

**FIRE EMPLOYEES UNION CONTRACT
FOR 2023 & 2024**

between the

CITY OF ABERDEEN

and

**LOCAL 446 OF THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS**

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BETWEEN THE
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AND
LOCAL 446 OF THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS**

This Fire Employees Union Contract, hereinafter called the Agreement, made and entered into at Aberdeen, South Dakota, pursuant to the provisions of SDCL § 3-18-8, by and between the City of Aberdeen, a South Dakota municipal corporation, hereinafter called the City, and Local 446 of the International Association of Fire Fighters, hereinafter referred to as the Union.

WITNESSETH:

WHEREAS, both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the Employer-Employee relationship which exists between the City and the employees covered by this Agreement and to enter into a complete agreement covering wages, rates of pay, hours of work and other conditions of employment; and

WHEREAS, the parties recognize that all of the provisions of this Agreement must meet the requirements and procedures required by law and the provisions of the statutes of the State of South Dakota; and

WHEREAS, the parties do hereby acknowledge that this agreement is the result of the unlimited right and opportunity afforded each of the parties to make any and all demands and proposals with respect to the wages, rates of pay, hours of work and other conditions of employment with respect to the unit of employees covered hereby.

NOW, THEREFORE, in consideration of the execution of this Agreement and covenants and agreements mutually expressed herein and arrived at by the parties hereto, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION:

Pursuant to the provisions of SDCL Ch. 3-18, and the applicable regulations of the South Dakota Department of Labor, Division of Labor and Management, the Union was certified on the 29th day of January, 1979, as the exclusive representative for the purpose of meeting and negotiating with the City, pursuant to statute, with respect to rates of pay, wages, hours of employment, and other conditions of employment. Pursuant to such certification, the City hereby recognizes the Union as the exclusive representative of the employees in the unit described as follows:

All Firefighters, EMTs, Paramedics, and Lieutenants of the City of Aberdeen Fire Department.

The City 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.

The Union recognizes the responsibility assumed by it as the exclusive representative of all employees in the unit.

Whenever the male gender is used in this contract it shall be understood that it includes both male and female.

ARTICLE 2

MANAGEMENT RIGHTS:

The Union recognizes the prerogatives of the Governing Body of the City to operate and manage its affairs in all respects in accordance with its responsibility and the powers or authority which the City has not officially abridged, delegated, or modified by this Agreement, and such powers and authority are retained by the City.

These management rights include, but are not limited to, the following:

- (1) To utilize personnel, methods and means in the most appropriate and efficient manner possible; to manage and direct the employees of the City; to hire, schedule, promote, transfer, assign, train, or re-train employees in positions with the City, and to suspend, demote discharge or take other appropriate action against employees;
- (2) To determine the size and composition of the work force, to eliminate or discontinue any job or classification and to lay off employees for lack of work or lack of appropriated funds;

- (3) To determine the objectives of the City and the method and means necessary to efficiently fulfill those objectives, including the transfer, alteration, curtailment, or discontinuance of any services; the establishment of acceptable standards of job performance; the purchase and utilization of equipment; and the utilization of seasonal and part-time employees;
- (4) To establish reasonable standards, rules or policies for employees; and develop, alter, or abolish policies, practices, procedures, and rules to govern the operation of the Fire Department and bring about discipline. When enacted will become a part hereof by reference;
- (5) To determine the method of fulfillment of the objectives of the City, whether by its employees or by contracting or subcontracting with respect to all of the City's services; and
- (6) The City reserves the right to cancel all leaves in emergency situations.

ARTICLE 3

DISCRIMINATION:

Neither the City nor the Union shall in any manner whatsoever discriminate against any employee because of race, color, age, sex, political affiliations, religious beliefs, national origin, disability or membership or non-membership in the Union or for exercising duties as a steward. Likewise, neither the City nor the Union shall, either directly or indirectly, intimidate or coerce any employee to join or refrain from joining the union or any other labor or employee organization of their choice.

ARTICLE 4

COMMITTEE FOR CITY UNION COOPERATION:

The parties recognize that during the term of this agreement, problems of administration of the agreement may arise which are not now anticipated by either party. They also recognize that during such periods mutually constructive and productive relationships are likely to exist between the City and Union if both parties continue and enlarge their respective efforts to gain a better appreciation and understanding of their problems and objectives. They recognize that frequently what first appear to be problems and areas of conflict or disagreement are actually the result of misunderstandings which are resolved upon a complete and frank exchange of viewpoints and ideas. Even though limitations are placed upon formal negotiations during the period of this agreement, they believe that a better atmosphere in which to achieve improved day-to-day relations between the parties can be created through meetings of joint committee.

Upon a minimum of five (5) days notice prior to the meeting a meeting will be held during the term of this agreement of the committee formed as a part of this Article. 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 this agreement or other matters which either party believes will contribute to the improvement in the relations between them within the framework of this agreement. Such meetings shall not be for the purpose of handling grievances or conducting continuing formal negotiations, nor for any purpose which will in any way modify, add to or detract from the provisions of this agreement. In agreeing to such meetings, the parties are providing 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. Whenever reference is made in this agreement to matters to be referred to a committee for resolution, they must be made in writing and submitted within fourteen (14) calendar days of the action taken and this committee will take such matters into consideration.

The committee shall also be the means of handling problems that may arise 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 all reasonable efforts to promote health and safety among its employees. This committee may make recommendations concerning conditions which in its opinion would make safe working conditions.

The committee shall be composed of three members (employees) designated by the Union and three members designated by the City. All recommendations of the committee shall be adopted by a majority of the committee.

ARTICLE 5

ASSIGNMENT FOR UNION DUES:

The City shall deduct regular monthly Union dues from the pay of each employee covered by this Agreement, provided that at the time of such deduction the City has in its possession a current, unrevoked written assignment executed by the employee in the form and according to the terms of the authorization form. Such authorization may be revoked by the employee at any time by giving written notice to the City and the Union by letter.

Previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated following layoff, leave of absence or suspension not exceeding sixty (60) days. Previous authorization of other employees rehired or reinstated shall not be considered to be effective.

Such authorized deductions shall be made on a bi-weekly basis and will be remitted

to the duly designated Union official on the bi-weekly pay day. The Union shall advise the City in writing of the name of such official.

“Payroll period” or “pay period” as used throughout this Agreement is as follows: Sunday morning at 12:00 a.m. shall be considered the beginning of the pay period for the work week, and Saturday midnight shall be considered the end of the pay period for the work week. When an employee’s scheduled shift starts before 12:00 a.m. and ends after midnight, all hours of that shift shall be recorded on the date the employee begins that shift. Employees shall be paid every two weeks on the same day of the week.

If an employee has no pay coming in their first payroll period, or if the amount due in such pay period is insufficient to cover the amount of dues, or if the employee has not signed an authorization form at least two weeks prior to such pay period, no dues shall be deducted until the second pay period, which deductions shall be limited to the ordinary bi-weekly amount of the regular bi-weekly Union dues and shall not include any other amount.

If the City receives an employee revocation of authorization no later than two weeks before any payroll period of the calendar month, no deduction will be made from that payroll period or subsequent payroll periods. If such revocation is received later than two weeks before a payroll period, a deduction will be made from such payroll period but shall not be made from subsequent payroll periods.

At the time of the execution of this Agreement, the Union shall advise the City in writing of the exact amount of regular bi-weekly Union dues. If the Union subsequently requests the City to deduct additional bi-weekly dues, such request shall be effective only upon written assurance of the Union to the City that such additional amounts are regular bi-weekly Union dues approved in accordance with the Union's constitution and by-laws.

The City shall not be liable for the remittance 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 City of the error. 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.

The City of Aberdeen does offer each employee the option of 3 direct deposit accounts (not counting Fire Union dues which go direct deposit). Fire Union employees may use one of their direct deposit options for their individual FIREPAC contribution. Each direct deposit account must have the routing number of the financial institution and the account number. These direct deposits would be made every payday.

ARTICLE 6

GRIEVANCE PROCEDURE:

A. PURPOSE, DEFINITION & PROVISIONS

1. Purpose:
 - a. The purpose of the grievance is to provide a just and equitable method for resolution of grievances without discrimination, coercion, restraint or reprisal against any employee covered by this procedure.
2. Definitions:
 - a. Grievance: A complaint by an employee or group of employees that have completed their probation period based upon interpretation, or application of any existing policies, rules or regulations of the city as they apply to conditions of employment. Negotiations for, or a disagreement over a non-existing agreement, contract, ordinance, policy, rule or a regulation is not a "grievance" and is not subject to this article.
 - b. Days: Calendar days including weekends, holidays, etc.
 - c. Aggrieved employee: The complaining employee or employees.
 - d. Supervisor: The Chief directly in charge of the aggrieved employee.
3. Conditions of a grievance:
 - a. The grievance will include the following information in written form:
 1. Dates of grievance.
 2. Nature of the grievance.
 3. Date(s) of the incident(s) and/or action(s) on which the grievance is based.
 4. The relief sought to satisfy the grievance.
 5. The specific laws, rules, regulations, policies or ordinances alleged to have been violated.
 - b. A formal grievance must be filed within fourteen (14) calendar days of the alleged violation, interpretation or application.

- c. An employee who voluntarily terminates employment will automatically have their grievance withdrawn and will not benefit by any later settlement of an individual or group grievance.
 - d. This grievance procedure is intended to apply only to employees that have completed their initial probationary period. It is acknowledged that a probationary employee may exercise their appeal right on the grounds of discrimination (i.e. age, sex, race, religion, or national origin).
4. Time limitations:
- a. Time limitations may be extended upon written mutual agreement of both parties involved at any stage of the grievance procedure.
 - b. Failure of an employee to comply with the time limit shall bar further consideration of the grievance.
 - c. The employee may use the next step of the grievance if the Chief fails to resolve the grievance within the time limits established by the grievance procedures.

B. GRIEVANCE PROCEDURE

Step 1: Filing of grievance with the Fire Chief:

In order to be recognized, a grievance must be in writing and submitted to the Chief within fourteen (14) calendar days after the employee had knowledge of the incident or action, or within thirty (30) calendar days of the incident or action whichever is less, giving rise to the grievance.

The Chief will then have seven (7) calendar days to render a decision in writing to the employee.

Step 2: Appeal to Department of Labor:

If not resolved, the aggrieved employee will have thirty (30) calendar days from receipt of decision of the Fire Chief to appeal their grievance to the Department of Labor. The decision of the Director of the Division of Labor and Management shall be binding provided that same is not in violation of then existing South Dakota law.

ARTICLE 7

REDUCTION IN FORCE:

A layoff is a separation of an employee or employees from City employment for lack of work, lack of funds or for other reasons determined by the City other than the acts or delinquencies of the employee. In the event of a layoff, City shall, before implementing the layoff, notify the Officers of the Union regarding such proposed layoff, but the decision of the City as to the necessity for the layoff shall be final and not subject to the grievance proceedings provided for in Article 6 hereof.

In the event of a reduction in force, the layoff shall come first from seasonal or part-time employees and thereafter from the remaining Firefighter positions. The City shall have the right to determine the individuals to be laid off and shall consider the seniority, ability to perform the work, and past performance of said persons. Employees selected to be laid off shall have the right upon written request within 14 calendar days of the layoff notice, to appear before the committee for City Union Cooperation to decide whether or not the employee laid off shall have the right to have a job in a classification in their division where the employee is qualified to perform the work, that is presently being held by an employee on probation. The City shall determine if the individual is most qualified for the position, but a majority decision of the committee shall be final and a tie vote shall mean that the original decision or status is upheld. In the event the City determines that a reduction in the number of lieutenant positions is necessary, any lieutenant whose position is terminated may revert to the rank and pay of a Firefighter in lieu of being laid off.

In the event of a layoff due to a reduction in force, the employee laid off shall receive two (2) weeks notice thereof, and, in the event an employee is not given such two (2) weeks notice, they shall nevertheless be entitled to two (2) weeks of pay even though they do not work for the two (2) week period following such notice. In addition, an employee that is laid off shall receive their earned PTO pay as determined under Article 9, Section 1. In the event a laid off employee is re-employed within one (1) year, they may be restored to their former position.

An employee that is laid off due to reduction in force, shall have recall rights for a period of one (1) year from the effective date of their layoff. A Lieutenant that has reverted to Firefighter position shall, during the one (1) year recall period, have the right to be reinstated to any Lieutenant position which is to be filled without any further testing. If more than one Lieutenant has reverted to a Firefighter position, the last to revert shall be the first to be reinstated if a position opens up during the recall period. Firefighters shall be recalled rank using a procedure by which the last to be laid off is the first to be recalled. Recall privileges will cease if upon recall, the person fails to report within twenty (20) calendar days of written notification to recall. Such notice shall be sent by certified mail to the last address furnished to the Chief in writing by the former employee, and the twenty (20) day period shall commence to run on the date the notice is mailed.

ARTICLE 8

RESIGNATION:

Resignations shall be in writing and directed to the Chief. Resignations shall be filed with the Chief at least fifteen (15) days prior to the effective date of the resignation. Such notice may be waived under extenuating circumstances in the discretion of the Chief. Unless waived, accrued PTO of an employee whose effective resignation date is less than the required resignation period shall be reduced eight (8) hours for each calendar day less than the required resignation period.

PROBATIONARY EMPLOYEES/TRIAL PERIOD:

A newly hired employee, or a former employee that is rehired, shall be on a probationary period for the first twelve (12) calendar months of their employment or reemployment from the date of hire. A status employee who has been transferred or promoted to a higher classification shall be on a trial period not to exceed ten (10) calendar months of their employment in the higher classification. The City shall have the right to discharge a twelve (12) month probationary employee during the probationary period, and such employee shall not have recourse to the grievance procedure, except for violation of civil rights.

ARTICLE 9

LEAVES OF ABSENCE:

Leaves of absence are of two kinds, paid leaves of absence and unpaid leaves of absence.

A. PAID LEAVES OF ABSENCE: Paid leaves of absence provided by this Agreement are:

Section 1	Paid Time Off (PTO)
Section 2	Holidays
Section 3	Extended Leave Bank (ELB)
Section 4	Court Leave / Jury Leave
Section 5	Military Leave

The rules governing such leaves are contained in the sections relating thereto.

Section 1. Paid Time Off (PTO):

PTO is a system of providing time off with pay. PTO combines vacation, personal, and short-term sick leave. PTO hours are accrued each pay period based on an employee's years of service. Regular full-time employees accrue PTO.

PTO is intended to cover absences from regular work hours and can be used for any reason. If PTO benefit time is available, it must be used to fill the regularly scheduled hours. Requests for time off to be used as PTO will be granted whenever possible, if it does not conflict with the functioning of the Fire Department. A request for leave should be submitted through the electronic timekeeping system. Time off is arranged following departmental guidelines and at the approval of the employee's supervisor.

PTO Accrual Rates:

All PTO must be taken in whole hour blocks.

Years of Service	PTO Per Pay Period Accrual	Max Accrual
0 through 6 years	9.2 hours	238 hours
7 through 13 years	11.3 hours	294 hours
14 plus years	13.5 hours	350 hours

PTO will be granted to all full-time employees on a bi-weekly basis.

Upon beginning employment with the city the employee is eligible for PTO with maximum accrual of 238 hours. PTO accrual will be on a bi-weekly basis of 9.2 hours.

Upon completion of six (6) years of continuous service, the employee will have a bi-weekly accrual rate of 11.3 hours with a maximum accrual of 294 hours.

Upon completion of thirteen (13) years of continuous service, the employee will have a bi-weekly accrual rate of 13.5 hours with a maximum accrual of 350 hours.

No employee may waive PTO leave and draw double pay by working during the time allowed. An employee may elect to accumulate up to, but not exceed, the maximum accrual. The date the employee commenced working for the City shall be their anniversary date, and all service periods provided for in this agreement shall be determined from that date.

If an employee is out 14 or more consecutive calendar days with no pay and does not receive a paycheck the employee will stop accruing PTO.

In the event an employee leaves their employment with the City, they shall receive their accrued PTO based on their last full pay period.

All PTO shall be computed at the employee's straight time rate for the classification to which they are permanently assigned at the commencement of their PTO.

All accrued vacation leave hours the employee has on the pay period ending December 31, 2022, shall be converted to PTO hours on January 1, 2023, on a one-to-one basis.

When possible, PTO should be scheduled with the appropriate supervisor with as much notice as is possible so as to not disrupt the Fire Department. To the extent that they do not conflict with the needs and requirements of the City, the individual wishes of the employees will be considered.

For all purposes under this Article, the date the employee commenced working for the City shall be their anniversary date, and all service periods provided for in this Article shall be determined from that date. The seniority of a Firefighter will be determined by the employee's hire date as a firefighter (anniversary date). In the event two or more firefighters have the same anniversary date, their seniority will be determined by highest test score. The seniority of fire officers within ranks will be determined by the date the employee was promoted to their current rank. In the event that two or more employees have the same date of promotion, their seniority will be determined by their anniversary date.

PTO for vacation purposes:

The Chief, or his/her designee shall coordinate when employees will take PTO in twenty-four (24) hour blocks for vacation purposes and shall make the final determination as to when PTO for vacation purposes may be taken consistent with the needs and requirements of the City.

On or about October 15th of each year, the City will circulate appropriate forms to the employees so that they may list their choice of PTO for vacation purposes. These forms shall be returned to the City by November 15th, and the City shall post the schedule of PTO for vacation purposes by December 1st. Only twenty-four (24) hour blocks of PTO will be considered in this process. If there is a conflict over PTO for vacation purposes, the employee with greater seniority shall be given their choice of such leave; however, any employee not selecting their PTO for vacation purposes when the forms are circulated, shall relinquish their seniority rights for the purpose of selecting such leave.

Two lists of PTO for vacation purposes will be used, based on rank followed by seniority. Scheduled vacations can only be relinquished on or before the first day of the previous cycle prior to the date of the scheduled leave. The pick (day) will be re-circulated starting with the employee with the next least seniority until it has been through the entire shift at which time it will start again with the most senior person (lieutenant – in rank) on down the roster. Open days will be picked on a first come basis, seniority will only be considered if one or more requests are submitted at the same time (to the minute).

Section 2. Holidays:

The following days will be recognized and observed as holidays as they occur during an employee's regular work period:

1. New Year's Day
2. Martin Luther King Day (3rd Monday in January)
3. President's Day
4. Memorial Day, which will be celebrated on the last Monday in May
5. Juneteenth
6. Independence Day
7. Labor Day
8. Native American Day (2nd Monday in October)
9. Veteran's Day
10. Thanksgiving Day
11. Christmas Day

Those employees that are scheduled to work commencing at 8:00 a.m. on one of the above holidays and actually works or has arranged for stand-in time shall be paid time and one-half for the 24 hours shift worked. If an employee is not scheduled to work on a holiday and is called back to work, they shall be paid double their basic rate of pay for all hours worked and they shall be given a minimum of 2 hours work. If a holiday as herein defined falls on a scheduled workday for the employee but they are not working because they are on approved leave, they shall receive 12 hours of compensatory time. Holiday comp time may be used in 12-hour blocks, within twelve months upon approval of the Chief.

Section 3. Extended Leave Bank (ELB):

Extended Leave Bank (ELB) is intended to cover lost work time of a more extended nature for illness or injury of the employee, or their immediate family member. ELB accrues each pay period to a maximum of 672 hours. Regular full-time employees accrue ELB.

The first 24 hours per illness or non-work related injury will be deducted from PTO. If there is not enough PTO in the employee's bank to cover the full 24 hours then that time will be at no pay or, with the approval of the Chief or his designee, compensation time may be deducted in lieu of PTO. If the illness/injury extends beyond 24 hours, then the employee may be eligible for and placed on leave under the Family and Medical Leave Act of 1993, as amended, (FMLA) and that deduction may be from the employee's ELB balance.

Any of the following events shall allow an employee to immediately utilize his or her ELB without first needing to utilize PTO, if the employee so chooses:

1. Leave related to COVID-19, or other pandemic declared a national emergency, due to the following:
 - a. The employee is subject to a federal, state or local quarantine or isolation order related to COVID-19 or other pandemic;
 - b. The employee has been advised by either a supervisor or

health care provider to self-quarantine due to concerns related to experiencing symptoms of, or on-the-job exposure to, COVID-19 or other pandemic; or

- c. The employee is seeking or awaiting test results or a medical diagnosis for COVID-19, or other pandemic illnesses, including results or diagnosis requested by the employer.
- 2. An employee's supervisor, with the concurrence of the Chief or Battalion Chief, determines the employee is willing and ready but physically unable to complete full-duty duties due to a non-contagious illness or condition which substantially affects the employee's ability to safely perform the duties of his/her job. This event does not include job-related injuries for which workers compensation is paid.
- 3. Line-of-duty injuries and follow-up related care and treatment.
- 4. An employee's supervisor, with the concurrence of the Chief or Battalion Chief, sends the employee home due to employee's mental or emotional condition from a work-related incident.
- 5. A condition or illness of the employee for which PTO was initially deducted is documented by a health care provider as recurrent or chronic.

Immediate notification to the employee's supervisor and Human Resources along with verification by a medical provider or the Chief or Battalion Chief will be required for the use of all ELB.

ELB Accrual Rate:

All ELB must be taken in whole hour blocks.

ELB Per Pay Period Accrual	Max Accrual
5.7 hours	672 hours

ELB accrues at 5.7 hours biweekly (*per pay period*) while actively working.

All accrued sick leave hours the employee has on the pay period ending December 31, 2022, shall be converted to ELB hours on January 1, 2023, on a one-to-one basis even though the total hours may exceed 672 hours. If the employee's use of ELB thereafter causes the employee's accrued ELB hours to fall below 672 hours, the employee shall be allowed to accrue ELB hours only up to the maximum accrual of 672 hours.

If an employee is out 14 or more consecutive calendar days with no pay and does not receive a paycheck the employee will stop accruing ELB.

If an employee quits or is discharged from employment, any unused accumulation of ELB shall be cancelled.

Section 4. Court Leave / Jury Leave:

Employees required to serve on a jury shall receive full pay from the City, provided, however, that all pay received from such jury duty during a regular workday shall be given to the City. The employee must furnish the City with a certified statement from the Court setting forth the dates of jury service and remuneration received therefore. When not engaged in actual jury service, the employee is expected to report to work to their assigned duties. Any City employee summoned as a juror, shall notify their supervisor at once, so that work assignments can be made.

Section 5. Military Leave (SDCL § 3-6-22):

The City of Aberdeen supports military obligations of all employees and grants leaves for uniformed service in accordance with applicable federal and state laws. The City will adhere to the provisions of the Military Selective Service Act and any amendments in regard to the re-employment rights of veterans. Employees who are subject to Reserve or National Guard obligations will be given time off to fulfill these obligations in accordance with federal requirements.

After one (1) year of service the employee shall be entitled to compensation at their regular rate of pay or salary for fifty-six (56) hours annually while absent from city employment for military training or active duty service. For the remainder of such absence, the employee, at their option, may use accrued PTO or take the leave without pay.

Upon return from military leave, employees will be granted the same seniority, pay, and benefits as if they had worked continuously. Failure to report to work within the prescribed time after completion of military service will be considered voluntary termination.

B: UNPAID LEAVES OF ABSENCE: Unpaid leaves of absence covered by this agreement are:

- Section 1. Discretionary Leave
- Section 2. FMLA Leave

Except as hereinafter provided, no employee on the foregoing leaves of absence shall be entitled to pay during such leaves. All such leaves of absence shall be governed by the following provisions:

Section 1. Discretionary Leave:

Discretionary leave option is not available until all applicable paid leave are exhausted (ex. PTO, ELB, etc.)

1. The Chief may approve an unpaid leave up to five (5) working days per calendar year (120 hours). Except in emergency situations, this must be submitted in writing at least five (5) calendar days in advance of time requested. No adjustment will be made to anniversary date at this step only.
2. Unpaid leave of absences in excess of five (5) working days not to exceed one (1) calendar year must be submitted in writing at least ten (10) calendar days in advance of time requested to the City Manager. Conditions and stipulations of the number of days approved must be in writing and signed by the employee. Failure to comply with the City Manager's decision, shall be considered as a resignation and a voluntary quit. The employee's anniversary date will be adjusted for leave taken without pay.

The denial of this leave under this section shall not be subject to the grievance procedures.

Section 2. FMLA Leave:

Except where Federal law explicitly states otherwise, the City of Aberdeen:

Requires at least a thirty (30) day notice in writing requesting FMLA leave. This request will need to state reason for leave, relationship of individual, type(s) of leave requested and must be supported by a medical certification issued by a health care provider. The City of Aberdeen designates all leaves that fit the definition under the FMLA, to be counted towards the employee's FMLA entitlement.

The employee requesting such leave will be required to use all applicable paid leaves prior to the granting of non-paid leave.

Benefits and leave accruals will continue while on a paid leave status. Leave accruals will be suspended while on a non-paid leave.

All other provisions of the FMLA shall apply. This section does not provide employees with any greater rights or benefits than required by the Act. This section shall be interpreted consistently with the definitions contained in the Act. Furthermore, the City of Aberdeen reserves all rights granted by the Act even if not specifically set forth above.

ARTICLE 10

CERTIFICATIONS AND EDUCATIONAL COURSES:

A. Firefighter/Paramedics and Lieutenant/Paramedics

As a condition of continuing employment, Firefighter/Paramedics and

Lieutenants/Paramedics must keep their training and requirements current and must meet all requirements of the National Registry of EMT's at all time. All Firefighter/Paramedics must complete and maintain South Dakota Certified Firefighter Course within two (2) years of hire date.

B. Firefighter EMT-B and Lieutenant EMT-B

As a condition of continuing employment, Firefighter EMT-B and Lieutenant EMT-B must maintain state certification for the EMT-B requirements. All Firefighter EMT-B must complete and maintain South Dakota Certified Firefighter Course within two (2) years of hire date.

C. Training

Compensatory time: Compensatory time at the rate of one and one-half (1½) times the hours actually worked may be used in place of overtime pay if mutually agreed upon between the employee and the Chief or his/her designee for training purposes. Compensatory time may be accumulated to a maximum of 144 hours. After 144 accumulated hours the employee can no longer receive compensatory time, but will have to be compensated with overtime wages at one and one-half (1½) the employee's basic rate of pay. It is agreed that compensatory time is earned time and can be used in the same pay period as the employee accrued it or bank the accrued time for a later date. It is agreed that compensatory time is earned time and upon the employee's discharge, resignation, or retirement, compensatory time may be cashed in at the employee's current rate of wage.

1. Mandatory training – The City will provide on-shift continuing education sufficient for all employees to maintain certification as EMT-B, Paramedic, and/or National Registry of EMTs, as well as PHTLS, and PALS. If an employee does not attend the provided continuing education, then the employee shall be responsible for obtaining, at the employee's expense and on the employee's time, the required continuing education. ARFF training shall be considered mandatory where the individual firefighter is instructed to attend and is expected to perform ARFF duties on behalf of the Aberdeen Fire Department.

Nothing herein shall be construed to limit the City's authority to mandate training in addition to the types listed above.

Employees assigned to such additional training shall be compensated for their actual hours worked in training on days their regular shift is on duty and receive compensatory time for actual hours worked in training on days their regular shift is not on duty.

2. Non-Mandatory Training – An employee desiring to take non-mandatory educational courses which can only be taken during duty time must make a written request for permission to do so, which request shall set forth all of the pertinent details concerning the course such as name of course, purpose for taking, time required, method of covering duty time, method of making up training, etc. The request shall be submitted to the Chief whose decision shall be final. The employee shall not have recourse to the grievance

procedure.

3. Attendance at lectures, meetings, training programs and similar activities need not be counted as working time if the following four criteria are met:

- (a) Attendance is outside of the employee's regular working hours;
- (b) Attendance is in fact voluntary;
- (c) The course, lecture, or meeting is not directly related to the employee's job; and
- (d) The employee does not perform any productive work during such attendance. 29 C.F.R. §785.27.

Of course, if an employee on their own initiative attends an independent school, college or independent trade school after hours, the time is not hours worked for their employer even if the courses are related to their job. 29 C.F.R. §785.30

ARTICLE 11

ASSIGNMENT AND TRANSFER:

A. Voluntary Transfer and Assignment:

In the determination of requests for transfer or reassignment, the convenience and wishes of the individual employee will be honored to the extent that they do not conflict with the best interests of the City. The City's decision is final, and the employee shall not have recourse to the grievance procedure, but the employee may refer the matter to the Committee for City-Union Cooperation. A majority decision of the Committee shall be final, and a tie vote of the Committee shall mean that the original decision is upheld.

B. Involuntary Transfers and Assignments:

Each employee of the Department shall be assigned to a specific shift at the direction of the Chief or City Manager and may be transferred to any other shift as they may direct. Shift transfers may be made at the initiative of the Chief or other administrative officers for any purpose which, in the judgment of the Chief, is for the welfare of the employee or the City. An administrative transfer or reassignment shall be made only after a conference between the employee involved and the Chief or other appropriate supervisor or administrator at which the employee will be notified of the reason for the shift transfer.

Nothing in this Article shall be construed to limit the right of the City, if it deems it to be in the best interests of the City to assign fire Department employees duties in other departments.

ARTICLE 12

STAND-IN EXCHANGE:

The use of a stand-in is a privilege which must be governed by certain rules to ensure that the needs of the department are being met, and the City reserves the right to establish policies and procedures that are not in direct conflict with this article.

The persons standing-in must be of equivalent rank and capable of performing all assigned job functions as determined by the Chief or Battalion Chief. The officer is under no obligation to authorize the shift exchange if they find it in any way detrimental to the functioning of their shift. The approval or non-approval of stand-in requests is not subject to the grievance procedure.

The City shall incur no additional wage responsibility or accrue any additional benefit liability because of a stand-in. A default in pay-back time shall be solely between the involved employees and shall not obligate the City for reimbursement.

No more than twenty (20) stand-in exchanges shall be authorized within a calendar year, per person. In no case shall an employee hire another to work in their stead for pay.

No more than one (1) stand-in may be attached to an employee's approved leave without authorization from the Fire Chief.

The stand-in slip shall be completely filled out, approved and signed by the Fire Chief, Battalion Chief or with approval, the Lieutenant in charge, before an exchange is considered authorized. If the stand-in calls in sick or fails to meet his/her obligation, the employee of record will be required to use available leave or no pay, or in a timely manner have an alternate stand-in report for duty. The timely manner will be determined by Fire Chief/Battalion Chief.

Stand-in time will not be used in the computation of overtime pursuant to the Fair Labor Standards Act (FLSA).

ARTICLE 13

INSURANCE:

Subject to US Government Statues and Regulations, beginning in 1996 the City shall provide a group hospitalization and surgical insurance plan, including major medical coverage, for all employees in the bargaining unit. For the current year the City shall pay the employee portion of the health insurance premium. The employee will pay the additional premium to add dependents. The Union shall be notified of any changes in the

plan prior to such changes taking place unless the changes are beyond the control of the City. The City shall not be required to provide medical insurance or coverage in excess of the minimum requirement by Federal Statutes or regulations or participate in premium payments beginning January 1997.

ARTICLE 14

PENSION:

The City agrees to participate in the State Pension plan covering the employees in this unit. The City and the Fire Union acknowledge that the employees in the unit will be in the State Retirement system and both agree to be bound by the rules, regulations and requirements of the State Retirement system and the City agrees to financially participate on behalf of the employees in this unit on the same basis pursuant to the requirements of the State Pension Fund and agrees not to change the City's responsibility in the pension fund unless the changes are beyond the control of the City.

ARTICLE 15

UNION REPRESENTATIVE:

An off duty member of the Executive Board of the Union (president, vice-president, secretary/treasurer, chairman of negotiation committee) may visit the fire stations before five o'clock p.m. for reasonable periods of time for the purpose of carrying out their duties relating to the administration of this agreement, provided that: (1) the member shall first notify the Chief, and (2) there shall be no interference with the conduct of the operations in such station. Except upon the special authorization of the Chief, no more than two members of the Executive Board shall visit a station at one time. The Union, its representatives and members shall not conduct union business unrelated to the administration of this agreement during working hours.

Up to three members of the department who are either union officers or duly elected delegates, may be granted time off to attend Union conferences, conventions, meetings and seminars under the following conditions:

1. Not more than one person per shift may be off at one time.
2. The time off will be without pay unless otherwise authorized by the Chief.

ARTICLE 16

MEDICAL EXAMINATION:

When, in the judgment of the Fire Chief and the City Manager, an employee of the department should have an examination/physical agility test to verify that they are fit to perform their duties, the employee may be required to undergo an examination at the expense of the City. The Chief shall designate the physician that will conduct the physical and the tests that the City desires conducted. The employee may also have their own physician conduct a physical and the tests desired at their expense in addition to the City's examination.

The City of Aberdeen reserves the right to implement job-related physical agility testing.

In compliance with the Drug Free Work Place policy the City of Aberdeen reserves the right to implement random drug testing.

ARTICLE 17

REQUIRED IMMUNIZATIONS:

In the event that a member of the department is exposed to a communicable disease in the line of duty and a physician recommends that a certain shot or shots be given to the employee, the City will pay for the cost of such shot or shots. Where the physician also recommends that members of the employee's family living at home be given the shot or shots, the City will pay for the cost of such shot or shots.

ARTICLE 18

WAGES:

Firefighter-EMT and Firefighter-Paramedic:

Effective January 1, 2003, there shall be an established step system for the positions of Firefighter-EMT and Firefighter-Paramedic.

Firefighter-EMT:

Step increases would occur the next pay period following date of hire according to the follow schedule:

Completion of one (1) year	-	1 step
Completion of two (2) years	-	1 step
Completion of six (6) years	-	1 step
Completion of eight (8) years	-	1 step
Completion of ten (10) years	-	1 step
Completion of twelve (12) years	-	1 step

Firefighter-Paramedic:

Upon completion of their NREMT-Paramedic certification, effective the next pay period, a Firefighter-Paramedic would be at Grade 16 at a minimum 5% increase to their current salary. Step increases thereafter would occur the next pay period following the employee's certification anniversary date according to the following schedule:

Completion of one (1) year	-	1 step
Completion of three (3) years	-	1 step
Completion of five (5) years	-	2 steps
Completion of seven (7) years	-	1 step
Completion of nine (9) years	-	1 step
Completion of eleven (11) years	-	1 step
Completion of thirteen (13) years	-	1 step

In addition to the step increases set forth above, a Firefighter-Paramedic whose date of hire is between May 20, 2018, and June 2, 2018, shall receive one additional step increase on January 1, 2023, effective before the salary grid adjustment.

Lieutenant:

Upon promotion to Lieutenant, effective the next pay period, a Lieutenant would be at Grade 20 at a minimum 5% increase to their current salary. Step increases thereafter would occur from the next pay period following the promotion anniversary date according to the following schedule:

Completion of two (2) years	-	1 step
Completion of four (4) years	-	1 step
Completion of six (6) years	-	1 step
Completion of eight (8) years	-	1 step

Salary Grid:

The City of Aberdeen will increase the salary grid by 6.0% for 2023 and 6.0% for 2024.

FTO Shift Differential:

Effective January 1, 2017, the FTO (Field Training Officer) assigned to their shift will receive an additional \$.50/hour.

Effective January 1, 2003, holiday pay will be included in the base salary, this will be reflected on the placement in the grid.

Supplemental Retirement Fund:

At which time the City implements a program to contribute to a supplemental

retirement fund for its general employees, all employees subject to this agreement shall receive the same contribution.

Post-Retirement Health Benefit:

At which time the City implements a program establishing a post-retirement health insurance premium contribution or credit, or other related health benefit, for its general employees, all employees subject to this agreement shall receive the same post-retirement health benefit.

ARTICLE 19

OVERTIME:

Pay for all time worked at the direction of the City outside of an employee's scheduled shift shall be at time and one-half the employee's basic rate of pay. The basic rate of pay shall be based on 2,912 hours in a calendar year. Overtime will not be allowed without the approval of the Chief or Officer in Charge.

Where all or part of a shift is carried over into the next scheduled shift, the members that are carried over shall be paid time and one-half their basic rate for the time worked, figured to the nearest half hour.

In the event an employee is called in to work outside of their regular shift, they shall be given at least 2 hours of work or 2 hours of pay.

Duties performed less than two (2) hours prior to the beginning of the start of the employee's scheduled shift, will be paid at regular rate for the amount of time worked before their regularly scheduled shift begins.

A non-emergency overtime roster will be maintained within the department. Overtime shall be distributed as equally as practical among the employees. The City retains the right to require an employee to work overtime after making a reasonable effort to obtain a qualified volunteer. Overtime shall be required of all employees in an emergency situation.

ARTICLE 20

WORK RULES:

Whenever the City or the fire department thereof shall adopt work rules governing the operations of the City, they shall be reasonable and shall be communicated to all employees by either posting on bulletin boards or by delivery of a copy to each employee. When enacted, such work rules will become a part hereof by reference. A copy of such work rules shall also be delivered to the Union. When work rules are adopted, they may be referred for discussion to the Committee for City-Union Cooperation, but the City shall

retain the right to adopt such rules.

CORRECTIVE ACTION:

It is understood that the City of Aberdeen and the Aberdeen Fire Department reserves the right to establish and enforce work rules or guidelines. These rules are designated to protect the best interests of the employer activities and the employees. Their purpose is to correct erring employees before they engage in unacceptable actions. These rules must be enforced if they are to have any meaning or purpose. The City of Aberdeen method of corrective action will include and not limited to non-disciplinary action such as work improvements or oral/written reprimands, coaching statements or performance reviews.

Any written corrective action will become part of the employee's personnel file. Refusal to sign any document with the clarifier, "signing does not imply agreement with, but merely that the contents have been made known to me and discussed" will be considered insubordination.

Failure to follow and complete satisfactorily the work improvement program may lead to further corrective action or disciplinary action.

Corrective action(s) shall not be a grievable issue.

DISCIPLINARY ACTION:

It is understood that there are offenses for which disciplinary action may be warranted, including termination. No employee shall be disciplined or discharged without just cause.

DISCIPLINARY ACTION GRIEVANCE PROCEDURE:

Filing of grievance:

After notice of disciplinary action, the individual will have ten (10) calendar days to file for a post disciplinary hearing with the Human Resource Department. The employee will have a right to be accompanied by their union representative and/or legal council. The City will have the right to have present; the Fire Chief, Human Resource Director and legal counsel. If the disciplined employee is not satisfied with the decision of the City, they will have thirty (30) calendar days to file a grievance with the Department of Labor.

The decision of the Director of the Division of Labor and Management shall be binding provided that same is not in violation of then existing South Dakota law. The cost and expenses of appeal and attorney fees for both parties will be borne by the losing party.

ARTICLE 21

RE-HIRE:

An employee of the department who resigns and is re-employed within a period of one year may not be required to serve a probationary period and will be placed at the same salary and step/grade level that they were at the time of their resignation. However, an employee who was previously re-employed in the department and again resigns but is again re-employed with the City is not required to be placed at the same salary and step/grade level that they were at the time of their resignation. Prior service with the City shall not be considered in determining employee benefits such as, but not limited to, vacations.

IN-HIRE

To assist with the recruitment of Firefighters-EMTs and Firefighter-Paramedics the City may utilize their ability to hire within the range.

IN-HIRE EMPLOYEES MUST MEET THE FOLLOWING CRITERIA IN ORDER TO BE PLACED IN AN IN-HIRE GRADE AND STEP.

For the purpose of placement in the IN-HIRE range the candidate’s immediate past experience and training as a Firefighter EMT-B/EMT-I/EMT-P shall be taken into consideration and compared to ABERDEEN FIRE AND RESCUE/ADVANCED CARE AMBULANCE. The candidate’s previous service must have a call volume and/or training/certification similar to the ABERDEEN FIRE AND RESCUE/ADVANCED CARE AMBULANCE. After meeting this criterion, the candidate must be placed in the IN-HIRE based on the following schedule:

0 to 1 years experience	NO PLACEMENT	(A)
2 to 4 years experience	PLACEMENT	STEP 1 (B)
4 + years experience	PLACEMENT	STEP 2 (C)

ARTICLE 22

HOURS OF WORK:

This Article is intended to define working hours and shall not be construed as a guarantee of hours of work per day or days of work per week. Hours worked shall be actual working time. The City agrees to maintain a 27-day, 204-hour work schedule for employees covered under this contract only for the term of this agreement or until modifications are required by applicable state or federal wage and hour statutes. The City agrees that the additional work schedules (i.e. light duty) 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. Except in case of an emergency, training or transition to or from Light Duty, an employee's schedule shall not be changed without notice to the employee and the Union at

least five (5) calendar days prior to the date the change is to be effective.

Light Duty: The Chief reserves the right to alter/modify the existing 27-day schedule for an employee to accommodate work restrictions due to a medical condition supported by a doctor's statement. The Chief may assign modified/light duty at his/her sole discretion as long as the duties/assignments are not in conflict with the doctor's statement.

The City of Aberdeen reserves the right to implement an "on call" policy in accordance with the Fair Labor Standards Act.

ARTICLE 23

SAVINGS CLAUSE:

Should any part or provision herein contained be rendered or declared invalid by reason of existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or provision of this agreement will not invalidate the remaining portions thereof.

ARTICLE 24

EFFECTIVE DATE AND DURATION OF AGREEMENT:

All the provisions of this Agreement shall become effective on January 1, 2023. There will be a re-opening of the contract on August 1, 2024, for the purpose of discussing wages and limited to three (3) other items. Upon the expiration of this Agreement, the terms of the Agreement in effect on December 31, 2024, shall remain binding upon all parties until a new contract is ratified.

Provided that the Union continues to be certified as bargaining agent, a meeting will be held on or about August 1, 2024, for simultaneous submission of Union/City proposals in the Human Resource Department. Negotiations to be conducted thereafter at mutually agreeable times, with negotiation rules being established at the first meeting.

This Agreement shall remain in effect during negotiations and shall continue to remain in full force and effect until such time as a new agreement is reached.

ARTICLE 25

ADOPTION OF ORDINANCES:

All articles of this agreement are subject to the provision that as to any article which must be adopted in whole or in part by ordinance or resolution to become effective, the City

shall make every reasonable effort to secure the enactment of such ordinance or resolution.

ARTICLE 26

CIVIL SERVICE ORDINANCE:

The provisions of the Aberdeen Civil Service Ordinance (Sections 21-43 through 21-85 of the Revised Ordinances of Aberdeen) and the rules and regulations heretofore or hereafter adopted by the Civil Service Board appointed pursuant to said ordinance shall not be applicable to the employees in the bargaining unit described in Article 1 of this Agreement.

ARTICLE 27

PROMOTIONS TO POSITIONS ABOVE THE RANK OF FIRE FIGHTER:

1. Eligibility for rank.

LIEUTENANT – Four or more years prior continuous service with the Aberdeen Fire Department.
2. RULES WHICH APPLY FOR PROMOTION:
 - a. Officers must meet the qualifications for the position as set forth in the job description and/or notice of examination.
 - b. Oral interview with a board consisting of the Fire Chief, Battalion Chiefs, City Human Resources Director, and one Lieutenant, to be selected by the Union.

ARTICLE 28

TOBACCO PROHIBITIONS:

On and after January 1, 1985, no person shall be hired, nor shall that person be retained as an employee of the Fire Department if he/she uses, on or off duty, any type of tobacco product in any form. Effective January 1, 1987, no employee may use any type of tobacco product on duty. ("On Duty" shall be defined as any employee reporting or appearing for duty inside any of the fire stations.) Violations of this provision will result in disciplinary action as follows:

First Offense: Written reprimand

Second Offense: One day lay off without pay
Third Offense: Discharge

For smoking violations, there is no time limit for determining whether it is the first, second or third offense.

ARTICLE 29

NO STRIKE OR LOCKOUT:

Inasmuch as this agreement provides machinery for the orderly resolution of disputes through grievance procedures, the City and the Union recognized their mutual responsibility to provide for uninterrupted services, therefore:

1. The Union recognizes the validity of Sections 3-18-9 through 3-18-14 SDCL 1967.
2. The Union agrees that neither it, its officers, agents, representatives, or members, individually or collectively, will authorize, instigate, cause, aid, condone, or take part in any strike, work stoppage, sit-down, stay-in, slow-down, picketing, or other concerted interruptions of operations by employees (including purported mass resignations or sick calls) or any similar and associated disruption or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment by concerted actions with others.

The City may discipline or discharge any employee who engages in such activity and such actions shall not be subject to the grievance procedure.

There shall be no lockouts during the term of this agreement.

The City shall be under no obligation to bargain with the Union concerning employees who are on strike or concerning the subject of any strike so long as the strike continues.

ARTICLE 30

DRIVER'S LICENSE:

All employees shall be required to have a valid South Dakota driver's license as a condition of their employment. If an employee's driving privileges are revoked and they are not given a driving work permit, the employee may be allowed to take their accumulated PTO during the revocation period at the pay for their regular classification, providing the shift minimum is met. If the unsuspended portion of the revocation exceeds the PTO leave,

then the employee will have to apply for discretionary leave.

ARTICLE 31

RESIDENCY REQUIREMENT:

Effective January 1, 2000, there shall be in effect a residency policy for all members of the unit as follows:

1. All current members residing twenty (20) miles or more from the Aberdeen City Hall, may reside at their current residence. If any move from their present residence or a change of address is made, they must move or reside within a twenty (20) mile radius of the Aberdeen City Hall. The City Manager, in his or her sole discretion and upon conditions he or she deems appropriate, may approve a written request to reside not more than thirty (30) miles from the Aberdeen City Hall. The denial or conditional approval of such a request is not subject to the grievance procedure.
2. "Residence" means the member's legal domicile; that is, the place where the member actually lives and has made a primary home with his or her family, spouse, partner, or children, if any, spends most of his or her leisure time, and intends to return to when not working or as merely a work-shift convenience.
3. Non-compliance with this article will be considered grounds for termination of employment from the City of Aberdeen.

ARTICLE 32

OUTSIDE EMPLOYMENT:

Section 1. It is agreed that the City shall have no objection to off-duty employees being engaged in any secondary work or business, consistent with the official rules and regulations of the Aberdeen Fire Department provided that:

1. Employment with the Aberdeen Fire Department is considered primary employment of the individual.
2. The outside employment does not interfere with the proper discharge of their duties and responsibilities as a Firefighter.
3. The employee does not wear regulation Aberdeen Fire Department uniform. The employee does not conduct fire investigations inside the corporate limits of the City of Aberdeen. The employee does not avail themselves of official

Aberdeen Fire Department equipment, records, documents, files or services, or involve service of the City without pre-approval of the Fire Chief.

4. The employee in no way exploits their connection with the Aberdeen Fire Department in the course of outside employment.

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 the Aberdeen Fire Department due to illness or injury shall not be permitted to engage in outside employment during the period of absence.

ARTICLE 33

ACTING PAY:

A Lieutenant temporarily assigned as Incident Commander (Battalion Chief assigned to #1 Station) upon completion of one (1) twenty-four (24) hour shift acting as the Incident commander, will be compensated for consecutive hours thereafter at the rate of an entry level Battalion Chief (currently 22A).

[Signature page to follow.]

FIRE EMPLOYEES UNION CONTRACT FOR 2023 & 2024

The City of Aberdeen and Local 446 of the International Association of Fire Fighters, by and through their undersigned officials and representatives, on the date subscribed below, hereby accept and approve this Fire Employees Union Contract For 2023 & 2024.

Joe Gaa, City Manager

Date

Chris Scott, Local 446, IAFF
Bargaining Representative

Date

Luke Nelson, Local 446, IAFF
Bargaining Representative

Date

Carter Deyo, Local 446, IAFF
Bargaining Representative

Date

Jordan Dahme, Local 446, IAFF
Bargaining Representative

Date