment with the City of Sioux Falls. Any employee found to be in violation of this policy or any of the provisions set forth in this policy will be subject to discipline up to and including termination of employment with the City. This policy does not apply to public safety officers in situations when they are in possession of an illegal controlled substance, drug paraphernalia, or alcohol as legally authorized while acting in the line of duty.

**Section 2.** The City encourages early diagnosis and sound treatment for drug- and alcohol-related conditions and supports and encourages employees to voluntarily and confidentially seek help.

In an effort to support employees in obtaining treatment, the City offers the services of an Employee Assistance Program (EAP). This service provides assessment, counseling, and referral services for employees with drug- and alcohol-related conditions. EAP provides experienced counselors to help with identification of and support for recovery with drugs or alcohol. Anonymity and confidentiality are assured.

EAP is available to all eligible City employees and their immediate family members. The City has designed EAP services to provide employees and their immediate family members with a limited number of sessions per calendar year at no charge. Services can be accessed directly by the employee or immediate family member and is available 24 hours a day, 365 days per year.

While the City is supportive of those employees who seek help voluntarily, the City is equally firm in identifying and disciplining those who continue to abuse drugs and alcohol and do not seek help. Although the City strongly encourages employees who have drug- or alcohol-

related problems and conditions to voluntarily seek counseling or treatment, employees who seek counseling or treatment only after violating this policy are still subject to disciplinary action for such violations.

**Section 3.** The City's Substance Abuse Prevention Policy does not create a binding employment contract. The City reserves the right to interpret, change, or rescind this policy in whole or in part, with or without notice, subject to any state and federal laws and relevant collective bargaining agreements. In addition, changes to applicable federal or state laws or regulations may require the City to modify or supplement this policy. Such changes will be made in accordance with any obligation pursuant to an existing collective bargaining agreement.

The City's Substance Abuse Prevention Policy, insofar as it impacts the terms and conditions of employment for employees covered by this Agreement, shall not be modified unless negotiated with the Union. The City reserves the right to make modifications as may be required by law.

**Section 4.** For purposes of the application of the City's Substance Abuse Prevention Policy, all employees of SFFR covered by this Agreement shall be considered "safety sensitive employees," and therefore, will be subject to all drug and alcohol testing requirements applicable to safety sensitive employees.

Safety sensitive functions or duties for SFFR employees defined as "safety sensitive employees" above, for purposes of the application of the City's Substance Abuse Prevention Policy, shall be from the time an employee begins work or is required to be in readiness to work until the time they are relieved from duty and all responsibility for performing work for or on behalf of the City.

#### **Article 51 EMT Certification**

All uniformed employees excluding Emergency Vehicle Technician/Certified and the civilian Fire Inspector must possess and maintain at all times the SD Emergency Medical Technician (EMT) certification as a minimum qualification for employment with the City in those classifications.

For all eligible employees covered by this Agreement who are required to possess EMT certification by this Article, the City shall pay for or provide the required training.

#### **Article 52 Advanced Life Support (ALS)**

Emergency Medical Services at the Advanced Life Support (ALS) service level provided by SFFR shall be established and regulated by SFFR Standard Operating Policy 300.9, "ALS", which will be agreed upon by the Committee for Union-Management Cooperation before implementation and changes to this policy may be made outside of the collective bargaining process; however, changes must be agreed upon by the Committee for Union-Management Cooperation before implementation.



## **Article 53 Standby**

### **Section 1. Standby Pay.**

- A. When an employee is designated to be on standby, they shall receive \$1.70 per hour for each hour assigned on standby that is outside their regularly scheduled hours, plus pay at the guaranteed overtime rate of 1 1/2 times their regular base hourly rate for the number of standby hours worked outside of their regularly scheduled work hours.
- B. Standby hours worked begin as soon as the employee is en route to work, and end when the employee is released from duty by the Chief Officer in Charge or at the beginning of regularly scheduled hours, whichever is earlier.
- C. A requirement to work an adjusted schedule or additional hours shall not be considered standby hours.
- D. If standby service for a 40-hour employee shall fall on a regularly authorized holiday, the employee shall receive 8 hours holiday pay for that day in addition to the standby pay for the period, plus pay at the guaranteed overtime rate of 1 1/2 times their regular base hourly rate for all hours worked while working standby as provided above.
- E. City-observed holidays of Thanksgiving and Christmas will be considered "Premium Holidays" for employees assigned to standby duty. Employees assigned to standby duty on Thanksgiving and/or Christmas shall be paid at the rate of two (2) times their regular base hourly rate for all hours worked while working standby.

**Section 2.** The number of hours worked on standby, which are paid at the guaranteed overtime rate, shall not be counted as hours actually worked for purposes of computing additional regular overtime.

**Section 3. Rotation.** Employees shall be scheduled for standby on a rotation basis, unless the employees work under another arrangement, acceptable to the Fire Chief and the employee.

## **Article 54 Administrative Leave**

**Section 1.** Occasionally, City offices are closed because of weather-related conditions or City offices may be closed early on holidays at the discretion of the Mayor. When the City offices are closed for either of these reasons, nonessential employees not required to report to work may use administrative leave to replace regularly scheduled hours lost due to City offices being closed. To be eligible for administrative leave, employees must be working or using a paid time-off benefit the day before, or the day following, the day City offices are closed. Administrative leave hours shall not be counted as hours actually worked for purposes of computing overtime.

If an employee is absent and is using a paid time-off benefit at the time of closing, the employee may substitute administrative leave in the place of other paid time-off benefits. If such a closing falls on an employee's regularly scheduled day off, or the employee is on an unpaid leave, administrative leave may not be used. Regular part-time employees shall have their benefit prorated based on the ratio of hours in their regular work schedule.

Administrative leave does not accrue and therefore employees carry no minimum or maximum number of hours. Administrative leave may only be used as articulated in this section. Upon discharge, resignation, retirement, or death, this benefit has no cash value and may not be used to extend service credit.

**Section 2.** When government offices are officially closed due to inclement weather, all personnel who are determined by department/division to be essential to the delivery of public services are expected to report to work.

#### **Article 55 RHS Plan**

The City agrees to provide a Retiree Health Savings Plan (RHS) to allow eligible employees the ability to provide some funding for retiree health care costs with eligible unused sick and vacation leave payments. The tax treatment of such a plan requires mandatory employee participation and the Union agrees its members will fund this plan as follows: 100 percent of eligible unused sick and vacation leave payments received at the time of retirement or separation. The City shall control and manage the operation and administration of the plan.

Employees eligible for participation include any member with at least 15 years of service upon separation or retirement.

#### **Article 56 Employee Savings Plan**

The City agrees to provide and administer a 457 Deferred Compensation Savings Plan to give employees an opportunity to save for retirement. Effective January 14, 2019, all contributions to this Plan must be made on a percentage basis and all employees not currently participating in the Plan will be enrolled at a one (1) percent contribution rate of pre-tax earnings. At time of hire, new employees will be enrolled in the plan at a one (1) percent contribution rate of pre-tax earnings. The amount will be placed into the employee's savings plan in each pay period. During the first full pay period of each calendar year, employees with an active deduction for the 457 Plan will have their contribution rate automatically increased by one (1) percent. Employees have the option to opt-out of the Plan at any time after enrollment.

The City shall control and manage the operation and administration of the plan.

#### **Article 57 Community Engagement**

**Section 1. Volunteer Time-Off.** The City of Sioux Falls Community Engagement policy is intended to provide broad support for community volunteering or mentoring and is supportive of offering flexible work scheduling, where feasible, to allow its employees the ability to actively volunteer or mentor.

In addition to flexible scheduling, employees may be allowed to use up to eight (8) hours with pay each calendar year as Volunteer Time-Off (VTO) in the City of Sioux Falls. All VTO will be tracked to determine the number of hours City employees are engaged in community volunteering or mentoring annually.

Volunteer requests should be generally aligned with organizations whose mission is aimed at improving the overall health, safety, and/or welfare of those being served.

VTO hours do not accrue, do not carry over, and may not be converted to pay. VTO hours shall not be counted as hours actually worked for purposes of computing overtime. Employees hired after June 30 will not receive VTO until the beginning of the subsequent year.

In all cases, requests for use of flexible scheduling or VTO is subject to prior approval of management. A VTO request form is available on InSite to submit requests.

**Section 2. Voting on City Time.** It shall be the policy of the City of Sioux Falls that employees who do not have a period of two consecutive hours during the time the polls are open in which they are not scheduled to work will be allowed time off with pay for the purpose of voting.

**Section 3.** In addition to this Article, SFFR Administrative Policy 510.1, "Benefit Scheduling" shall govern benefit scheduling. Changes to this policy may be made outside the collective bargaining process; however, must be mutually agreed upon at a Committee for Union-Management Cooperation meeting before implementation.

**Article 58  
Duration of Agreement**

**Section 1.** This Agreement shall be effective as of January 1, 2021, and shall remain in full force and effect until December 31, 2023.

**Section 2.** It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing, by certified mail, at least 180 days prior to the annual anniversary date, that it desires to modify this Agreement. The parties agree to reopen this Agreement by May 1, 2021, to negotiate Article 8, including Exhibit D. Other articles of the Agreement may be renegotiated upon mutual agreement of the parties.

**Section 3.** In the event such notice is given, negotiations shall begin no later than 150 days prior to the anniversary date.

Dated this 2<sup>nd</sup> day of October, 2020.

**For the Employer:  
City of Sioux Falls**

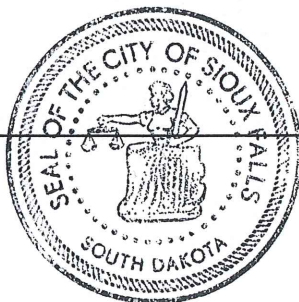
\_\_\_\_\_  
Mayor

**For the Union:  
International Association of Firefighters,  
Local #814**

\_\_\_\_\_  
President

**Attest:**

\_\_\_\_\_  
City Clerk



**Exhibit A**  
**(Article 5)**  
**Authorization for Payroll Deduction**  
**SFFA LOCAL #814**

To the City of Sioux Falls, South Dakota, I, \_\_\_\_\_,  
hereby authorize and direct the City to deduct from my wages each month for regular  
biweekly membership dues to be paid to the elected Treasurer of the Union. This  
authorization is revocable at any time upon my giving the SFFR payroll clerk of the City,  
notice of cancellation, ten days before any pay period of the month.

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit B**  
**(Article 20)**  
**Sioux Falls Fire Rescue**  
**General Rules and Regulations**

1. Sioux Falls Fire Rescue (SFFR) shall provide all members a copy of the General Rules and Regulations at the start of employment and any changes will be communicated via SFFR email.
2. Each member shall read and familiarize themselves with the General Rules and Regulations pertaining to SFFR and shall conform to and promptly and safely obey these rules.
3. All Administrative Policies (AP), Standard Operating Procedures (SOP), memos, and other issues ordered that are hereafter properly issued by the Fire Chief shall have the same authority as the General Rules and Regulations now used.
4. Violations of any of these General Rules and Regulations are considered offenses, and any member guilty of same shall be subject to disciplinary action up to and including termination from employment. The interpretation of these General Rules and Regulations is subject to the grievance procedure provided for by mutual agreement, except in those matters identified as being subject to the Civil Service appeal process.
  - a. Normal chain of command shall be used for the daily operation of SFFR excluding items covered by the grievance procedure:
    - (1) Station Officer
    - (2) Battalion Chief
    - (3) Division Chief
    - (4) Fire Chief
5. Each member shall treat all City employees and the public with courtesy, consideration, and respect.
6. Each member shall, to their best ability and endeavor, do their full duty.
  - a. It is the duty of each member to keep physically fit for active, efficient performance of their duties as a Firefighter.
  - b. It shall be the duty of each member to attend all alarms to which the company is assigned, unless excused by the Superior Officer.
  - c. Each member shall direct and coordinate their efforts to maintain the highest standards of efficiency that are possible.
  - d. No member scheduled for duty shall be absent without permission from the Chief Officer in Charge except in case of sickness or disability. Then the member should notify the Chief Officer in Charge of an assigned shift in the manner designated by Administrative Policy 400.2 as soon as practical.
  - e. No member shall feign or simulate sickness or disability or conceal the facts or make false statements of sickness or disability.

- f. The Chief Officer in Charge may relieve an employee who is physically or mentally unfit for duty. To determine fitness for duty, the Fire Chief or Chief Officer in Charge may require the employee, or the employee may request, to submit to a fitness-for-duty examination by a City-designated physician.
  - g. If an employee receives any work restriction from any health care provider, the employee must report the restriction to the Fire Chief before reporting for duty.
  - h. Each member shall be punctual in reporting for a tour of duty.
  - i. Each member shall strive for greater personal efficiency and better company performance by studying firefighting principles and practices manuals and by participating in evolutions and drills. Each member should feel a personal responsibility to use good judgment, skill, and initiative to avoid injury and loss of life and property.
  - j. Each member shall be held responsible for having proper personal protection equipment on the assigned apparatus to be worn when appropriate.
  - k. All personal protective equipment, when deemed unfit for service by the Chief Officer in Charge, shall be replaced on a one-for-one basis.
  - l. Smoking or the use of any tobacco products is prohibited in all buildings and vehicles according to City policy, including all station work and equipment areas.
7. Each member shall use due caution to prevent injury or accident to other members and loss or damage to department equipment and property.
- a. A member shall report to the Fire Chief through proper channels any accident resulting in injury and/or damaging City equipment and property according to established City reporting procedures.
  - b. A member injured while on duty shall, as soon as possible, notify the Station Officer, giving facts and names of witnesses. This shall be done in all cases no matter how slight the injury may be. The Station Officer shall file the necessary reports of said injury on the proper forms.
8. Each member is required to maintain a telephone and the current telephone number must remain on file with SFFR. If an employee changes addresses or phone numbers, the member shall report such change to the Chief Officer in charge within 48 hours.
9. Each member is subject to call-in at any time when an emergency requires their presence, except when on vacation, sick leave, absence due to work-related injury, military leave, family sickness, or funeral leave.
10. No member shall report for duty with any detectable level of alcohol or illegal drugs, nor shall any member indulge in the use of alcohol or illegal drugs while on duty or on standby.
11. The SFFR office telephone system is maintained for the transaction of SFFR business, and its personal use shall be limited. The office phones or phone numbers shall not be used for conducting business calls for outside or self-employment. Only under extraordinary circumstances shall other departmental phones be used for conducting business calls for outside or self-employment during normal City business hours.
12. No solicitations by nonmembers of SFFR shall be tolerated without permission from the Fire Chief.

13. No member shall use their association with SFFR as a means to solicit donations or subscriptions from the public without permission from the Fire Chief.
14. All visitors will be courteously received but shall not be allowed to loiter about the Fire stations.
15. When a member wishes to resign from SFFR, two weeks' notice shall be given to the Fire Chief.
16. All members shall be responsible for the general housecleaning, grounds work, and maintenance at their assigned station. The amount of time spent on maintenance shall not unreasonably interfere with training practices. Major construction will be done on a volunteer basis.
17. All members shall be trained in the basic concept of firefighting utilizing the training manuals as identified by SFFR.
18. A member reporting for duty at a Fire station, other than the regular assignment to fill in for emergencies, extra duty, holidays, vacation leave, sick leave, and time traded for any other reason, shall take all personal protective equipment or clothing gear and regulation duty uniforms that he would use while on duty at the respective station.
19. Any member called in for emergency or extra duty will report to the station specified.
20. The use of personal electronic devices shall not interfere with the operation of SFFR or any of its employees.
21. On-duty employees may not use personally owned computers or other communication devices in any way that would be prohibited if utilizing City-owned equipment.

**Exhibit C**  
**(Article 21)**  
**Sioux Falls Fire Rescue Grievance Form**

Aggrieved Employee Name \_\_\_\_\_ Date \_\_\_\_\_

Job Classification \_\_\_\_\_

Date of Occurrence on which Grievance is based: \_\_\_\_\_

Grievance Statement (include facts upon which the grievance is based): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract article(s) or section(s) allegedly violated \_\_\_\_\_

\_\_\_\_\_

Relief requested \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee signature \_\_\_\_\_ Date \_\_\_\_\_ Designated Representative \_\_\_\_\_

\_\_\_\_\_  
Date received by Chief Officer in Charge \_\_\_\_\_ Chief Officer in Charge \_\_\_\_\_

Fire Chief's response:    Accepted    Rejected (circle one)

Relief granted or reason for rejection \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date filed with outside agency \_\_\_\_\_

Agency filed with \_\_\_\_\_

File number \_\_\_\_\_ Contact person \_\_\_\_\_

\_\_\_\_\_

Date of hearing \_\_\_\_\_ Date brief's due \_\_\_\_\_ Date of ruling \_\_\_\_\_

Ruling \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



## Exhibit D

### City of Sioux Falls 2021 Salary Grades

effective 1/11/2021

#### Emergency Vehicle Technician

Years	0	1	2	3	4	6	8	10	12
Step	1	2	3	4	5	6	7	8	9
800	<b>1908.00</b>	<b>1985.60</b>	<b>2066.40</b>	<b>2152.80</b>	<b>2242.40</b>	<b>2335.20</b>	<b>2429.60</b>	<b>2532.00</b>	<b>2635.20</b>
	23.85	24.82	25.83	26.91	28.03	29.19	30.37	31.65	32.94
801	<b>1965.60</b>	<b>2044.80</b>	<b>2128.00</b>	<b>2217.60</b>	<b>2310.40</b>	<b>2404.00</b>	<b>2503.20</b>	<b>2607.20</b>	<b>2712.80</b>
	24.57	25.56	26.60	27.72	28.88	30.05	31.29	32.59	33.91

#### Firefighter

Years	0	1	2	3	4	6	8	10	12
Step	1	2	3	4	5	6	7	8	9
805	<b>1898.94</b>	<b>2000.74</b>	<b>2102.56</b>	<b>2203.06</b>	<b>2304.93</b>	<b>2400.31</b>	<b>2502.22</b>	<b>2602.89</b>	<b>2704.84</b>
S	17.9264	18.8874	19.8486	20.7973	21.7590	22.6594	23.6214	24.5718	25.5342
H	23.7367	25.0092	26.2820	27.5383	28.8116	30.0039	31.2778	32.5361	33.8105

#### FAO

Years	3	4	6	8	10	12	15
Step	1	2	3	4	5	6	7
810	<b>2300.46</b>	<b>2406.81</b>	<b>2506.41</b>	<b>2612.82</b>	<b>2717.92</b>	<b>2824.42</b>	<b>2935.25</b>
S	21.7168	22.7208	23.6610	24.6655	25.6577	26.6631	27.7093
H	28.7558	30.0851	31.3301	32.6603	33.9740	35.3052	36.6906

**Fire Captain**

Years in Rank Completed		0	3	6	9
Step		1	2	3	4
	815	<b>2995.78</b>	<b>3100.61</b>	<b>3209.13</b>	<b>3321.45</b>
	S	28.2808	29.2704	30.2948	31.3551
	H	37.4473	38.7576	40.1141	41.5181

**Uniformed Fire Inspector**

Years in Rank Completed		0	3	6	9	12
Step		1	2	3	4	5
	820	<b>2816.83</b>	<b>2926.45</b>	<b>3040.94</b>	<b>3159.50</b>	<b>3283.73</b>
	S	26.5914	27.6263	28.7071	29.8263	30.9991
	H	35.2104	36.5806	38.0118	39.4937	41.0466

**Civilian Fire Inspector and Civilian Fire EMS Educator**

Years		0	1	2	3	6	9	12	15
Step		1	2	3	4	5	6	7	8
	821	<b>2493.66</b>	<b>2596.78</b>	<b>2707.21</b>	<b>2816.83</b>	<b>2926.45</b>	<b>3040.94</b>	<b>3159.50</b>	<b>3283.73</b>
	S	23.5406	24.5141	25.5566	26.5914	27.6263	28.7071	29.8263	30.9991
	H	31.1707	32.4597	33.8401	35.2104	36.5806	38.0118	39.4937	41.0466

**Fire Protective Equipment Technician**

Years		0	1	2	3	4	6	8	10	12
Step		1	2	3	4	5	6	7	8	9
	822	<b>1488.00</b>	<b>1544.80</b>	<b>1605.60</b>	<b>1666.40</b>	<b>1728.00</b>	<b>1796.80</b>	<b>1865.60</b>	<b>1935.20</b>	<b>2008.00</b>
		18.60	19.31	20.07	20.83	21.60	22.46	23.32	24.19	25.10

## City of Sioux Falls 2022 Salary Grades

effective 1/10/2022

### Emergency Vehicle Technician

Years	0	1	2	3	4	6	8	10	12
Step	1	2	3	4	5	6	7	8	9
800	<b>1908.00</b>	<b>1985.60</b>	<b>2066.40</b>	<b>2152.80</b>	<b>2242.40</b>	<b>2335.20</b>	<b>2429.60</b>	<b>2532.00</b>	<b>2635.20</b>
	23.85	24.82	25.83	26.91	28.03	29.19	30.37	31.65	32.94
801	<b>1965.60</b>	<b>2044.80</b>	<b>2128.00</b>	<b>2217.60</b>	<b>2310.40</b>	<b>2404.00</b>	<b>2503.20</b>	<b>2607.20</b>	<b>2712.80</b>
	24.57	25.56	26.60	27.72	28.88	30.05	31.29	32.59	33.91

### Firefighter

Years	0	1	2	3	4	6	8	10	12
Step	1	2	3	4	5	6	7	8	9
805	<b>1898.94</b>	<b>2000.74</b>	<b>2102.56</b>	<b>2203.06</b>	<b>2304.93</b>	<b>2400.31</b>	<b>2502.22</b>	<b>2602.89</b>	<b>2704.84</b>
S	17.9264	18.8874	19.8486	20.7973	21.7590	22.6594	23.6214	24.5718	25.5342
H	23.7367	25.0092	26.2820	27.5383	28.8116	30.0039	31.2778	32.5361	33.8105

### FAO

Years	3	4	6	8	10	12	15
Step	1	2	3	4	5	6	7
810	<b>2300.46</b>	<b>2406.81</b>	<b>2506.41</b>	<b>2612.82</b>	<b>2717.92</b>	<b>2824.42</b>	<b>2935.25</b>
S	21.7168	22.7208	23.6610	24.6655	25.6577	26.6631	27.7093
H	28.7558	30.0851	31.3301	32.6603	33.9740	35.3052	36.6906

**Fire Captain**

Years in Rank Completed		0	3	6	9
Step		1	2	3	4
	815	<b>2995.78</b>	<b>3100.61</b>	<b>3209.13</b>	<b>3321.45</b>
	S	28.2808	29.2704	30.2948	31.3551
	H	37.4473	38.7576	40.1141	41.5181

**Uniformed Fire Inspector**

Years in Rank Completed		0	3	6	9	12
Step		1	2	3	4	5
	820	<b>2816.83</b>	<b>2926.45</b>	<b>3040.94</b>	<b>3159.50</b>	<b>3283.73</b>
	S	26.5914	27.6263	28.7071	29.8263	30.9991
	H	35.2104	36.5806	38.0118	39.4937	41.0466

**Civilian Fire Inspector and Civilian Fire EMS Educator**

Years		0	1	2	3	6	9	12	15
Step		1	2	3	4	5	6	7	8
	821	<b>2493.66</b>	<b>2596.78</b>	<b>2707.21</b>	<b>2816.83</b>	<b>2926.45</b>	<b>3040.94</b>	<b>3159.50</b>	<b>3283.73</b>
	S	23.5406	24.5141	25.5566	26.5914	27.6263	28.7071	29.8263	30.9991
	H	31.1707	32.4597	33.8401	35.2104	36.5806	38.0118	39.4937	41.0466

**Fire Protective Equipment Technician**

Years		0	1	2	3	4	6	8	10	12
Step		1	2	3	4	5	6	7	8	9
	822	<b>1488.00</b>	<b>1544.80</b>	<b>1605.60</b>	<b>1666.40</b>	<b>1728.00</b>	<b>1796.80</b>	<b>1865.60</b>	<b>1935.20</b>	<b>2008.00</b>
		18.60	19.31	20.07	20.83	21.60	22.46	23.32	24.19	25.10

## City of Sioux Falls 2023 Salary Grades

effective 1/9/2023

### Emergency Vehicle Technician

Years	0	1	2	3	4	6	8	10	12
Step	1	2	3	4	5	6	7	8	9
800	<b>1908.00</b>	<b>1985.60</b>	<b>2066.40</b>	<b>2152.80</b>	<b>2242.40</b>	<b>2335.20</b>	<b>2429.60</b>	<b>2532.00</b>	<b>2635.20</b>
	23.85	24.82	25.83	26.91	28.03	29.19	30.37	31.65	32.94
801	<b>1965.60</b>	<b>2044.80</b>	<b>2128.00</b>	<b>2217.60</b>	<b>2310.40</b>	<b>2404.00</b>	<b>2503.20</b>	<b>2607.20</b>	<b>2712.80</b>
	24.57	25.56	26.60	27.72	28.88	30.05	31.29	32.59	33.91

### Firefighter

Years	0	1	2	3	4	6	8	10	12
Step	1	2	3	4	5	6	7	8	9
805	<b>1898.94</b>	<b>2000.74</b>	<b>2102.56</b>	<b>2203.06</b>	<b>2304.93</b>	<b>2400.31</b>	<b>2502.22</b>	<b>2602.89</b>	<b>2704.84</b>
S	17.9264	18.8874	19.8486	20.7973	21.7590	22.6594	23.6214	24.5718	25.5342
H	23.7367	25.0092	26.2820	27.5383	28.8116	30.0039	31.2778	32.5361	33.8105

### FAO

Years	3	4	6	8	10	12	15
Step	1	2	3	4	5	6	7
810	<b>2300.46</b>	<b>2406.81</b>	<b>2506.41</b>	<b>2612.82</b>	<b>2717.92</b>	<b>2824.42</b>	<b>2935.25</b>
S	21.7168	22.7208	23.6610	24.6655	25.6577	26.6631	27.7093
H	28.7558	30.0851	31.3301	32.6603	33.9740	35.3052	36.6906

**Fire Captain**

Years in Rank Completed		0	3	6	9
Step		1	2	3	4
	815	<b>2995.78</b>	<b>3100.61</b>	<b>3209.13</b>	<b>3321.45</b>
	S	28.2808	29.2704	30.2948	31.3551
	H	37.4473	38.7576	40.1141	41.5181

**Uniformed Fire Inspector**

Years in Rank Completed		0	3	6	9	12
Step		1	2	3	4	5
	820	<b>2816.83</b>	<b>2926.45</b>	<b>3040.94</b>	<b>3159.50</b>	<b>3283.73</b>
	S	26.5914	27.6263	28.7071	29.8263	30.9991
	H	35.2104	36.5806	38.0118	39.4937	41.0466

**Civilian Fire Inspector and Civilian Fire EMS Educator**

Years		0	1	2	3	6	9	12	15
Step		1	2	3	4	5	6	7	8
	821	<b>2493.66</b>	<b>2596.78</b>	<b>2707.21</b>	<b>2816.83</b>	<b>2926.45</b>	<b>3040.94</b>	<b>3159.50</b>	<b>3283.73</b>
	S	23.5406	24.5141	25.5566	26.5914	27.6263	28.7071	29.8263	30.9991
	H	31.1707	32.4597	33.8401	35.2104	36.5806	38.0118	39.4937	41.0466

**Fire Protective Equipment Technician**

Years		0	1	2	3	4	6	8	10	12
Step		1	2	3	4	5	6	7	8	9
	822	<b>1488.00</b>	<b>1544.80</b>	<b>1605.60</b>	<b>1666.40</b>	<b>1728.00</b>	<b>1796.80</b>	<b>1865.60</b>	<b>1935.20</b>	<b>2008.00</b>
		18.60	19.31	20.07	20.83	21.60	22.46	23.32	24.19	25.10

**Exhibit E**  
**(Article 25)**  
**Sick Leave Physician's Return to Work Certification**

This form is to be completed by the attending physician and returned by the employee to the Fire Chief.

Employee's Name: \_\_\_\_\_

TYPE OF SICK LEAVE USED:

\_\_\_\_\_ Personal.

Dates employee was unable to work due to illness or injury:

Beginning: \_\_\_\_/\_\_\_\_/\_\_\_\_ Ending: \_\_\_\_/\_\_\_\_/\_\_\_\_.

\_\_\_\_\_ Relative. Relationship to employee: \_\_\_\_\_  
(spouse, parent, child, etc.)

Dates of necessary attendance by employee due to illness or injury of family member:

Beginning: \_\_\_\_/\_\_\_\_/\_\_\_\_ Ending: \_\_\_\_/\_\_\_\_/\_\_\_\_.

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Physician's Name (print or type): \_\_\_\_\_

Physician's Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Received: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Fire Chief)

Upon completion, this form must be forwarded to Human Resources for proper payroll administration.