## Request for Proposals for Compensation and Benefits Study

June 17, 2022

City of Sioux Falls, South Dakota

Proposal Request No. 22-0122



PUBLISH: June 17 and 24, 2022

**REQUEST NO. 22-0122** 

#### REQUEST FOR PROPOSALS

The City of Sioux Falls, SD, Requests Proposals for Compensation and Benefits Study

Proposals shall be received on ground floor, City Hall, 224 W. 9th St., P.O. Box 7402, Sioux Falls, SD 57117-7402, not later than 2 p.m., July 14, 2022. **Proposals shall be publicly opened in City Hall, 1st Floor, at 3 p.m.** 

The RFP is available online at <a href="http://siouxfalls.org">http://siouxfalls.org</a> or from Purchasing at the above address. Cite Bid Request No. 22-0122.

The City of Sioux Falls reserves the right to reject any or all bids, waive technicalities, and make award(s) as deemed to be in the best interest of Sioux Falls, SD.

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# Request for Proposals for Compensation and Benefits Study

## Section 1 Introduction and Instructions

#### 1.01 Purpose of the RFP

The City of Sioux Falls, hereafter referred to as the "City," is soliciting proposals for professional consulting services for the evaluation of the City's compensation and benefits system. The City reserves the right to reject any or all proposals, waive technicalities, resolicit, or award contracts as deemed to be in the best interest of the City.

#### 1.02 Contact Person, Telephone, Fax Number, and Email

Scott Rust, Purchasing Manager, Finance department, is the point of contact for this RFP. Unauthorized contact regarding the RFP with other City employees may result in the vendor being disqualified.

Scott Rust, Purchasing Manager, Finance department

Phone: 605-367-8836 Fax: 605-367-8016

Email: srust@siouxfalls.org

#### 1.03 RFP Schedule of Events

This schedule of events represents the City's best estimate of the schedule that will be followed for this RFP. If a component of this schedule such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

RFP issued: June 17, 2022

Proposals due: July 14, 2022

Review of proposals: July 18–22, 2022

Oral presentations: The week of August 1 or August 8, 2022

Contract intent to award: August 16, 2022

Execute contract: September 2022

Project Completion Date: December 30, 2022

#### 1.04 Return Mailing Address and Deadline for Receipt of Proposals

Firms must submit one (1) original hard copy (marked "Original") and one thumb drive with the proposal saved as one file to the thumb drive in a sealed envelope or package.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the City before the deadline for receipt. Envelopes or packages must be addressed as follows:

City of Sioux Falls Purchasing Office
Attention: Scott Rust
Compensation and Benefits Study
RFP No. 22-0122
224 West Ninth Street
P.O. Box 7402
Sioux Falls, SD 57117-7402

Proposals must be received by the Purchasing Office at the location specified no later than **2 p.m.**, **Central standard time**, **on July 14**, **2022**. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means.

Firms assume the risk of the method of dispatch chosen. The City of Sioux Falls ("City") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. A Firm's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

#### 1.05 Questions and Addenda

Questions regarding this RFP shall be submitted in writing to Scott Rust, Purchasing Manager, at <a href="mailto:srust@siouxfalls.org">srust@siouxfalls.org</a>. Answers to questions will be posted to the City's website. The deadline for questions is 2 p.m., Central standard time, Thursday, July 7, 2022.

If deemed necessary, addenda to the RFP will be issued and will be emailed to the proposers. No addenda will be issued after 5 p.m., Monday, July 11, 2022.

Responding Firms are prohibited from communicating in any other manner about this project with any other City employee from the date of issuance of this proposal until the final selection, unless otherwise directed by the Purchasing Manager. Other means of communications or contact may disqualify the submitting Firm.

## Section 2 Objectives, Background, and Scope of Services

### 2.01 Objectives

A. Compensation and Benefit Objectives.

The primary objectives in the City's compensation and benefit program include the ability to:

- 1. Attract qualified applicants for employment by the City in all categories of work.
- 2. Retain experienced and qualified employees in all categories of work for the City.
- 3. Provide incentives for employees to pursue career advancement opportunities as they arise within City employment.
- 4. Accomplish these objectives within responsible economic parameters.

#### 2.02 Background

A. Background Information.

The current classification system of the City of Sioux Falls contains 301 job titles and 52 pay grades for approximately 1,330 full-time employees. Job descriptions have been established for all classifications. This includes the following employee groups: General Non-management, Midmanagement, Classified, Police, Fire, Appointive Officials, Appointed Employees, and City Council-Appointed Employees. The study will encompass all groups and Metro Communications Agency non-management personnel with 3 job titles and 3 pay scales.

The City is governed by a full-time Mayor and part-time, eight-member Council of paid officials. The City currently has three recognized bargaining units: The American Federation of State, County, and Municipal Employees representing all non-uniform, nonsupervisory employees; The International Association of Firefighters representing Firefighters, Emergency Vehicle Technicians, Fire Apparatus Operators, Uniformed Fire Inspectors, Civilian Fire Inspectors/EMS Educators, and Fire Captains; and The Fraternal Order of Police representing Police Officers and Police Sergeants.

Each of the three bargaining units has a separate pay plan. The City also has separate pay plans for Midmanagement, Classified, Appointed Employees, Appointive Officials, and City Council-Appointed Employees. The study is to encompass all associated pay plans.

The pay plans are adopted by Executive Order, Resolution, and/or through a collective bargaining agreement. The majority of pay plans, except for certain ranks in public safety, line workers and Appointive Officials, provide for a 9-step salary range

within each scale. Incumbents progress through the range over a 12-year period. Appointive Officials have established minimum and maximum ranges and increases are tied to performance, not steps.

#### B. Pay Plans.

The pay plan groups are noted below as well as the number of classifications and associated pay scales included in each.

- General Nonmanagement (MEA-AFSCME)—111 classifications; 11 pay scales. EXHIBIT A
- Classified—14 classifications; 7 pay scales. EXHIBIT B
- 3. Appointive Officers—12 classifications; 3 pay scales. EXHIBIT C
- 4. Appointed Employees—3 classifications; 3 pay scales. EXHIBIT D
- Medical/Professional Appointive Employees—3 classifications; 3 pay scales. EXHIBIT E
- 6. Midmanagement—143 classifications; 16 pay scales. EXHIBIT F
- Police (Police Officers and Sergeants)—2 classifications; 2 pay scales. EXHIBIT
   G
- 8. Fire (Firefighter, Emergency Vehicle Technician, Fire Apparatus Operator, Uniformed Fire Inspector, Civilian Fire Inspector/EMS Educator, Fire Protective Equipment Technician, and Fire Captain)—7 classifications; 8 pay scales. EXHIBIT H
- 9. City Council-Appointed Employees—5 classifications; 5 pay scales. EXHIBIT I
- Metro Communications Agency (Communications Operator, Advanced Communications Operator, and Shift Supervisor)—3 Classifications; 3 pay scales. EXHIBIT J

\*A copy of each employee group membership and respective pay scales is attached.

#### C. Plan Operation.

- Appointive Officers, Appointive Medical Professionals, and City Council-Appointed Employees. Pay and progression is established by Executive Order or Resolution.
- 2. Classified, Midmanagement, Appointed Employees, General Non-management.

For the following employee groups: General Non-management, Classified, Midmanagement, and Appointed, there are 9 steps for advancement through the pay structure. Step advancement occurs every 12 months (from step anniversary date) for steps 1 through 5. Step advancement occurs every 24 months for steps 5 through 9. The scale for the position of Line Worker has only 4 steps and advancement occurs every 24 months per step. It typically would take an employee 12 years to move from step 1 to step 9 assuming satisfactory performance. Step advancement may be delayed or withheld for unsatisfactory performance or extended periods of unpaid leave.

Operation of plan; step advancement. See Chapter 39, Sec. 39.121, City Ordinance. EXHIBIT K

Promotion/transfer; salary changes. See Chapter 39, Sec. 39-122, City Ordinance. EXHIBIT L

Reassignment—salary changes. See Chapter 39, Sec. 39.123, City Ordinance. EXHIBIT M

Starting above minimum step. See Chapter 39, Sec. 39-124, City Ordinance. EXHIBIT N

3. Police (Police Officer, Sergeant, Lieutenant, and Police Captain).

Police Officers also have a 9-step pay plan and advance in the same manner described above. The promotional ranks of Police Sergeant, Lieutenant, Captain, and Assistant Police Chief have only 3 steps (1 through 3) and advancement occurs every 24 months per step. The positions of Police Officer and Sergeant are covered by the collective bargaining agreement. The positions of Police Lieutenant, Captain, and Assistant Police Chief are included in the Midmanagement group and subject to the provisions of Chapter 39 (see Exhibit J).

Relevant sections of the labor contract and ordinance are attached.

Article 30, Promotions. EXHIBIT O

Article 34, Wages, including Specialty Pay and Sergeant Performance Incentive Pay. EXHIBIT P

 Fire (Firefighter, Emergency Vehicle Technician, Fire Apparatus Operator, Uniformed Fire Inspector, Civilian Fire Inspector/EMS Educator, and Fire Captain).

Firefighters have a similar step plan as noted for Police Officers above. The classifications for Fire Apparatus Operator, Uniformed Fire Inspector, Civilian Fire Inspector/Fire EMS Educator, Fire Captain, and Emergency Vehicle

Technician have step plans ranging from 4 to 9 total steps. The relevant sections of the labor contract regarding wages and promotions are attached.

Article 8, Wages. EXHIBIT Q

Article 12, Certification and Promotion. EXHIBIT R

5. Metro Communications Agency (Communications Operator, Advanced Communications Operator, and Shift Supervisor).

Communication Operators have an 18-step plan. Step advancement occurs every 6 months (from step anniversary date) for steps 1 through 3. Step advancement occurs every 12 months for steps 3 through 18. Advanced Communications Operator and Shift Supervisor have 16 steps and advancement occurs every 12 months. EXHIBIT S

#### 2.03 Scope of Services

- A. Compensation and Benefits Study—Project Objective.
  - Consultant shall conduct a comprehensive compensation and benefits study of comparable Midwestern cities, public sector employers, and private employers in the local labor market using approximately 85 benchmark classifications as approved by the City. This study must provide data which takes into account the comparable compensation and benefits packages of survey participants, including:
    - Base pay including minimum and maximum ranges, pay step progression/interval analysis, other compensation such as longevity pay, differentials, and allowances and bonuses.
    - b. Employer-paid pension benefits including type (defined benefit or defined contribution), employer contribution (expressed as dollar value, percentage of pay, or other as applicable), vesting period, retirement age, and formula for benefit computation/benefit factor.
    - c. Retirement savings programs (457/401(k)/other)—employer contribution in dollar value or percentage of pay.
    - d. Health/dental insurance, disability insurance, life insurance— employer-paid premium levels, employee premium, and plan design options.
    - e. Paid time-off benefits (vacation, sick leave, personal leave, holidays, etc.)—rate of accrual, days per year, etc., as applicable.

- 2. Data should be collected from participants regarding applicable state or local income taxes for the surveyed region. This will be useful information for comparing "take-home pay" between survey participants.
- For comparison of total compensation, average benefit costs to the surveyed participant employers should be computed as a percentage of base pay, and combined with the base pay rate for particular classifications to show total compensation.
- B. Based on the survey data, recommend wage adjustments to salary plans for the Appointive, Midmanagement, Classified, General, Police, and Fire employee groups that will strengthen the City's ability to satisfy City compensation and benefits objectives. In addition, recommend wage adjustments to salary plans for Metro Communications Agency employees based on survey data.
- C. Recommend a plan and methodology for the City to maintain its pay plans at economically competitive levels over time.
- D. Period of Performance.

Due to constraints established by virtue of collective bargaining agreements between the City and its designated bargaining units, the selected consultant will be required to complete the project described in this request by no later than December 30, 2022. If the due date cannot be met, please state an alternative date in your proposal. To provide an equal basis of comparison for all proposers in determining project approach, proposed schedule of work, cost estimates, and fees, proposers should use this deadline in the preparation of their proposals to the City. The date for initiation of the contract, as well as a detailed schedule for project completion, shall be negotiated between the selected consultant and the City.

## Section 3 Proposal Format and Content

#### 3.01 Submittal Requirements

Each submittal must contain the following information:

1. Cover Letter. Provide name and address of the Firm and contact person with address, telephone number, and email address. Acknowledge receipt of any addenda if applicable. Summarize your understanding of the project. Indicate your acceptance of the requirements of this RFP. Provide a one-page summary of the benefits you believe the City would receive from selecting your Firm.

The cover letter **must be signed** by a duly authorized official of the Firm. Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility rests solely with one company or one legal entity. Each

submittal should indicate the entity responsible for execution on behalf of the proposal team. The Firm offer must be good for 90 days.

### 2. Firm Experience Qualifications.

Provide a listing of information for each person in your Firm participating in this project. State the educational background of each individual, years of experience, length of employment with your Firm, and experience providing a benefits and compensation study.

#### 3. Provide Answers to Questions as part of response:

Please provide separate responses to each of the following items:

- A. Provide a description of how your Firm will achieve the Scope of Services set forth in Section 2.03 of this request.
- B. Provide a proposed timeline your Firm would follow in completing this project.
- C. Describe what your Firm would require of City Human Resources staff to assist you in completing this project, including staff time, technical resources, documents, and data, etc.
- D. Provide a description of proposed fees and expenses your Firm would charge to provide the services described in your response to this request. Please show an approximate breakdown of the proposed fees and expenses based on the different project elements.
- 3. **References.** Firm shall provide a list with contact information of clients that have requested your services.
- 4. **Experiences.** Firm shall supply any recent examples of similar services provided to governmental agencies.

# Section 4 Review of Proposals and Selection of Finalists for Interviews

#### 4.01 Selection Criteria

Upon receipt of the proposals, an evaluation team will determine the best proposal deemed most qualified based on the following criteria:

The evaluation team will rely on the qualitative information contained and presented in the proposals, the reference checks made, and the ability to work well with other project team members in making the decision to select the most qualified Firm to provide services for the City. Selection criteria will be based on:

#### **Evaluation Criteria (100-Point Potential Score)**

•	Understanding of the project and ability to provide	25 nto
	Compensation and Benefits Study	so pis
•	Experience of the Firm's project team	25 pts
•	Timeline, references, and experience	20 pts
•	Project cost	20 pts

Upon review of the proposals, the City will score the proposals and may short-list and may interview the highest ranking Firms. Upon completion of the interviews, the highest ranking Firm may be asked to enter into contract negotiations with the City of Sioux Falls. If an agreement cannot be reached with the highest ranked Firm, the City may move to the next highest ranked Firm. The same process will be repeated with the other ranked Firms if no such agreement can be reached. The City of Sioux Falls reserves the right to not select a Firm as part of this process if an agreement cannot be reached or for any other reason.

#### 4.02 Contract Award

It is the City's intent to enter into a contract with a Firm who best demonstrates the ability to provide Compensation and Benefits Study. After review of the proposals, if the City decides to not enter into contract, the City will notify all Firms in writing.

#### 4.03 Special Conditions

Excluding proprietary information, the successful Firm's proposal and contract are deemed public records and shall be available to the public upon request. In addition, the City shall maintain a "Register of Proposals for this Contract," which shall contain the names of companies who submitted a proposal and the name of the company who was awarded the contract; however, the proposals of the submitting Firms not awarded the contract are nonpublic records and will remain confidential.

## Section 5 General Proposal Information

#### 5.01 Authorized Signature

An individual authorized to bind the Firm to the provisions of the RFP must sign all proposals.

#### 5.02 City Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

#### 5.03 Conflict of Interest

Firms must disclose any instances where the Firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City of Sioux Falls). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Firm's proposal. The City's determination regarding any questions of conflict of interest is final.

#### 5.04 Firm's Certification

By signature on the proposal, the Firm certifies that it complies with:

- The laws of the state of South Dakota.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.
- A condition that the offer will remain open and valid for the period indicated in this solicitation and any condition that the Firm and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City of Sioux Falls).

If any Firm fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

#### 5.05 No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify your Firm from this procurement.

#### 5.06 Indemnification

To the fullest extent permitted by law, the provider, its subcontractors, agents, servants, officers, or employees, shall indemnify and hold harmless the City of Sioux Falls, including, but not limited to, its elected and appointed officials, officers, employees, and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the Firm's performance of the agreement or any other agreements of the Firm, entered into by reason thereof. The Firm shall indemnify and defend the City of Sioux Falls, including, but not limited to, its elected and appointed officials, officers, employees, and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton, or reckless acts or omissions of the Firm, its subcontractor, agents, servants, officers, or employees and any

and all losses or liabilities resulting from any such claims, including, but not limited to, damaged awards, costs, and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The Firm agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

#### 5.07 Insurance Requirements

The Firm shall secure the insurance specified below. All insurance secured by the Firm under the provisions of this section shall be issued by insurance companies acceptable to the City. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of this Agreement.

- Workers' compensation insurance providing the statutory limits required by South Dakota law. In addition, it shall provide Coverage B, Employer's Liability Coverage, of not less than \$1,000,000 each accident, \$1,000,000 disease – policy limits. The required limit may be met by excess liability (umbrella) coverage.
- 2. Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury, and a property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall by separate endorsement name the City and its representative as additional insureds. If "occurrence form" insurance is not available, "claims made" insurance will be acceptable. The policy shall be maintained for three years after completion of this agreement.
- 3. Professional liability insurance providing occurrence basis coverage for any claim arising from the errors, omissions, failure to render a service, or the negligent rendering of the service by the Firm in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. If occurrence form insurance is not available, claimsmade coverage shall be maintained for two years after final completion of the services. The City does not represent that the above coverages and limits are adequate to protect the Firm and assumes no responsibility therefor.
- 4. Loss or breach of data liability coverage/cyber liability insurance covering third-party (including City employees) privacy liability claims resulting from theft, loss, or unauthorized display/use of confidential information, such as confidential third-party corporate and/or personally identifiable information in its care, custody, or control (electronically, on paper, or on a laptop). Such insurance must include coverage for a Firm employee causing the loss or breach. Coverage shall also be provided for liability arising from any confidential information that will be transferred or any transactions that will occur over the Internet (including breach of confidentiality or credit injury to any City customer or vendor arising out of these Internet activities). The aggregate limit shall be \$1,000,000. If coverage is written on a claims-made basis, Firm warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this agreement; and that continuous coverage will be maintained or an extended discovery period will be purchased for a period of one (1) year beginning

when the services under the contract are completed. The City shall be named as an additional insured.

The Firm will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Firm agrees to hold the City harmless from any liability, including additional premium due, because of the Firm's failure to maintain the coverage limits required.

The City's approval or acceptance of certificates of insurance does not constitute the City's assumption of responsibility for the validity of any insurance policies, nor does the City represent that the above coverages are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefor.

The Firm will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Firm agrees to hold the City harmless from any liability, including additional premium due because of the Firm's failure to maintain the coverage limits required.

The City's approval or acceptance of certificates of insurance does not constitute the City's assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverages and limits are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.

#### 5.08 Civil Rights

Contractor shall be subject to the provisions of Chapter 98 of the Code of Ordinances of Sioux Falls, SD. It is declared to be discrimination for the Attorney, because of race, color, sex, creed, religion, ancestry, national origin, or disability, to fail or refuse to hire, to discharge an employee with respect to application, hiring, training, apprenticeship, tenure, promotion, upgrading, compensation, layoff, discharge, or any term or condition of employment.

If the contractor is guilty of discrimination, this agreement may be terminated in whole or in part by the City, and the Attorney may be liable for any costs or expenses incurred by the City in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the agreement so terminated or canceled.

The contractor will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Sioux Falls Commission on Human Relations, its agents or representatives, to ascertain compliance with the above provision.

#### **5.09 Independent Contractor**

The parties agree that the contractor operates an independent business and is contracting to do work according to its own methods, without being subject to the control of the City, except as to the product or result of the work. The relationship between the City and the

contractor shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the contractor is inclusive of any use, excise, income, or any other tax arising out of this agreement.

In the event funds are not budgeted or appropriated for the fiscal year for services provided by the terms of this agreement and due for the then current fiscal year, this agreement shall impose no obligation on the City as to such current year or succeeding year and shall become null and void except as to the annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of the contractor, its successors or assignees, for any further payments.

### 5.10 Special Conditions

The City of Sioux Falls reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and developer(s) that, in the City's sole discretion, are in the best interests of the City of Sioux Falls, South Dakota.

The City reserves the right to:

- a. Amend, modify, or withdraw this RFP.
- b. Revise any requirements under this RFP.
- c. Require supplemental statements of information from any responding party.
- d. Extend the deadline for submission of responses hereto.
- e. Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein.
- f. Waive any nonconformity with this RFP.
- g. Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
- h. Request additional information or clarification of information provided in the response without changing the terms of the RFP.
- i. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Firm.
- j. Not award a contract as a part of, or result of, this RFP process.

The City may exercise the foregoing rights at any time without notice and without liability to any bidder, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

### **Exhibit A**

## 2022 General Employees Classifications and Pay Scales

Job Title	Grade	Occ Code
Accountant	232	116
Animal Control Officer	224	089
Billing Specialist	222	099
Building Inspector	343	501
Building Maintenance Worker	222	283
Business Technician	224	121
Care Coordinator	225	051
Chemist	342	601
City Carrier	221	144
City Carrier/Library	221	148
City Services Technician	223	401
Clinic/Lab Aide	221	066
Code Compliance Officer	342	504
Coding Technician	224	096
Community Health Worker	221	052
Controls Technician	232	576
Custodial Worker	221	285
Dental Assistant	223	050
Dental Hygienist	342	048
Electrical Inspector	342	411
Electrician/Licensed	232/342	575/579
Engineering Technician	232	010
Engineering Technician II	341	041
Environmental Health Specialist/Certified	225/342	090/091
Environmental Technician	225	600
Equipment Operator	224	711
Facilities Carpenter	225	278
Facilities Electrician/Licensed	232/342	279/280
Facilities HVAC Technician	342	277
Fleet Services Technician	224	532
Forensic Specialist I/Forensic Specialist II	231/343	112/104
Health Administrative Technician	223	058
Housing Program Specialist	342	070
Housing Technician	224	078
Industrial Pretreatment Technician	225	541
Landfill Environmental Technician	224	603
Landfill Equipment Operator	224	739
Landfill Scale Operator	221	737
Lead Animal Control Officer	231	083
Lead Building Maintenance Mechanic	231	580

Job Title	Grade	Occ Code
Lead Building Maintenance Worker	231	284
Lead Equipment Operator	231	712
Lead Landfill Equipment Operator	231	713
Lead Landfill Scale Operator	231	743
Lead Maintenance Mechanic	231	578
Lead Mechanic	231	574
Lead Parking Equipment Service Technician	231	239
Lead Parking Patrol	231	234
Lead Police Records Technician	231	960
Lead Sewer Collection Technician/Certified	231/232	572/573
Lead Utility Billing Technician	231	117
Lead Wastewater Operator/Certified	231/232	731/732
Lead Water Distribution System Technician/Certified	231/232	557/558
Lead Water Operator/Certified	231/232	726/727
Library Associate	225	022
Licensed Practical Nurse	222	067
Line Worker	342C	523
Maintenance Mechanic	225	577
Mechanic	225	530
Mechanical Inspector	342	503
Medical Assistant	221	053
Mental Health Counselor	343	065
Nurse Case Manager	343	074
Park Caretaker	231	338
Park Carpenter	224	341
Park Forestry Caretaker	231	335
Park Maintenance Mechanic	225	334
Park Supply Specialist	222	342
Park Technician	224	339
Parking Administrative Technician	223	238
Parking Patrol	222	235
Parts and Inventory Technician	224	154
Parts Worker	222	150
Patient Support Technician	221	097
Permit Technician	224	410
Planning and Zoning Specialist	342	512
Plans Examiner	342	500
Plumbing Inspector	342	511
Police Evidence Technician	222	111
Police Records Technician	223	108
Property Maintenance Inspector	342	415
Public Health Scientist I	225	054
Public Health Scientist II	342	056
Purchasing Assistant	224	143
Purchasing Specialist	232	120

Job Title	Grade	Occ Code
Radiology and Lab Technologist	225	068
Real Estate Specialist	342	069
Recreation Program Specialist	225	288
Registered Nurse (RN)	343	059
Residential Plans Examiner	341	502
Resource Recovery Technician	224	604
Sewer Collection Technician	224	570
Street Logistics Specialist	232	710
Street Logistics Technician	224	709
Technical Clerk	222	109
Technical Support Specialist	232	130
Traffic Sign Technician	224	546
Traffic Signal Technician	231	545
Utilities Services Technician	224	521
Utility Billing Technician	223	113
Utility Electrician	232	524
Utility Locator	222	702
Vehicle/Equipment Service Worker	223	735
Wastewater Operator	225	730
Water Distribution System Technician	224	556
Water Logistics Specialist	232	703
Water Operator	225	725
Water Program Specialist	232	543
Water Quality Analyst	225	602
Water Service Technician	224	721
Welder	225	405

	2022 Hourly Pay Scales—General Employees								
					Steps				
Grade	-1-	-2-	-3-	-4-	-5-	-6-	-7-	-8-	-9-
221	\$17.51	\$18.17	\$18.80	\$19.54	\$20.20	\$20.94	\$21.72	\$22.47	\$23.31
222	\$18.21	\$18.92	\$19.63	\$20.36	\$21.13	\$21.89	\$22.72	\$23.54	\$24.44
223	\$18.97	\$19.69	\$20.47	\$21.25	\$22.03	\$22.91	\$23.79	\$24.67	\$25.60
224	\$20.97	\$21.80	\$22.68	\$23.53	\$24.46	\$25.46	\$26.41	\$27.49	\$28.55
225	\$22.66	\$23.53	\$24.53	\$25.49	\$26.54	\$27.59	\$28.69	\$29.84	\$31.07
231	\$23.54	\$24.54	\$25.53	\$26.59	\$27.70	\$28.82	\$30.00	\$31.23	\$32.50
232	\$24.58	\$25.60	\$26.70	\$27.82	\$28.99	\$30.20	\$31.50	\$32.78	\$34.13
341	\$26.41	\$27.59	\$28.77	\$30.00	\$31.29	\$32.65	\$34.02	\$35.49	\$37.02
342	\$27.61	\$28.81	\$30.09	\$31.35	\$32.74	\$34.19	\$35.70	\$37.26	\$38.93
342 C	\$34.19	\$35.70	\$37.26	\$38.93					
343	\$28.81	\$30.12	\$31.41	\$32.82	\$34.33	\$35.85	\$37.47	\$39.09	\$40.88

## **Exhibit B**

2022 Classified Employees Classifications and Pay Scales

Job Title	Grade	Occ Code
Administrative Assistant	223	107
Assistant City Clerk	225	005
Communications Service Lead	231	128
Creative Specialist	222	127
Document Specialist	221	124
Human Relations Specialist	232	918
Human Resources Specialist	232	151
Legal Administrative Assistant	223	011
Licensing Specialist	232	400
Paralegal	232	102
Payroll/Benefits Specialist	232	034
Public Works Legal Specialist	232	241
Web Content Specialist	223	129
Workers' Compensation Specialist	232	147

	2022 Hourly Pay Scales—Classified Employees								
					Steps				
Grade	-1-	-2-	-3-	-4-	-5-	-6-	-7-	-8-	-9-
221	\$ 18.77	\$ 19.46	\$ 20.16	\$ 20.87	\$ 21.66	\$ 22.44	\$ 23.24	\$ 24.10	\$ 25.00
222	\$ 19.58	\$ 20.23	\$ 20.98	\$ 21.78	\$ 22.63	\$ 23.45	\$ 24.31	\$ 25.24	\$ 26.21
223	\$ 20.34	\$ 21.13	\$ 21.90	\$ 22.74	\$ 23.62	\$ 24.54	\$ 25.47	\$ 26.38	\$ 27.45
224	\$ 22.46	\$ 23.38	\$ 24.28	\$ 25.20	\$ 26.24	\$ 27.22	\$ 28.31	\$ 29.42	\$ 30.62
225	\$ 24.24	\$ 25.20	\$ 26.26	\$ 27.29	\$ 28.38	\$ 29.53	\$ 30.72	\$ 31.98	\$ 33.22
231	\$ 25.24	\$ 26.28	\$ 27.37	\$ 28.51	\$ 29.66	\$ 30.86	\$ 32.11	\$ 33.48	\$ 34.83
232	\$ 26.31	\$ 27.44	\$ 28.60	\$ 29.82	\$ 31.07	\$ 32.35	\$ 33.71	\$ 35.14	\$ 36.58

## **Exhibit C**

## 2022 Appointive Officers Classifications and Pay Ranges

Job Title	Grade	Occ Code
Chief of Staff	600	002
City Attorney	583	015
Director of Finance	600	009
Director of Human Resources	582	040
Director of Innovation and Technology	582	811
Director of Parks and Recreation	583	060
Director of Planning and Development Services	583	006
Director of Public Works	600	008
Director of Siouxland Libraries	582	019
Fire Chief	583	201
Police Chief	583	221
Public Health Director	583	086

2022 Bi-Weekly Pay Ranges—Appointive Officers							
Grade	Maximum						
582	\$4912.00	\$6203.20					
583	\$5305.60	\$6702.40					
600	\$6200.00	\$7835.20					

## **Exhibit D**

## 2022 Appointed Employees Classifications and Pay Scales

Job Title	Grade	Occ Code
Culture and Innovation Officer	461	903
Mayor's Executive Assistant	225	801
Mayor's Office Communications Coordinator	343	902

2022 Bi-Weekly Pay Scales—Appointed Employees										
	Steps									
Grade	-1-	-123456789-								
225	\$1939.20	\$2016.00	\$2100.80	\$2177.60	\$2270.40	\$2362.40	\$2457.60	\$2558.40	\$2657.60	
343	\$2503.20	\$2636.00	\$2764.80	\$2896.00	\$3025.60	\$3156.80	\$3290.40	\$3419.20	\$3550.40	
461	\$2973.60	\$3141.60	\$3308.80	\$3475.20	\$3643.20	\$3805.60	\$3976.00	\$4142.40	\$4310.40	

## Exhibit E

2022 Medical Professional Appointive Employees Classifications and Pay Ranges

Job Title	Grade	Occ Code
Dentist	593	161
Chief Dental Officer	594	165
Chief Medical Officer	605	162

2022 Bi-Weekly Pay Ranges—Medical Professional Appointive Employees								
Grade	Minimum	Maximum						
593	\$5716.00	\$7488.00						
594	\$6288.00	\$8236.80						
605	\$7316.80	\$10,099.20						

### **Exhibit F**

## 2022 Midmanagement Employees Classifications and Pay Scales

Job Title	Grade	Occ Code
Advanced Practice Provider	462	163
Animal Control Supervisor	342	092
Assistant City Attorney	461	100
Assistant City Engineer	463	910
Assistant Director of Finance	463	141
Assistant Director of Human Resources	463	038
Assistant Director of Parks and Recreation	463	060
Assistant Director of Planning and Development Services	472	003
Assistant Library Director	461	026
Assistant Police Chief	897	012
Biosolids Supervisor/Certified	342/343	561/566
Branch Librarian	343	018
Building Inspection Manager	351	406
Building Maintenance Supervisor	342	281
Business Analyst	343	118
Business and Project Manager	352	114
Business Application Specialist	342	152
Business Development Coordinator	351	417
Business Operations Manager	463	043
Chief Accountant	352	095
Chief Building Official	461	079
Chief of Clinical Health Services	461	088
Chief of Health Administration and Performance Management	461	087
Chief of Health Protection and Prevention Services	461	166
Chief Technology Officer	463	142
City Engineer	472	007
CityLink Producer	342	139
Civic Analytics Analyst	343	016
Civic Analytics Manager	461	042
Civic Analytics Specialist	342	045
Clinical Initiatives Manager	351	028
Clinical Services Manager	351	029
Communications and Marketing Coordinator	342	157
Communications and Marketing Manager	352	082
Communications Services Supervisor	342	156
Community Development Coordinator	343	417
Community Housing Coordinator	342	418
Controls System Supervisor	342	565

Job Title	Grade	Occ Code
Criminal Analyst	342	229
Custodial Supervisor	342	286
Customer Experience Supervisor	342	081
Dental Services Manager	351	046
Deputy City Attorney	472	014
Desktop Support Administrator	341	181
Digital and Programs Manager	351	180
Digital Services Coordinator	342	155
District Park Supervisor	342	337
Electrical Inspection Manager	351	407
Emergency Manager	352	200
Emergency Medical Quality Assurance Coordinator	342	049
Employee Relations Manager	352	931
Engineering Program Manager	461	972
Engineering Project Manager/P.E.	342/342C	968/969
Engineering Services Coordinator	342	970
Environmental Analyst	342	093
Environmental Engineer	461	906
Environmental Health Manager	351	055
Environmental Services Manager	463	551
Finance Manager	352	115
Fire Battalion Chief	880	211
Fire Battalion Chief/Enforcement and Investigation	880	208/202
Fire Division Chief	885	212
Fire Marshal	885	204/205
Fire Protection Engineer/P.E.	342/342C	213/214
Fire Records Analyst	342	110
Fleet Manager	352	531
Fleet Supervisor	342	528
Health Information Technology Coordinator	342	962
Health Program Coordinator	342	027
Housing Compliance Supervisor	351	515
Housing Development Manager	461	030
Human Resources Payroll Analyst	343	149
Information Security Administrator	343	140
Information Security Architect	351	182
Information Technology Infrastructure Manager	461	137
Information Technology System Manager	351	062
Information Technology Support Supervisor	351	138
Information Technology System Analyst	343	135
Landfill Operations Manager	352	742
Librarian	342	023
Light Supervisor	342C	522

Job Title	Grade	Occ Code
Light, Power, and Traffic Superintendent	462	520
Mechanical Inspection Manager	351	408
Neighborhood and Preservation Planner	342	233
Neighborhood Revitalization Supervisor	351	505
Network Administrator	343	136
Network Architect	351	183
Nurse Manager	351	941
Park Central Services Supervisor	342	340
Park Development Specialist	343	299
Park Forestry Supervisor	342	336
Park Operations Manager	352	952
Patient Intake Supervisor	342	961
Planning Projects Coordinator	342	514
Plumbing Inspection Manager	351	409
Police Application Specialist	342	105
Police Captain	895	223
Police Lieutenant	890	224
Police Records Manager	351	220
Principal Engineer	461	913
Public Health Laboratory Manager	352	057
Public Health Prevention Coordinator	342	085
Public Parking Facilities Manager	351	237
Purchasing Manager	352	119
Quality and Performance Improvement Coordinator	343	076
Recreation Manager	352	951
Recreation Program Coordinator	342	287
Regulatory Compliance Manager	351	540
Risk Manager	352	929
Safety and Risk Manager	342	930
Sanitary Landfill Superintendent	462	736
Senior Accountant/CPA	342/343	131/132
Senior Assistant City Attorney	463	101
Senior Librarian	352	017
Senior Planner	351	080
Sewer Collection Supervisor/Certified	342/343	562/563
Staff Engineer/P.E.	342/342C	964/965
Strategic Project Manager	343	911
Street Maintenance Supervisor	342	552
Street Operations Manager	463	550
Sustainability Coordinator	342	734
System Administrator	343	145
Talent Acquisition Coordinator	343	039
Talent Manager	462	036

Job Title	Grade	Occ Code
Traffic Devices Maintenance Supervisor	342	098
Traffic Engineer/P.E.	342/342C	966/967
Traffic Operations Engineer	461	971
Training and Development Coordinator	343	164
Transit Program Coordinator	342	506
Urban Forestry Specialist	342	333
Urban Planner	342	063
Utility Administrator	472	013
Utility Billing Supervisor	351	547
Wastewater Facilities Engineer	351	539
Wastewater Maintenance Supervisor	351	723
Wastewater Operations Manager	352	564
Wastewater Superintendent	463	537
Watershed Maintenance Supervisor	342	538
Water Distribution System Supervisor/Certified	342/343	548/544
Water Maintenance Supervisor	351	724
Water Operations Manager	352	554
Water Program Coordinator	342	535
Water Service Supervisor/Certified	342/343	559/560
Water Superintendent	463	536

	2022 Bi-Weekly Pay Scales—Midmanagement Employees											
	Steps											
Grade	-1-	-2-	-3-	-4-	-5-	-6-	-7-	-8-	-9-			
341	2264.80	2366.40	2476.80	2589.60	2702.40	2813.60	2926.40	3043.20	3176.00			
342	2428.00	2558.40	2680.00	2803.20	2925.60	3052.00	3176.80	3300.00	3421.60			
342 C	2553.60	2682.40	2812.80	2942.40	3072.00	3204.80	3333.60	3466.40	3594.40			
343	2503.20	2636.00	2764.80	2896.00	3025.60	3156.80	3290.40	3419.20	3550.40			
351	2638.40	2780.00	2921.60	3061.60	3204.80	3345.60	3484.80	3628.00	3769.60			
352	2877.60	3035.20	3192.00	3351.20	3508.00	3666.40	3828.00	3981.60	4141.60			
461	2973.60	3141.60	3308.80	3475.20	3643.20	3805.60	3976.00	4142.40	4310.40			
462	3249.60	3437.60	3624.80	3810.40	4000.00	4188.00	4372.80	4559.20	4748.80			
463	3564.00	3772.80	3983.20	4196.00	4403.20	4614.40	4821.60	5032.00	5242.40			
472	3702.40	3927.20	4157.60	4386.40	4616.00	4844.00	5070.40	5297.60	5525.60			
473	3805.60	4045.60	4287.20	4524.00	4759.20	5002.40	5239.20	5478.40	5716.80			
880	4030.40	4171.20	4320.00									
Shift 880	38.0478	39.3769	40.7816									
885	4536.00	4688.00	4841.60									
890	4069.60	4212.80	4360.80									
895	4579.20	4732.80	4889.60									
897	5226.40	5473.60	5724.00									

Note: Grades 880, 885, 890, 895 and 897 steps 1-3 are 24-month steps.

#### **Exhibit G**

## 2022 Police Non-Management Employees Classifications and Pay Scales

Job Title	Grade	Occ Code
Police Officer	850	228
Police Sergeant	855	225

2022 Hourly Pay Scales—Police Non-Management Employees										
		Steps								
Grade	-1-	-2-	-3-	-4-	-5-	-6-	-7-	-8-	-9-	
850	\$27.68	\$29.11	\$30.57	\$32.00	\$33.46	\$34.92	\$36.39	\$37.84	\$39.28	
855	\$42.22	\$43.73	\$45.27							

2022 Fire Non-Management Employees Classifications and Pay Scales

Job Title	Grade	Occ Code
Emergency Vehicle Technician/Certified	800/801	533/534
Firefighter	805	210
Fire Apparatus Operator	810	207
Fire Captain	815	203
Fire EMS Educator	821	218
Fire Inspector Uniformed/Civilian	820/821	209/216
Fire Protective Equipment Technician	822	103

**Emergency Vehicle Technician/Certified** 

Years		0	1	2	3	4	6	8	10	12
Step		1	2	3	4	5	6	7	8	9
	800	24.68	25.69	26.73	27.85	29.01	30.21	31.43	32.76	34.09
	801	25.43	26.45	27.53	28.69	29.89	31.10	32.39	33.73	35.10

**Firefighter** 

· ·· original										
Years		0	1	2	3	4	6	8	10	12
Step		1	2	3	4	5	6	7	8	9
	805	1965.40	2070.77	2176.15	2280.17	2385.60	2484.32	2589.80	2693.99	2799.51
	S	18.5538	19.5485	20.5433	21.5253	22.5205	23.4525	24.4482	25.4318	26.4279
	Н	24.5675	25.8846	27.2019	28.5021	29.8200	31.0540	32.3725	33.6749	34.9939

**Fire Apparatus Operator** 

Years		3	4	6	8	10	12	15
Step		1	2	3	4	5	6	7
	810	2380.98	2491.05	2594.13	2704.27	2813.05	2923.27	3037.98
	S	22.4769	23.5160	24.4891	25.5288	26.5557	27.5962	28.6791
	Н	29.7623	31.1381	32.4266	33.8034	35.1631	36.5409	37.9748

Fire Captain

Years*		0	3	6	9
Step		1	2	3	4
	815	3100.63	3209.13	3321.45	3437.70
	S	29.2706	30.2948	31.3551	32.4526
	Н	38.7579	40.1141	41.5181	42.9713

\*years in rank completed

#### **Uniformed Fire Inspector**

Ollifoli		no mopo	Otol			
Years*		0	3	6	9	12
Step		1	2	3	4	5
	820	2915.42	3028.88	3147.37	3270.08	3398.66
	S	27.5221	28.5932	29.7118	30.8702	32.0840
	Н	36.4428	37.8610	39.3421	40.8760	42.4833

\*years in rank completed

#### **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	2580.94	2687.67	2801.96	2915.42	3028.88	3147.37	3270.08	3398.66
	S	24.3646	25.3721	26.4511	27.5221	28.5932	29.7118	30.8702	32.0840
	Н	32.2618	33.5959	35.0245	36.4428	37.8610	39.3421	40.8760	42.4833

**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	19.25	19.99	20.77	21.56	22.36	23.25	24.14	25.04	25.98

#### Exhibit I

NA
11/16/21
11/16/21
11/20/21
12/10/21

#### RESOLUTION NO. 137-21

A RESOLUTION ESTABLISHING REPORTING STRUCTURES, PAY SCALES, AND EVALUATIONS FOR CITY COUNCIL-APPOINTED STAFF.

WHEREAS, Section 2.08 of the Charter of the City of Sioux Falls authorizes the City Council to appoint an officer of the City who shall oversee the operations of the City Clerk's Office and therefore shall carry the title City Clerk; and

WHEREAS, Section 2.10 of the Charter of the City of Sioux Falls authorizes the City Council to provide for an independent audit of all City accounts and may provide for more frequent audits as necessary; and

WHEREAS, the Internal Audit Manager and the Internal Auditor will have structural reporting authority to the City Council's Audit Chair; and

WHEREAS, the City Clerk, Budget Analyst, and Chief of Legislation and Policy will have structural reporting authority to the City Council's Operations Chair; and

WHEREAS, the City Council will maintain market-competitive salary ranges for the positions of Budget Analyst, City Clerk, Internal Audit Manager, Internal Auditor, and Chief of Legislation and Policy; and

WHEREAS, the City Council shall determine the scope and nature of the work of the Budget Analyst, City Clerk, Internal Audit Manager, Internal Auditor, and Chief of Legislation and Policy;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SIOUX FALLS, SD:

- 1. Each City Council-appointed position shall have a designated nine-step pay scale from minimum to maximum.
  - a. The 2022 biweekly salary scale for the Budget Analyst shall be as follows:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$2,428.00	\$2,558.40	\$2,680.00	\$2,803.20	\$2,925.60	\$3,052.00	\$3,176.80	\$3,300.00	\$3,421.60

b. The 2022 biweekly salary scale for the City Clerk shall be as follows:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$2,877.60	\$3,035.20	\$3,192.00	\$3,351.20	\$3,508.00	\$3,666.40	\$3,828.00	\$3,981.60	\$4,141.60

1

#### Exhibit I

c. The 2022 biweekly salary scale for the Chief of Legislation and Policy shall be as follows:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$2,973.60	\$3,141.60	\$3,308.80	\$3,475.20	\$3,643.20	\$3,805.60	\$3,976.00	\$4,142.40	\$4,310.40

d. The 2022 biweekly salary scale for the Internal Audit Manager shall be as follows:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$2,638.4	0 \$2,780.00	\$2,921.60	\$3,061.60	\$3,204.80	\$3,345.60	\$3,484.80	\$3,628.00	\$3,769.60

e. The 2022 hourly salary scale for Internal Auditor shall be as follows:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$28.81	\$30.12	\$31.41	\$32.82	\$34.33	\$35.85	\$37.47	\$39.09	\$40.88

2. City Council employees shall progress through the applicable nine-step salary scale as follows:

From Step	To Step	Waiting Period in Months
1	2	12
2	3	12
3	4	12
4	5	12
5	6	24
6	7	24
7	8	24
8	9	24

- 3. Employee progression through the pay scale is contingent upon satisfying the requisite waiting period as identified above and achieving satisfactory performance as documented utilizing applicable employee performance evaluation forms made available through the City's Human Resources department. An employee step advancement may be delayed or denied based upon documented performance.
- 4. Performance reviews shall be conducted according to the following table:

Job Title	Immediate Supervisor/Reviewer	Council Authorization					
Auditor	Internal Audit Manager	Audit Chair					
Internal Audit Manager	Audit Chair	Audit Chair					
Assistant City Clerk	City Clerk	Council Chair or Vice-Chair					
City Clerk	Operations Committee Chair	Council Chair or Vice-Chair					
Budget Analyst	Operations Committee Chair	Council Chair or Vice-Chair					
Chief of Legislation and Policy	Operations Committee Chair	Council Chair or Vice-Chair					

#### Exhibit I

In the event of an emergency or absence of the immediate supervisor/reviewer, the Council Chair may designate a City Council member or Committee representative to conduct a particular performance review in order to maintain continuity of operations.

- 5. Any performance/step increase shall be in addition to any inflation adjustment and shall be effective on the employee's anniversary date.
- 6. The City Council's appointed employees' salary scales will be modified on the first full pay period of the calendar year to reflect any adopted inflation adjustment to the assigned salary range.
- 7. The Director of Human Resources shall assist the City Council in ensuring market-competitive salary ranges and adherence to federal, state, and City employment practices.
- 8. The City Council may modify these provisions in any one calendar year based on budgetary reasons or at their discretionary authority.

Date adopted:	11/16/21

Paul TenHaken, Mayor

ATTEST:

Thomas Greco, City Clerk

2022 Metro Communications Agency Classifications and Pay Scales

2022 Payroll Matrix: (1.75%)																			
POSITION	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
			6 mo	6 mo	1 yr														
Communications Operator	120	22.22	23.10	24.03	24.50	24.99	25.49	26.01	26.53	27.07	27.60	28.15	28.72	29.29	29.86	30.47	31.08	31.69	32.35
Administra			1 yr																
Advanced Communications Operator	130	26.29	26.82	27.35	27.90	28.46	29.03	29.61	30.20	30.80	31.42	32.05	32.69	33.34	34.00	34.70	35.39		
Shift Supervisor	140	29.50	30.09	30.69	31.30	31.93	32.57	33.22	33.88	34.55	35.26	35.97	36.68	37.41	38.17	38.93	39.70		

#### 39.121 OPERATION OF PLAN; STEP ADVANCEMENT.

(a) Except as otherwise provided in this section, an employee's eligibility for step advancements within the city's position classification and pay plan is pursuant to the completion of the waiting period within each step as shown in the following table:

From Step	To Step	Waiting Period in Months
1	2	12
2	3	12
3	4	12
4	5	12
5	6	24
6	7	24
7	8	24
8	9	24

- (b) New employees under the city's classification and pay plan will start at step 1 except as specifically provided in § 39.124. Upon completing the waiting period in each step as shown in division (a) above, the employee will advance to the next step unless cause for denial is shown by the employer. If cause is shown by the employer and an employee is denied step advancement at the time of eligibility, the employer may grant the employee that step advancement at any time thereafter.
- (c) The employee's anniversary date for purposes of step advancement eligibility will be the month and day of the actual hire date unless cause for denial is shown by the employer. When a step is denied, the anniversary date for future step advancement eligibility will be the effective date of the next step increase that is granted.
- (d) Should an employee be absent from the job on unpaid leave for more than 30 days during the waiting period for step advancement eligibility, the waiting period for that step will be extended for a period of time equal to the absence, and the employee's anniversary date for future step advancement eligibility will be adjusted to the effective date of the next step increase that is granted.
- (e) If step advancement is granted, it shall be granted on the first day of the biweekly pay period which is nearest to the anniversary date of the employee.
- (f) A midmanagement employee may be eligible for an annual accelerated step advancement under the city's position classification and pay plan. Accelerated step placement will be based upon documented excellence in employee performance. Any acceleration of step advancement for excellence in performance must be recommended by the director and approved by the director of human resources and the mayor.

(1957 Rev. Ords., § 2.210; 1992 Code, § 30-97) (Ord. 2669, passed 3-3-1970; Ord. 84-75, passed 12-15-1975; Ord. 100-76, passed 11-29-1976; Ord. 130-81, passed 12-28-1981; Ord. 41-83, passed 6-27-1983; Ord. 97-83, passed 11-21-1983; Ord. 24-91, passed 3-25-1991; Ord. 87-91, passed 11-25-1991; Ord. 37-95, passed 3-6-1995; Ord. 4-01, passed 1-8-2001; Ord. 73-01, passed 8-6-2001; Ord. 97-16, passed 8-9-2016)

#### **Exhibit L**

#### 39.122 PROMOTION/TRANSFER; SALARY CHANGES.

- (a) The word **PROMOTION** as used in this section applies to an actual permanent vacancy resulting in the movement of an employee from his or her present job classification to another job classification having a higher maximum biweekly or hourly rate of pay. The word **TRANSFER** as used in this section applies to an actual permanent vacancy resulting in the movement of an employee from his or her present job classification or position to another job classification or position having an equivalent or lower maximum biweekly or hourly rate of pay.
- (b) An employee promoted to fill a vacant position shall be placed into the salary step of the pay grade which is at least, and is closest to, 5% higher than the salary received prior to the promotion. Based upon qualifications and the needs of the city, and upon the recommendation of the director of human resources, the mayor may approve placements above 5%. However, if salary Step 9 of the new position is less than 5% higher than the salary amount received prior to promotion, the employee will be placed at Step 9 and receive the lower percentage increase in pay. A promoted employee is not eligible for a step increase upon completion of probation. Upon recommendation of the director of human resources, the mayor may adjust salary steps.
- (c) When an employee transfers from a position in one department to a position in another department without a change in job classification, the employee's salary step and rate of pay shall remain the same.
- (d) When an employee transfers to a job classification with the same or lower maximum biweekly or hourly rate of pay, the employee must have completed a minimum of one year of experience in the same field at the same level of difficulty for each step granted above step 1 in the new pay scale. The salary step placement will be made at the discretion of the department head, subject to approval by the director of human resources.
- (e) After successful completion of a six-month probationary period, a transferred employee may be eligible to advance to the next step in the salary grade. An employee shall only be eligible for a probationary step advancement if the employee's biweekly or hourly rate of pay was reduced at the time of transfer. The anniversary date for future step advancement eligibility shall be the effective date of the probationary step advancement if one is granted.
- (f) The anniversary date for future step advancement eligibility will not be adjusted at the time of promotion or transfer unless there is a change in the biweekly or hourly rate of pay. If the biweekly or hourly rate of pay is changed, the anniversary date for future step advancement eligibility shall become the effective date of promotion or transfer.

(1992 Code, § 30-98) (Ord. 24-91, passed 3-25-1991; Ord. 87-91, passed 11-25-1991; Ord. 37-95, passed 3-6-1995; Ord. 87-97, passed 12-2-1997; Ord. 129-99, passed 12-13-1999; Ord. 30-02, passed 4-8-2002)

## 39.123 REASSIGNMENT; SALARY CHANGES.

Those employees not represented by a collective bargaining unit are subject to the following provisions:

- (a) Reassignment for employees applies to a personnel action where no actual vacancy exists but an employee's job classification and/or pay grade is changed. This personnel action will result from a management-initiated job audit or reorganization.
- (b) When the pay grade for a classification is upgraded or if an employee is reassigned to a classification having a higher maximum or hourly rate of pay, the employee's salary shall:
- (1) Go to the step with the salary amount in the new pay grade which is at least and closest to 3% over the salary amount received in the prior pay grade if the employee has not been performing the duties commensurate with their higher pay grade prior to their reassignment; or
- (2) Go to the step in the new pay grade which is at least and closest to 5% over the salary amount received in the prior pay grade if the employee is, through a management-initiated audit, determined to have been performing duties commensurate with the higher pay grade prior to the reassignment.
- (c) When an employee is reassigned to a job classification due to a management-initiated job audit or reorganization having the same maximum biweekly or hourly rate of pay, the employee's salary step rate of pay and the step anniversary date for future advancement shall remain the same.
- (d) When the pay grade for a classification is downgraded or when an employee is reassigned to a job classification due to a management-initiated job audit or reorganization having a lower maximum biweekly or hourly rate of pay, the employee shall be placed into the salary step of the new pay grade which is next, lower than and closest to the salary amount received prior to the reassignment, and the step anniversary date for future advancement shall remain the same. When the employee's salary level, prior to reassignment, is greater than step 9 of the newly assigned pay grade, the employee's biweekly or hourly rate of pay shall be frozen as of the date of the reassignment. The employee's salary rate shall remain frozen until a time as step 9 of the pay grade assigned to the employee's classification is equal to or greater than the employee's frozen salary rate of pay. When that occurs, the employee shall be placed into step 9 of the new pay grade assigned to the employee's classification.
- (e) If reassignment occurs and the employee is reassigned to a higher pay grade, the employee's anniversary date for future step advancement eligibility will be the effective date of the reassignment.

(1957 Rev. Ord., § 2.211; 1992 Code, § 30-99) (Ord. 2669, passed 3-3-1970; Ord. 80-77, passed 11-28-1977; Ord. 58-83, passed 8-29-1983; Ord. 24-91, passed 3-25-1991; Ord. 87-91, passed 11-25-1991; Ord. 97-92, passed 11-9-1992; Ord. 44-93, passed 5-24-1993; Ord. 32-94, passed 4-11-1994; Ord. 97-16, passed 8-9-2016)

## **Exhibit N**

### 39.124 STARTING ABOVE MINIMUM STEP.

New employees under the city's classification and pay plan may be placed in a step above step 1. Any placement above step 1 must be approved by the director of human resources. Any placement above step 5 must also be approved by the mayor. Upon recommendation of the director of human resources and approval of the mayor, salary step adjustments may be made for incumbents affected by entrance salary placements.

(1957 Rev. Ords., § 2.212; 1992 Code, § 30-100) (Ord. 2669, passed 3-3-1970; Ord. 99-84, passed 6-25-1984; Ord. 87-91, passed 11-25-1991; Ord. 37-95, passed 3-6-1995; Ord. 87-97, passed 12-2-1997; Ord. 9-99, passed 1-4-1999; Ord. 28-00, passed 4-10-2000; Ord. 4-01, passed 1-8-2001)

## Article 30 Promotions

#### Section 1. Defined.

A promotion shall occur when there exists an actual permanent vacancy within the bargaining unit which results in the movement of an employee from their present job classification to the vacant position with an increase in maximum biweekly rate of pay as provided in Article 34, Wages.

**Section 2.** In testing and evaluating officers for promotions, no identical written test shall be given two or more consecutive tests.

**Section 3.** The following minimum requirements have been established for promotion in the Police Department bargaining unit:

Police Sergeant: Minimum of four continuous years of service in the Police Department. Must have held rank of Patrol Officer for four consecutive years in the Sioux Falls Police Department immediately preceding the promotional examination date. Candidates must have satisfactory service rating on their most recent annual evaluation and not subject to disqualification pursuant to Chapter 39, subsection 39.049, of the City Code of Ordinances.

The City will give 30 days' written notice to the Union of any changes in the minimum requirements presently in effect for promotion to Police Lieutenant.

### Section 4. Eligibility for Promotion.

An employee shall be eligible for promotion after actual continuous service in the position as described in Section 3 of this Article. The length of service necessary to qualify a person for promotion shall not be less than six months in the new position. Service as used in this section shall mean service as a result of regular appointment. Persons on leave of absence or on reinstatement list, if otherwise qualified, shall be eligible to take promotional examination only with the approval of the Civil Service Board. Candidates must have satisfactory service rating on their most recent annual evaluation and not subject to disqualification pursuant to Chapter 39, subsection 39.049, of the City Code of Ordinances.

In the event of a tie in promotional testing scores, overall department seniority will serve as the tiebreaker unless South Dakota state law requirements regarding veterans' preference in employment apply.

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

### Section 5. Probation Period.

A promotion within the ranks of the Police Department shall not be deemed complete until a period of probation not to exceed six months has elapsed. If, at any time during the probation period, a promoted employee is appraised less than satisfactory in overall performance, the employee shall be returned to the position from which they were promoted, provided that the vacancy still exists in the case of an employee promoted from an outside department. The action of returning a promoted employee to their former position is not cognizable under civil service as outlined in Article 5, Section 4.

The probationary period for a promotional 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 days.

#### Section 6. Notice.

The Employer will give employees 30 days' notice of any changes in the procedural rules and regulations governing the administration of promotional examinations.

# Article 34 Wages

**Section 1.** The pay scales for employees in this bargaining unit are as follows:

Position
Police Officer
Sergeant

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

Year	COLA	Market	Total
2021	1.5%	2.5%	4.0%
2022	2.0%	2.0%	4.0%
2023	2.0%	0.5%	2.5%

Pay grades shall be set forth in Exhibit A.

Pay grades for 2021 shall become effective January 11, 2021, pay grades for 2022 shall become effective January 10, 2022, and pay grades for 2023 shall become effective January 9, 2023, 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.

**Section 3.** Police Officer progression through step advancement will be allowed pursuant to the following table:

From Step	To Step	Waiting Period In Months
1	2	15
2	3	12
3	4	12
4	5	12
5	6	24
6	7	24
7	8	24
8	9	24

Sergeant progression through step advancement will be allowed pursuant to the following table:

		Waiting Period
From Step	To Step	In Months
1	2	24
2	3	24

An employee must complete the required waiting period within a particular step prior to eligibility for advancement to the next step.

However, newly hired Police Officers with law enforcement certification from another state who successfully pass the reciprocity examination for certification in South Dakota may, in accordance with City ordinance and with administrative approval, advance to the next applicable pay step without regard to satisfying the applicable waiting period prescribed above.

Newly hired Police Officers will serve a 15-month probationary period. The step anniversary date for newly hired Police Officers will be effective on the date they complete their 15-month probationary period, regardless of entry step placement, modified step placement due to successfully passing the reciprocity examination, or the waiting period identified above.

**Section 4.** New hires starting above the minimum step for Police Officer according to Chapter 39, subsection 39.124, of the City Code of Ordinances shall not affect overall seniority in the department. The hire date shall constitute the seniority date.

**Section 5.** Employees promoted to the rank of Police Sergeant shall be placed into step 1. A promoted employee will not be eligible for a step advancement until the completion of the regular waiting period as defined in Section 3 above.

**Section 6.** The employee's step anniversary date, for purposes of step advancement eligibility, is the day and month established when an employee is placed into a new pay scale as the result of hire, promotion, reduction in rank, or transfer to another classification with a different pay scale. An employee's step anniversary date may be adjusted if the employee's service is interrupted by unpaid leave of 30 or more calendar days in a year, 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 Contract.

If cause is shown by the supervisor, or Police Chief or designee, advancement to the next higher step will be denied. Any employee denied a step advancement at the time of eligibility may be given the step advancement at any time after the denial. 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 7. Police Training Officers.

Designated police training officers shall receive a 3 percent adjustment in addition to their regular base hourly rate of pay while they hold the position of police training officer. The PTO designation shall be considered a duty assignment which is made at the sole discretion of the Chief.

### Section 8. Specialty Pay.

Personnel serving in eligible specialty assignments shall receive \$1,450 in specialty pay annually paid in two equal installments. \$725 will be paid in the second paycheck of each year, and the remaining \$725 will be paid in the first paycheck of December of each year.

If the employee receives the \$725 payment in the second paycheck of the year and separates from City employment before June 1 of the year, the City will not require repayment of the specialty pay. If an employee separates from City employment after June 1 but prior to the December payment, the employee will not receive the \$725 payment.

The following provisions apply if an employee begins a specialty assignment after the payment dates noted above:

- An employee that begins an eligible specialty assignment after the second paycheck of the year will receive specialty pay prorated on a weekly basis based on the time period between the beginning of the eligible specialty assignment and June 1.
- An employee that begins an eligible specialty assignment after June 1 will receive specialty pay prorated on a weekly basis based on the date of the beginning of specialty assignment and the first paycheck of December.

The following provisions apply if an employee ceases to serve in a specialty assignment after the payment dates noted above due to reasons other than performance, discipline, or separation of employment:

- In the event an employee leaves an eligible specialty assignment after receiving the specialty pay in the second paycheck the year and before June 1, the employee shall return the prorated portion of the specialty pay to the City.
- In the event an employee leaves an eligible specialty assignment after June 1, the employee would receive specialty pay prorated on a weekly basis based on the time period between June 1 and the employee's separation from the specialty assignment.

Eligible specialty assignments include the following: Detectives, SWAT, Bomb Squad, CNU, K-9, Traffic Crash Investigators, and Administrative Services training. No employee may serve or be assigned to more than two specialty assignments. Specialty assignments are at the discretion of the Police Chief or designee.

## Section 9. Police Sergeant Performance Incentive Pay.

Police Sergeants with six or more years as a Sergeant shall be eligible to receive \$2,000 in performance incentive pay. Eligibility is contingent upon obtaining a satisfactory performance evaluation and having no formal disciplinary actions that resulted in a suspension without pay or higher during the performance period. The incentive payment shall be made in the next pay period following the performance review effective date.

## Section 10. Shift Differential.

Officers or Sergeants whose work hours occur between 6 p.m. and 6 a.m. shall be paid a shift differential of \$1.00 per hour, in addition to their regular base hourly rate of pay, for all hours actually worked between the hours of 6 p.m. and 6 a.m. This shift differential will not apply to any hours worked while on standby or on emergency call-in for which the employee is guaranteed overtime pay at the rate of 1 1/2 times his regular base hourly rate of pay as specified in the Standby/Unscheduled Call-in Time Article. This shift differential will not apply to any overtime hours worked for any event or activity that is funded by grant or other outside funding sources.

## Section 11. Merit/Step Denial Appeal.

When cause has been shown by the supervisor, the Police Chief, or designee to deny or delay an employee a merit/step increase, the following steps may be taken:

- A. The employee may appeal such action by filing a written appeal with the Chief's office within ten calendar days from the date the office receives the unsatisfactory performance evaluation resulting in a delay/denial of a merit/step increase.
- B. The Chief or his designee shall meet with the employee and a Union representative at the discretion of the employee to hear the appeal and may conduct additional meetings or hearing as necessary to resolve the appeal. The division commander and employee's Union representative may make a presentation to the Chief in an effort to resolve the appeal.
- C. The Chief shall give the employee a written decision within 30 days of receiving the appeal. The Chief's decision shall be final.

## Article 8 Wages

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

Position	Grade
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:

Year	COLA	Market	Total
2021	0.0%	1.5%	1.5%
2022	2.5%	1.0%	3.5%
2023	3.0%	1.0%	4.0%

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.

Pay grades for 2022 shall become effective January 10, 2022, in conjunction with the first day of the first complete pay period beginning in the new calendar year.

Pay grades for 2023 shall become effective January 9, 2023, in conjunction with the first day of the first complete pay period beginning in the new calendar year.

**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:

	Years of Completed
Step	Service
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:

Step	Years of Completed Service
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:

From Step	To Step	Waiting Period In Months
rioni Step	10 Step	III WOTHIS
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

	Years of Completed Service
Step	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

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.

**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.

## Exhibit R

## 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:

- 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:

- 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.