

***Request for Proposals
for
Compensation and Benefits Study***

September 8, 2017

City of Sioux Falls, South Dakota

Proposal Request No. 17-0123

Table of Contents

Section 1 Introduction and Instructions	1
1.01 Purpose of the RFP	1
1.02 Contact Person, Telephone, Fax Number, and Email	1
1.03 RFP Schedule of Events	1
1.04 Return Mailing Address and Deadline for Receipt of Proposals	2
1.05 Questions and Addenda	2
Section 2 Objectives, Background, and Scope of Services	3
2.01 Objectives.....	3
2.02 Background	3
2.03 Scope of Services.....	6
Section 3 Proposal Format and Content.....	8
3.01 Submittal Requirements	8
Section 4 Review of Proposals and Selection of Finalists for Interviews.....	9
4.01 Selection Criteria	9
4.02 Contract Award.....	9
4.03 Special Conditions.....	9
Section 5 General Proposal Information.....	10
5.01 Authorized Signature	10
5.02 City Not Responsible for Preparation Costs	10
5.03 Conflict of Interest.....	10
5.04 Offeror's Certification.....	10
5.05 No Contact Policy	10
5.06 Indemnification	11
5.07 Insurance Requirements	11
5.08 Civil Rights	12
5.09 Independent Contractor.....	12
5.10 Special Conditions.....	12

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: September 8, 2017
- Proposals due: October 5, 2017
- Review of proposals: October 6–13, 2017
- Oral presentations: Week of October 30 or November 6, 2017
- Contract intent to award: November 10, 2017
- Execute contract: December 5, 2017

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit one (1) original hard copy (marked "Original") and five hard copies of the proposal 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. 17-0122
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 October 5, 2017**. Proposals will not be publicly read at the opening.

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

Offerors 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. An offeror'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 srust@siouxfalls.org. Answers to questions will be posted to the City's website. The deadline for questions is 2 p.m., Central standard time, Friday, September 22, 2017.

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, October 2, 2017.

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 269 job titles and 59 pay grades for approximately 1,234 regular employees. Job descriptions have been established for all classifications. This includes the following employee groups: General Nonmanagement, Midmanagement, Classified, Police, Fire, Appointive Officials, Appointed Employees, and City Council-Appointed Employees. The study will encompass all groups including the Mayor.

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 nonuniform, 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 the Fire and Police plans and Appointive Officials, provide for a 9-step salary range within each scale. Incumbents progress automatically 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.

1. General Nonmanagement (MEA-AFSCME)—108 classifications; 15 pay scales. EXHIBIT A
2. Classified—14 classifications; 7 pay scales. EXHIBIT B
3. Appointive Officers—13 classifications; 4 pay scales. EXHIBIT C
4. Appointed Employees—2 classifications; 2 pay scales. EXHIBIT D
5. Medical/Professional Appointive Employees—2 classifications; 2 pay scales. EXHIBIT E
6. Midmanagement—117 classifications; 15 pay scales. EXHIBIT F
7. 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, and Fire Captain)—6 classifications; 7 pay scales. EXHIBIT H
9. City Council-Appointed Employees—5 classifications; 5 pay scales. EXHIBIT I

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

C. Plan Operation.

1. 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 Nonmanagement.

For the following employee groups: General Nonmanagement, Classified, Midmanagement, and Appointed, there are 9 steps in which to advance 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 Lineworker 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 J

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

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

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

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, and Captain 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 and Captain 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 29, Promotions. EXHIBIT N

Article 33, Wages. EXHIBIT O

4. 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 P

Article 12, Certification and Promotion. EXHIBIT Q

5. Other.

Also attached is a copy of Executive Order 11-32 entitled “Variable Market Contingency.” This procedure applies only to Appointed, Midmanagement, and Classified employee groups and allows the City to apply premium pay or market contingency to the position when warranted.

Executive Order 11-32, Variable Market Contingency. EXHIBIT R

Mayor—City Charter established Mayor’s compensation with adjustments tied to inflation. Applicable City Charter language is attached.

City Charter, Section 2.04, EXHIBIT S

City Charter, Section 9.05, EXHIBIT T

Executive Order 02-27, EXHIBIT U

2.03 Scope of Services

A. Compensation and Benefits Study—Project Objective.

1. 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 80 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:
 - a. 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.
3. 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. The City also requests that survey data collected include compensation data for the City's elected Mayor.
- 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 April 13, 2018. 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 time line 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 Compensation and Benefits Study 35 pts
- Experience of the firm’s project team 25 pts
- Time line, 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 offeror 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

Offerors 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 offeror's proposal. The City's determination regarding any questions of conflict of interest is final.

5.04 Offeror's Certification

By signature on the proposal, the offeror 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 offeror 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.

1. 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 name the City and its representatives as an additional insured. 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.

The offeror 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 offeror 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.

**2017
General Employees
Classifications and Pay Scales**

Position Title	Employee Group	Occ Code	Grade
Accountant	GN	116	232
Animal Control Officer	GN	089	223
Billing Cashier	GN	113	223
Billing Specialist	GN	099	222
Building Inspector	GN	501	343
Building Maintenance Worker	GN	283	222
Business Specialist	GN	094	232
Business Technician	GN	121	224
Chemist	GN	601	342
City Carrier	GN	144	221
City Carrier/Library	GN	148	221
Clinic/Lab Aide	GN	066	112
Code Enforcement Officer	GN	504	342
Coding Technician	GN	096	224
Communications Technician	GN	123	223
Community Development Program Specialist	GN	070	341
Community Development Technician	GN	236	224
Contract/Bid Specialist	GN	122	231
Controls Technician	GN	576	231
Custodial Worker	GN	285	113
Dental Assistant	GN	050	223
Dental Hygienist	GN	048	342
Electrical Inspector	GN	411	342
Electrician	GN	575	232
Engineering Technician	GN	010	231
Engineering Technician II	GN	041	341
Environmental Health Specialist/Certified	GN	090/091	225/342
Environmental Technician	GN	600	224
Environmental/Sustainability Technician	GN	733	224
Equipment Operator	GN	711	224
Fire Protective Equipment Technician	GN	103	223
Forensic Specialist I/II	GN	112/104	231/343
GIS Specialist	GN	045	341
Grant Fiscal Specialist	GN	071	231
Graphic Design Specialist	GN	073	341
Health Administrative Technician	GN	058	223
Laboratory Technician	GN	599	222
Laborer	GN	900	113
Landfill Environmental Technician	GN	603	224
Landfill Equipment Operator	GN	739	224
Landfill Scale Operator	GN	737	221

Position Title	Employee Group	Occ Code	Grade
Lead Billing Cashier	GN	117	231
Lead Building Maintenance Mechanic	GN	580	231
Lead Building Maintenance Worker	GN	284	223
Lead Equipment Operator	GN	712	231
Lead Landfill Equipment Operator	GN	713	231
Lead Landfill Scale Operator	GN	743	231
Lead Maintenance Mechanic	GN	578	231
Lead Mechanic	GN	574	231
Lead Parking Equipment Service Technician	GN	239	231
Lead Parking Patrol	GN	234	231
Lead Police Records Clerk	GN	960	231
Lead Sewer Collection Technician/Certified	GN	572/573	231/232
Lead Wastewater Operator/Certified	GN	731/732	231/232
Lead Water Distribution System Technician/Certified	GN	557/558	231/232
Lead Water Operator/Certified	GN	726/727	231/232
Lead Water Service Technician	GN	720	231
Library Associate	GN	022	225
Licensed Practical Nurse (LPN)	GN	067	222
Line Worker	GN	523	342C
Maintenance Mechanic	GN	577	225
Mechanic	GN	530	225
Mechanical Inspector	GN	503	342
Medical Assistant	GN	053	221
Nurse Case Manager/Certified	GN	074/075	342/343
Park Caretaker	GN	338	231
Park Carpenter	GN	341	224
Park Forestry Caretaker	GN	335	231
Park Maintenance Mechanic	GN	334	225
Park Service Worker	GN	339	222
Park Supply Specialist	GN	342	222
Parking Equipment Service Technician	GN	240	223
Parking Patrol	GN	235	222
Parts Worker	GN	150	222
Patient Support Technician	GN	097	113
Permit Technician	GN	410	224
Plans Examiner	GN	500	342
Plumbing Inspector	GN	511	342
Police Evidence Technician	GN	111	222
Police Records Clerk	GN	108	221
Property Maintenance Inspector	GN	415	342
Public Health Scientist I	GN	054	225
Public Health Scientist II	GN	056	342
Purchasing Assistant	GN	143	224
Purchasing Specialist	GN	120	232
Radiology and Lab Technologist	GN	068	225
Real Estate Specialist	GN	069	341

Position Title	Employee Group	Occ Code	Grade
Recreation Program Specialist	GN	288	225
Registered Nurse (RN)	GN	059	341
Sewer Collection Technician	GN	570	224
Social Worker	GN	051	225
Subdivision/Site Plan Checker	GN	242	341
Technical Clerk	GN	109	222
Technical Support Specialist	GN	130	225
Traffic Sign Technician	GN	546	224
Traffic Signal Technician	GN	545	231
Utility Electrician	GN	524	232
Vehicle/Equipment Service Worker	GN	735	223
Wastewater Operator	GN	730	225
Water Distribution System Technician	GN	556	224
Water Operator	GN	725	225
Water Quality Analyst	GN	602	224
Water Service Technician	GN	721	223
Welder	GN	405	225
Word Processor	GN	047	113
Zoning Enforcement Officer	GN	512	342

2017 Hourly Pay Scales—General Employees

Grade	Steps								
	1	2	3	4	5	6	7	8	9
111	\$13.01	\$13.45	\$13.91	\$14.35	\$14.83	\$15.37	\$15.87	\$16.38	\$16.92
112	\$13.94	\$14.42	\$14.92	\$15.45	\$15.96	\$16.54	\$17.09	\$17.69	\$18.28
113	\$14.96	\$15.50	\$16.03	\$16.60	\$17.19	\$17.78	\$18.43	\$19.08	\$19.73
221	\$15.78	\$16.37	\$16.95	\$17.61	\$18.21	\$18.88	\$19.58	\$20.26	\$21.00
222	\$16.41	\$17.06	\$17.69	\$18.34	\$19.05	\$19.73	\$20.48	\$21.22	\$22.02
223	\$17.11	\$17.75	\$18.44	\$19.14	\$19.86	\$20.66	\$21.45	\$22.25	\$23.07
224	\$18.91	\$19.66	\$20.44	\$21.21	\$22.04	\$22.95	\$23.81	\$24.78	\$25.73
224C	\$20.61	\$21.41	\$22.25	\$23.08	\$24.05	\$24.98	\$25.95	\$26.96	\$28.06
225	\$20.42	\$21.21	\$22.11	\$22.98	\$23.91	\$24.87	\$25.85	\$26.90	\$28.01
231	\$21.22	\$22.12	\$23.01	\$23.96	\$24.97	\$25.98	\$27.04	\$28.16	\$29.31
232	\$22.16	\$23.07	\$24.07	\$25.07	\$26.13	\$27.22	\$28.39	\$29.55	\$30.77
341	\$23.81	\$24.87	\$25.93	\$27.04	\$28.21	\$29.42	\$30.66	\$31.99	\$33.37
342	\$24.89	\$25.97	\$27.12	\$28.27	\$29.561	\$30.83	\$32.19	\$33.59	\$35.08
342C	\$30.83	\$32.19	\$33.59	\$35.08					
343	\$25.97	\$27.15	\$28.32	\$29.59	\$30.94	\$32.32	\$33.78	\$35.24	\$36.85

**2017
Classified Employees
Classifications and Pay Scales**

Position Title	Employee Group	Occ Code	Grade
Administrative Assistant	CL	107	223
Assistant City Clerk	CL	005	225
Document Specialist	CL	124	221
Human Relations Specialist	CL	918	232
Human Resources Specialist	CL	151	232
Human Resources Technician	CL	146	223
Lead Media Specialist	CL	128	231
Legal Assistant	CL	101	225
Licensing Specialist	CL	400	231
Paralegal	CL	102	232
Payroll/Benefits Specialist	CL	034	232
Publishing Specialist	CL	127	222
Web Content Specialist	CL	129	223
Workers' Compensation Specialist	CL	147	232

2017 Hourly Pay Scales—Classified Employees									
Grade	Steps								
	1	2	3	4	5	6	7	8	9
221	\$16.92	\$17.54	\$18.18	\$18.81	\$19.52	\$20.23	\$20.96	\$21.72	\$22.54
222	\$17.65	\$18.24	\$18.92	\$19.64	\$20.39	\$21.13	\$21.92	\$22.75	\$23.63
223	\$18.33	\$19.05	\$19.74	\$20.50	\$21.29	\$22.12	\$22.96	\$23.79	\$24.74
224	\$20.25	\$21.07	\$21.89	\$22.72	\$23.66	\$24.54	\$25.52	\$26.52	\$27.60
225	\$21.86	\$22.72	\$23.67	\$24.60	\$25.59	\$26.61	\$27.69	\$28.83	\$29.95
231	\$22.75	\$23.69	\$24.67	\$25.69	\$26.74	\$27.81	\$28.96	\$30.18	\$31.39
232	\$23.72	\$24.73	\$25.78	\$26.88	\$28.01	\$29.16	\$30.38	\$31.67	\$32.98

**2017
Appointive Officers
Classifications and Pay Ranges**

Position Title	Employee Group	Occ Code	Grade
Assistant Police Chief	AP	012	473
City Attorney	AP	015	583
Director of Central Services	AP	810	582
Director of Community Development	AP	011	582
Director of Finance	AP	009	600
Director of Human Resources	AP	040	582
Director of Parks and Recreation	AP	060	583
Director of Planning and Building Services	AP	006	582
Director of Public Works	AP	008	600
Director of Siouxland Libraries	AP	019	582
Fire Chief	AP	201	583
Police Chief	AP	221	583
Public Health Director	AP	086	583

2017 Bi-Weekly Pay Ranges—Appointive Officers		
Grade	Minimum	Maximum
473	\$4,127.20	\$5,104.80
582	\$4,428.00	\$5,592.00
583	\$4,781.60	\$6,041.60
600	\$5,588.80	\$7,062.40

**2017
Appointed Employees
Classifications and Pay Scales**

Position Title	Employee Group	Occ Code	Grade
Mayor's Executive Assistant	AP	801	225
Communications Specialist	AP	351	343

2017 Bi-Weekly Pay Scales—Appointed Employees									
Grade	Steps								
	1	2	3	4	5	6	7	8	9
225	\$1,748.80	\$1,817.60	\$1,893.60	\$1,963.20	\$2,047.20	\$2,128.80	\$2,215.20	\$2,306.40	\$2,396.00
343	\$2,256.80	\$2,376.00	\$2,492.80	\$2,610.40	\$2,727.20	\$2,846.40	\$2,965.60	\$3,082.40	\$3,200.00

**2017
Medical Professional Appointive Employees
Classifications and Pay Ranges**

Position Title	Employee Group	Occ Code	Grade
Dentist	AP	161	593
Chief Medical Officer	AP	162	605

2017 Bi-Weekly Pay Ranges—Medical Professional Appointive Employees		
Grade	Minimum	Maximum
593	\$4,850.40	\$6,304.80
605	\$6,596.00	\$9,103.20

**2017
Midmanagement Employees
Classifications and Pay Scales**

Position Title	Employee Group	Occ Code	Grade
Advanced Practice Provider	MM	163	462
Animal Control Supervisor	MM	092	342
Application Development Analyst	MM	134	343
Application Development Supervisor	MM	132	351
Assistant City Attorney	MM	100	461
Assistant City Engineer	MM	910	463
Assistant Director of Finance	MM	141	463
Assistant Director of Parks and Recreation	MM	300	463
Assistant Director of Public Health/Operations	MM	088	461
Assistant Library Director	MM	026	461
Branch Librarian	MM	018	343
Building Maintenance Supervisor	MM	281	342
Business Analyst	MM	118	343
Business Operations Manager	MM	043	462
Chief Accountant	MM	095	352
Chief Building Inspector	MM	406	351
Chief Building Services Official	MM	079	461
Chief Electrical Inspector	MM	407	351
Chief Mechanical Inspector	MM	408	351
Chief Planning and Zoning Official	MM	031	461
Chief Plumbing Inspector	MM	409	351
Chief Property Maintenance Inspector	MM	414	351
City Engineer	MM	007	472
CityLink Producer	MM	139	342
Civil Engineer/P.E.	MM	914/915	342/342A
Clinical Data Manager	MM	052	351
Clinical Quality Coordinator	MM	076	342
Clinical Services Manager	MM	029	351
Code Enforcement Manager	MM	505	352
Community Development Manager	MM	030	351
Compensation and Benefits Manager	MM	038	461
Crime Lab Manager	MM	230	352
Criminal Analyst	MM	229	342
Custodial Supervisor	MM	286	342
Dental Services Manager	MM	046	351
Deputy City Attorney	MM	014	463
District Park Supervisor	MM	337	342
Economic Development Coordinator	MM	232	342
Economic Development Manager	MM	231	352
Emergency Manager	MM	200	352

Position Title	Employee Group	Occ Code	Grade
Emergency Medical Quality Assurance Coordinator	MM	049	342
Environmental Analyst	MM	093	342
Environmental Engineer	MM	906	352
Environmental/Storm Water Manager	MM	551	461
Finance Manager	MM	115	351
Fire Battalion Chief	MM	211	880
Fire Battalion Chief/Enforcement and Investigation (Career Uniformed/Civilian)	MM	208/202	880
Fire Division Chief	MM	212	885
Fire Marshal (Career Uniformed/Civilian)	MM	204/205	885
Fire Protection Engineer/P.E.	MM	213/214	342/342A
Fire Records Analyst	MM	110	342
Fleet Manager	MM	531	352
Fleet Supervisor	MM	528	342
GIS Analyst	MM	016	342
GIS Manager	MM	042	352
Health Program Coordinator	MM	027	342
Human Resources Coordinator	MM	039	342
Human Resources Manager	MM	036	352
Human Resources Payroll Analyst	MM	149	343
Information Security Administrator	MM	140	343
Information Technology Infrastructure Manager	MM	137	351
Information Technology Manager	MM	142	462
Information Technology Support Supervisor	MM	138	351
Information Technology System Analyst	MM	135	343
Landfill Operations Manager	MM	742	352
Librarian	MM	023	342
Library Marketing Coordinator	MM	028	342
Light Superintendent	MM	520	352
Light Supervisor	MM	522	342A
Multimedia Manager	MM	061	352
Multimedia Support Supervisor	MM	064	342
Neighborhood Development Coordinator	MM	233	342
Network Administrator	MM	136	343
Operations Manager	MM	554	352
Operations Supervisor	MM	555	351
Park Central Services Supervisor	MM	340	342
Park Development Specialist	MM	299	343
Park Forestry Supervisor	MM	336	342
Park Operations Manager	MM	952	352
Police Application Specialist	MM	105	342
Police Captain	MM	223	895
Police Lieutenant	MM	224	890
Police Records Supervisor	MM	106	342
Principal Engineer	MM	913	352
Project Manager	MM	911	351
Public Health Finance and Information Officer	MM	087	461

Position Title	Employee Group	Occ Code	Grade
Public Health Laboratory Manager	MM	057	352
Public Health Manager	MM	055	351
Public Health Prevention Coordinator	MM	085	342
Public Parking Facilities Manager	MM	237	351
Purchasing Manager	MM	119	351
Recreation Manager	MM	951	352
Recreation Program Coordinator	MM	287	342
Residue Coordinator	MM	561	342
Risk Manager	MM	927	352
Sanitary Landfill Superintendent	MM	736	462
Senior Librarian	MM	017	352
Sewer Collection Supervisor	MM	562	342
Street and Fleet Operations Manager	MM	550	463
Street Maintenance Supervisor	MM	552	342
Sustainability Coordinator	MM	734	342
System Administrator	MM	145	343
Technical Services Librarian	MM	024	342
Traffic Devices Maintenance Supervisor	MM	098	342
Transportation Planner	MM	072	343
Urban Planner	MM	063	342
Utility Billing Supervisor	MM	547	351
Utility Operations Administrator	MM	013	473
Wastewater Maintenance Supervisor	MM	723	343
Wastewater Superintendent	MM	537	463
Water Distribution System Supervisor	MM	548	342
Water Maintenance and Metering Supervisor	MM	724	351
Water Program Coordinator	MM	535	342
Water Superintendent	MM	536	463
Web Designer	MM	125	341
Work Well Manager	MM	035	352
Zoning Enforcement Manager	MM	513	351

2017 Bi-Weekly Pay Scales—Midmanagement Employees

Grade	1	2	3	4	5	6	7	8	9
341	\$2,041.60	\$2,132.80	\$2,232.00	\$2,334.40	\$2,436.00	\$2,536.00	\$2,638.40	\$2,743.20	\$2,862.40
342	\$2,189.60	\$2,306.40	\$2,416.00	\$2,527.20	\$2,637.60	\$2,751.20	\$2,863.20	\$2,974.40	\$3,084.80
342 C	\$2,301.60	\$2,418.40	\$2,535.20	\$2,652.00	\$2,768.80	\$2,888.00	\$3,005.60	\$3,124.00	\$3,240.00
343	\$2,256.80	\$2,376.00	\$2,492.80	\$2,610.40	\$2,727.20	\$2,846.40	\$2,965.60	\$3,082.40	\$3,200.00
351	\$2,378.40	\$2,505.60	\$2,633.60	\$2,759.20	\$2,888.00	\$3,015.20	\$3,140.80	\$3,269.60	\$3,396.80
352	\$2,593.60	\$2,735.20	\$2,877.60	\$3,020.80	\$3,163.20	\$3,304.80	\$3,450.40	\$3,589.60	\$3,733.60
461	\$2,680.00	\$2,832.00	\$2,982.40	\$3,132.80	\$3,284.00	\$3,430.40	\$3,584.00	\$3,734.40	\$3,885.60
462	\$2,929.60	\$3,098.40	\$3,267.20	\$3,435.20	\$3,605.60	\$3,774.40	\$3,941.60	\$4,110.40	\$4,280.80
463	\$3,212.80	\$3,400.00	\$3,591.20	\$3,781.60	\$3,969.60	\$4,159.20	\$4,346.40	\$4,536.00	\$4,725.60
472	\$3,336.80	\$3,540.80	\$3,748.00	\$3,954.40	\$4,160.80	\$4,366.40	\$4,570.40	\$4,775.20	\$4,981.60
473	\$3,430.40	\$3,647.20	\$3,864.00	\$4,078.40	\$4,291.20	\$4,508.80	\$4,722.40	\$4,937.60	\$5,153.60
880	\$3,580.00	\$3,705.60	\$3,836.80						
885	\$4,026.40	\$4,164.80	\$4,300.80						
890	\$3,511.20	\$3,634.40	\$3,761.60						
895	\$3,951.20	\$4,082.40	\$4,218.40						

- *Note: Grades 880, 885, 890, and 895 steps 1–4 are 24-month steps.*

City of Sioux Falls Police Pay Grades

Effective 03/13/2017

Effective 01/01/2018

		-1-	-2-	-3-	-4-	-5-	-6-	-7-	-8-	-9-
Police Officer										
850	2017	23.88	25.11	26.37	27.62	28.87	30.14	31.39	32.64	33.89
	2018	24.24	25.49	26.77	28.03	29.30	30.59	31.86	33.13	34.40
Police Sergeant										
855	2017	36.43	37.72	39.06						
	2018	36.98	38.29	39.65						

Fire 2017 Salary Grades

Emergency Vehicle Technician

Years		0	1	2	3	4	6	8	10	12
Step		1	2	3	4	5	6	7	8	9
	800	1754.40	1825.60	1900.00	1979.20	2062.40	2147.20	2233.60	2327.20	2422.40
		21.93	22.82	23.75	24.74	25.78	26.84	27.92	29.09	30.28
	801	1807.20	1880.00	1956.80	2038.40	2124.00	2211.20	2301.60	2396.80	2494.40
		22.59	23.50	24.46	25.48	26.55	27.64	28.77	29.96	31.18

Firefighter

Years		0	1	2	3	4	6	8	10	12
Step		1	2	3	4	5	6	7	8	9
	805	1745.89	1839.48	1933.10	2025.50	2119.15	2206.86	2300.56	2393.10	2486.83
	S	16.4815	17.3651	18.2488	19.1211	20.0052	20.8332	21.7177	22.5913	23.4762
	H	21.8236	22.9935	24.1637	25.3187	26.4894	27.5857	28.7570	29.9138	31.0854

FAO

Years		3	4	6	8	10	12	15
Step		1	2	3	4	5	6	7
	810	2100.55	2197.66	2288.62	2385.78	2481.75	2578.98	2680.19
	S	19.8296	20.7463	21.6050	22.5222	23.4282	24.3461	25.3015
	H	26.2569	27.4708	28.6078	29.8223	31.0219	32.2373	33.5024

Fire Captain

Years in Rank Completed		0	3	6	9
Step		1	2	3	4
	815	2754.34	2850.71	2950.48	3053.75
	S	26.0015	26.9113	27.8531	28.8280
	H	34.4292	35.6339	36.8810	38.1719

Uniformed Fire Inspector

Years in Rank Completed		0	3	6	9	12
Step		1	2	3	4	5
	820	2589.60	2691.20	2796.00	2905.60	3018.40
		32.37	33.64	34.95	36.32	37.73

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	2292.80	2387.20	2488.80	2589.60	2691.20	2796.00	2905.60	3018.40
		28.66	29.84	31.11	32.37	33.64	34.95	36.32	37.73

Notice of Hearing:	<u>NA</u>
Date of Hearing:	<u>12/06/16</u>
Date Adopted:	<u>12/06/16</u>
Date Published:	<u>12/10/16</u>
Date Effective:	<u>12/30/16</u>

RESOLUTION NO. 121-16

A RESOLUTION ESTABLISHING A PAY-FOR-PERFORMANCE PROGRAM FOR THE CITY COUNCIL-APPOINTED POSITIONS OF BUDGET ANALYST, CITY CLERK, INTERNAL AUDITOR, INTERNAL AUDIT MANAGER, AND THE CITY COUNCIL OPERATIONS MANAGER.

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 Committee; and

WHEREAS, the Budget Analyst will have structural reporting authority to the City Council’s Fiscal Committee; and

WHEREAS, the City Clerk and City Council Operations Manager will have structural reporting authority to the City Council’s Operations Committee; and

WHEREAS, the City Council will maintain a market-competitive salary range and a pay-for-performance program for the positions of Budget Analyst, City Clerk, Internal Auditor, Internal Audit Manager, and City Council Operations Manager; and

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

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

1. The 2017 biweekly salary ranges for the Budget Analyst shall be as follows: biweekly minimum range—\$2,189.60; maximum—\$3,084.80.
2. The 2017 biweekly salary ranges for the City Clerk shall be as follows: biweekly minimum range—\$2,378.40; maximum—\$3,396.80.
3. The 2017 hourly salary ranges for the Internal Auditor shall be as follows: hourly minimum range—\$22.16; maximum—\$30.78.

4. The 2017 biweekly salary ranges for the Internal Audit Manager shall be as follows: biweekly minimum range—\$2,256.80; maximum—\$3,200.00.
5. The 2017 biweekly salary ranges for the City Council Operations Manager shall be as follows: biweekly minimum range—\$2,593.60; maximum—\$3,733.60.
6. The City Council's appointed employees' salaries will be modified on the first pay period of the calendar year to reflect any adopted inflation adjustment to the assigned salary range.
7. Performance-based increases shall be recommended by the respective City Council committee having structural authority and approved by the City Council. The performance increase shall be in addition to any inflation adjustment and shall be effective on the employee's anniversary date.
8. Performance shall be assessed annually based on the following three-level scale of performance: exceeds performance expectations, meets expectations, and failed to meet expectations.
9. Evaluative criteria will address any or all of the following key competencies when determining the level of performance: demonstrated leadership and teamwork, effective performance management of subordinate staff, effective fiscal and operational management of defined responsibilities, effective communication, and City business knowledge.
10. The Director of Human Resources shall assist the City Council in administering the salary and pay-for-performance program and for the purposes of advising market-based pay recommendations and adherence to federal, state, and City employment practices.
11. The City Council may modify the provisions relating to the performance pay guidelines in any one calendar year based on budgetary reasons or at their discretionary authority.

Date adopted: 12/06/16 .

Mike T. Huether
Mayor

ATTEST:

Thomas M. Greco
City Clerk

Sec. 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)

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)

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 29 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 33, 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 33
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 for the year 2017 shall be 1.5 percent higher than the pay grades established for the year 2016. The pay grades will increase 1.5 percent in 2018 and shall be set forth in Exhibit A.

Pay grades for 2017 shall become effective March 13, 2017. Pay grades for 2018 shall be effective as of 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:

From Step	To Step	Waiting Period 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. 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 9. 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:

1. 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.

2. 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.

3. 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
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 2017 and 2018, are set forth in Exhibit D. The pay grades for 2017 shall be effective as of January 2, 2017, and be 1.5% greater than the pay grades established for 2016 for all ranks except Fire Apparatus Operator. The pay grade for Fire Apparatus Operator shall be 2.2% greater than the pay grade established for 2016. The pay grades for 2018 shall be effective as of January 1, 2018, and be 1.5% greater than the pay grades established for 2017 except for the rank of Fire Apparatus Operator. The pay grade for Fire Apparatus Operator shall be 2.2% greater than the pay grade established for 2017.

Section 3. 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 4. 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 5. Employees holding the rank of Firefighter and Emergency Vehicle Technician/Certified will be eligible for step advancement pursuant to the following table:

Step	Years of Completed 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

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 6. 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 3-year intervals.

Section 7. Employees holding or promoted to the rank of Fire Captain will be eligible for step advancement pursuant to the following tables:

A. Fire Captain

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

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

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

Section 8. 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 9. 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 10. An employee’s step anniversary date may be adjusted, except in cases of military leave, if the employee’s service is interrupted by unpaid leave or disciplinary action 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 Agreement. The step advancement based on the employee’s date of hire may be delayed commensurate with the service interruption or on the basis of performance.

Section 11. A designated training position shall receive a 10 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 12.

- A. When SFFR is required to respond to a hazardous materials or urban search and rescue call outside the city of Sioux Falls and a Firefighter, who is also a certified paramedic, is designated and required to act as a paramedic to assist any injured SFFR Firefighter on such a call, the Firefighter will receive additional pay of \$1.00 per hour added to their base hourly rate of pay from the time of dispatch until their unit is released from the scene and the person is not acting in the capacity of a paramedic.
- B. When SFFR responds to disasters outside of the city of Sioux Falls, where assistance has been requested by another governmental entity, a Firefighter, who is also a certified paramedic, may be designated and required to act as paramedic to assist any civilian patient when express permission has been given by the Fire Chief. The Firefighter will receive additional pay of \$1.00 per hour added to their base hourly rate of pay for every shift the person is acting in the capacity of a paramedic. The Fire Chief can revoke permission to act as paramedic at any time and without cause.
- C. 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 13. Any hours worked related to a SFFR deployment outside of Sioux Falls will be calculated in the same manner as work hours based on the employee's normal 27-day, 204-hour; or if applicable, 40-hour week work-cycle. Any hours actually worked over and above the normal 27-day, 204-hour, or 40-hour week work-cycle will be compensated as extra duty. All hours worked will be reflected on the incident crew time record (CTR). Any compensable hours worked that are not recorded on the CTR have to be approved by the Fire Chief (i.e., vehicle or equipment repair, etc.). Any deployment where the Incident Commander requires the employee to be on standby during their scheduled time off will be considered standby and the employee will receive standby pay of \$1.70 per hour for those hours. If a contract or agreement is in place between the agencies involved, it will govern the rates of compensation for per diem.

Article 12
Certification and Promotion

Section 1. Certification for members of the bargaining unit shall be as follows:

- A. All employees in the ranks of Firefighter, Fire Apparatus Operator, and Fire Captain are required to maintain SFFR certification in the following standards:
 - 1. NFPA 1001—Firefighter I and II.
 - 2. NFPA 472—Professional Competence of Responders to Hazardous Material Incidents; Awareness and Operations.
 - 3. NFPA 1006—Rescue Technician Professional Qualifications; Job Performance Requirements and Vehicle and Machinery Rescue.
 - 4. South Dakota Emergency Medical Technician.

- B. In addition to the requirements in Section 1A above, all employees in the ranks of Fire Apparatus Operator and Fire Captain are required to maintain SFFR certification in the following standards:
 - 1. NFPA 1002—Fire Apparatus Driver/Operator Professional Qualifications; General Requirements, Apparatus Equipped with an Attack or Fire
 - 2. Pump, Apparatus Equipped with an Aerial Device, and Mobile Water Supply Apparatus.
 - 3. NFPA 1041—Fire Service Instructor I.
 - 4. NFPA 1521—Incident Safety Officer.

- C. In addition to the requirements in Sections 1A and 1B above, all employees in the rank of Fire Captain are required to maintain SFFR certification in the following standards:
 - 1. NFPA 1021—Fire Officer I.
 - 2. NFPA 1031—Fire Inspector I.
 - 3. NIMS ICS-300.

- D. All employees in the rank of Fire Inspector are required to maintain a SFFR certification in the following standards:
 - 1. NFPA 1031—Fire Inspector I and II.
 - 2. NFPA 1033—Fire Investigator.
 - 3. NFPA 472—Professional Competence of Responders to Hazardous Material Incidents; Awareness and Operations.

Section 2. The Training Certification and Career Development Committee will recommend education and training objectives for the requirements listed in Section 1 and Section 3. When requested, the Board 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 3. 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. In addition to the certifications in Section 1A, all candidates must hold current certification by SFFR to the following standards: NFPA 1002—Fire Apparatus Driver\Operator Professional Qualifications; General Requirements, Apparatus Equipped with and Attack or Fire Pump, Apparatus Equipped with an Aerial Device, and Mobile Water Supply Apparatus, NFPA 1041—Fire Service Instructor I, and NFPA 1521—Incident Safety Officer.
3. All candidates must have a satisfactory service rating.

B. Fire Captain:

1. All candidates must have held the rank of Firefighter with SFFR and must have completed probation as a Fire Apparatus Operator and have a minimum of six years' service with SFFR.
2. If there are not a sufficient number of passing candidates from the Fire Apparatus Operator rank to fill all open Fire Captain positions at time of testing, SFFR personnel holding the rank of Firefighter that have completed all the certifications for the rank of Fire Apparatus Operator and have a minimum of eight (8) years of service with SFFR will also be eligible to be a candidate for the rank of Fire Captain. Firefighter eligibility will reset to the parameters detailed in Section 3B1 following either a successful initial testing cycle with no unfilled Fire Captain positions, or upon a second testing that includes eligible Firefighter candidates.
3. In addition to the certifications in Sections 1A and 1B, all candidates must hold current certification by SFFR to the following standards: NFPA 1021—Fire Officer I, NFPA 1031—Fire Inspector I, and have completed the NIMS ICS-300 course.
4. 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 by SFFR to the following standards: NFPA 1031—Fire Inspector I within 12 months of promotion or hire.
 6. All candidates, whether SFFR employee or civilian, must hold or be able to obtain certification by SFFR to the following standards: NFPA 1031—Fire Inspector II and NFPA 1033—Fire Investigator within 24 months of promotion or hire.
 7. 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 the following certification classes to candidates for promotion who have not had the opportunity to obtain necessary certifications before promotional testing is provided:
1. NFPA 1002—Fire Apparatus Driver\Operator Professional Qualifications; General Requirements, Apparatus Equipped with and Attack or Fire Pump, and Apparatus Equipped with an Aerial Device for candidates for Fire Apparatus Operator.
 2. NFPA 1021—Fire Officer I for candidates for Fire Captain.
 3. NFPA 1041—Fire Service Instructor I for candidates for Fire Captain.
 4. NFPA 1031—Professional Qualifications for Fire Inspector and Plan Examiner.
 5. NFPA 1033—Professional Qualifications for Fire Investigator.
- E. Civilian Fire EMS Educator:
1. In the event SFFR wishes to hire a Civilian Fire EMS Educator, the qualifications will be based on the specific needs of the area of emphasis the Educator will provide.
 2. Current employees will be eligible to apply for a Civilian Fire EMS Educator position provided they meet the minimum qualifications.

Section 4. 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 5. 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 6. 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 7. 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 8. 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 9. NFPA 1071 Emergency Vehicle Technician certification 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 was in the prior pay grade 800. The City shall provide, upon request, manuals and testing fees for Emergency Vehicle Technician certification.

EXECUTIVE ORDER

Subject: Variable Market Contingency

This amends Executive Order No. 02-28.

The City of Sioux Falls recognizes that specific labor markets can change significantly during a relatively short period of time. Such labor market demands can make attracting and retaining professional/technical City employees extremely difficult. Through this program, the City may apply a Variable Market Contingency (expressed as a percentage of pay; i.e., 8%) to provide additional compensation to those City positions where reliable labor market data indicates a significant disparity between existing City compensation and current labor market data from regional competitive employers.

Variable market contingencies are temporary premium compensation adjustments separate from employee base pay compensation. This Variable Market Contingency Program shall apply to the appointed, midmanagement, and classified groups. Variable Market Contingencies are subject to approval, reduction or discontinuation by the City.

The following guidelines will be followed when considering the application of a Variable Market Contingency to any position within the City of Sioux Falls:

1. Human Resources will initiate the application of a Variable Market Contingency.
2. No less than five local or regional competitive employers will be surveyed by a designee of Human Resources to obtain current market compensation data for the position(s) being considered for a Variable Market Contingency.
3. A Variable Market Contingency may be applied if one or more of the following conditions exist:
 - a. The market compensation data obtained in subsection (2) indicates that the compensation level for a particular position is 10 percent or more below available market data.
 - b. Low employee retention.
 - c. Labor market shortage.
4. Each Major Organizational Unit (MOU) will be responsible for budgetary increases associated with the application of a Variable Market Contingency to a position (or positions) within each respective MOU.
5. If applied, the Variable Market Contingency shall be subject to review on at least an annual basis to determine market competitiveness and market value for each position receiving such contingency. Upon such review, the Director of Human Resources may discontinue or reduce the Variable Market Contingency.

6. Each Director, Director of Human Resources, and Mayor must approve all Variable Market Contingency requests utilizing the attached Variable Market Contingency Request Form.

The Variable Market Contingency shall not modify the pay grade assignment of the specified classification. The Variable Market Contingency shall be compensated as a separate pay premium applied to all regular and overtime pay.

Source: EO #11-32 (08-23-11) Huether
EO #02-28 (03-28-02) Hanson
EO #01-10 (04-17-01) Hanson
EO #99-07 (01-21-99) Hanson
EO #98-21 (07-16-98) Hanson

Variable Market Contingency Application

Request for MOU Division: _____

Variable Market Contingency Requested for the Following Position(s):

Position	Number in Position
_____	_____

Local or Regional Employer Data:

Current City Compensation 10% or More Below Identified Market?

_____ Yes _____ No

Recommended Variable Market Contingency: _____%

Annual Cost of Variable Market Contingency: \$ _____
(Projected through the end of the current fiscal year.)

Recommend:

_____ Director	_____ Date
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Approval:

_____ Human Resources Director	_____ Date
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Concur:

_____ Mayor	_____ Date
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Section 2.04 Compensation; expenses.

The annual salary of the mayor and part-time council members is set in section 9.05, and shall be automatically adjusted annually for inflation or deflation, as determined by a generally accepted federal government index (e.g., CPI-U). The mayor and council members shall receive their actual and necessary expenses incurred in the performance of their duties of office. The mayor, but not the council members, shall participate in the city's employee benefits programs which are available to other management employees. Upon taking office the mayor may elect to participate in the employees' retirement system, if allowed by ordinance, or may elect not to participate in the employees' retirement system.

(4-8-08, § A; 4-12-16, § B)

Section 9.05 Schedule.

(a) *First election.* At the time of its adoption, this charter shall be in effect to the extent necessary in order that the first election of mayor and members of the city council may be conducted in accordance with the provisions of this charter. The first election shall be held on November 8, 1994 or the first available Tuesday after that as determined by election officials. The Sioux Falls city officials to be designated shall prepare and adopt temporary regulations applicable only to the first election and designed to insure its proper conduct and to prevent fraud and provide for recount of ballots in cases of doubt or fraud.

The term of the two at large council members receiving the most votes among the at large candidates in the first election shall be four (4) years. The term of the at large council member receiving the third largest vote counts among the at large candidates shall be two (2) years.

The terms of the two council members receiving the most votes among the five (5) elected by the five (5) districts in the first election shall be four years. The term of the other three council members elected by district shall be two (2) years.

The five (5) districts for the first election and until the redistricting required after the 2000 census, shall be as follows:

- (1) The southwest district shall be comprised of the following complete precincts:
4- 4, 4-5/6, 10-1/7, 10-3/5 and 11-1, 10-4, and 10-6.
- (2) The southeast district shall be comprised of the following complete precincts:
3-4, 3-6, 3-7/8, 3-9, 9-5, 9-6, 9-8/9, 10-2 and 12-1.
- (3) The northwest district shall be comprised of the following complete precincts:
4-3, 5-2, 5-3, 5-4, 6-1, 6-2, 7-1, 7-3, and 11-2/3.
- (4) The northeast district shall be comprised of the following complete precincts:
7-2, 7-4, 8-1, 8-2, 8-3, 9-1, 9-2, 9-4, and 9-7.
- (5) The central district shall be comprised of the following complete precincts:
1-1, 2-1, 2-2, 3-1, 3-2, 3-3, 3-5, 4-1, 4-2, 5-1, and 9-3.

(b) *Time of taking full effect.* The charter shall be in full effect for all purposes on and after January 1, 1995.

(c), (d) *Reserved.*

(e) *Initial expenses.* The initial expenses of the mayor and city council shall be paid by the city on vouchers signed by the mayor.

(f) *Salary of mayor and council members.* The mayor's salary having been established in the amount of \$75,000 by this provision in 1995, each other council member shall receive an annual salary in the amount of fifteen (15) percent of the mayor's salary. The mayor's salary shall automatically be adjusted annually for inflation or deflation with each other council persons salary thereafter adjusted to be equal to fifteen (15) percent of the mayor's new adjusted salary. No meeting fees shall be paid to the mayor nor city council members.

(Ref. of 5-7-96; 4-11-00, § H)

EXECUTIVE ORDER

Subject: Annual Salary Adjustment for the Mayor and Council Members

The annual salary and automatic adjustments for inflation and deflation of the Mayor and part-time Council Members are set forth in Sections 2.04 and 9.05(f) of the City Charter.

The Director of Human Resources shall determine the annual percentage increase to be equal to the percentage increase in the CPI-U for the year ending in the month of June preceding the first payroll period in January of each year.