



# City Council

## Agenda Item

**Subject:** Approval of the 2023 IAFF Collective Bargaining Agreement Addendum  
**Meeting:** City Council - Dec 18 2023  
**From:** Amanda Mack, City Manager

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### **BACKGROUND INFORMATION:**

Please see attached redline version of the contract for an illustration of the revisions upon which the IAFF and the City's negotiating team have reached agreement.

### Highlights:

- All IAFF employees are moving up one step on the wage matrix (approximately 2%), and a 5% COLA was applied to matrix. This will result in all employees receiving approximately a 7% increase in pay.
  - The City will match up to \$1500 per year for an employee's Supplemental Retirement fund to account for the fact that Firefighters do not contribute 6% of their wages to Social Security.
  - The full contract will be annually re-opened in 2024 for the purpose of negotiating wages and all contractual language.
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### **SUGGESTED MOTION:**

I move to approve the 2024 IAFF Collective Bargaining Agreement Addendum

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### **STAFF REFERENCE(S):**

Amanda Mack, Darci Nichols, Kristen Bobzien, Matt Roby

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### **ATTACHMENT(S):**

[IAFF 2022-2024 Contract - Final -Fully Executed](#)

[FIRE 2024 ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT](#)

[2024 Matrix](#)

**AGREEMENT BETWEEN**  
**CITY OF WATERTOWN, SOUTH DAKOTA AND**  
**LOCAL UNION 1724 OF THE**  
**INTERNATIONAL ASSOCIATION OF**  
**FIREFIGHTERS**

For the period of  
January 1, 2022 to December 31, 2024

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## **ARTICLE 1**

### **PREAMBLE:**

The City of Watertown, South Dakota, hereinafter referred to as the Employer, and Local Number 1724 of the International Association of Firefighters, hereinafter referred to as the Union, do hereby agree to promote and ensure harmonious relations, cooperation, and understanding between the Employer and the Union to establish rates of pay, hours of work, and conditions of employment and to these ends, the Employer agrees to provide considerate and courteous treatment of its employees and the employees directly through their representatives (the Union) to provide the Employer loyal and efficient service.

The parties recognize that the City has adopted a Civil Service Ordinance and that such ordinance together with civil service regulations and state law are binding on City (Employer). It is further understood that City (Employer) will not authorize changes in the civil service ordinance or regulations from the date hereof, which vary the terms of this Agreement.

The parties further recognize that the City is governed by state and federal law and that any state law or federal law is binding upon City and should any conflict arise between this Agreement and any federal or state law, such law will be controlling.

## **ARTICLE 2**

### **RECOGNITION:**

#### **Section 2.01 Recognition**

The City hereby recognizes the Union as the sole collective bargaining representative, pursuant to SDCL 3-18-3 and SDCL 3-18-5, for all of the employees employed by the City in the following described unit:

All full-time Fire Rescue Department employees, excluding the Chief, Assistant Chief, Battalion Chiefs, Fire Marshal/Fire Prevention Officer, and Office and Clerical workers.

#### **Section 2.02 Exclusive Representation**

The Employer agrees not to enter into any other agreement with the employees who came under this Agreement, either individually or collectively, which conflicts with any portion of this Agreement.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS:**

#### **Section 3.01 Management Rights Statement**

Except to the extent expressly modified by a specific provision of this Agreement, the City of Watertown reserves and retains all of its statutory and common law rights to manage the operation

of the Fire Rescue Department of the City of Watertown, South Dakota, as such rights existed prior to the execution of this Agreement with the Union.

**Section 3.02 Management Rights**

It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

- 1) Manage the city;
- 2) Schedule working hours;
- 3) Establish, modify or change work schedules or standards;
- 4) Institute changes in procedures;
- 5) Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline or discharge for just cause, any employee;
- 6) Determine the location of any facilities, buildings, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions, or subdivisions thereof;
- 7) Determine services to be rendered;
- 8) Determine the layout of buildings and equipment and materials to be used therein;
- 9) Determine processes, techniques, methods, and means of performing work;
- 10) Determine the size, character and use of inventories;
- 11) Determine financial policy including accounting procedure;
- 12) Determine the administrative organization of the system;
- 13) Determine selection, promotion, or transfer of employees;
- 14) Determine the size and characteristics of the work force;
- 15) Determine the allocation and assignment of work to employees;
- 16) Determine the policy affecting the selection of new employees;
- 17) Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required;
- 18) Determine administration of discipline;
- 19) Determine control and use of City property, materials, and equipment;
- 20) Schedule work periods and determine the number of duration of work periods;
- 21) Establish, modify, eliminate or enforce rules and regulations including SOP's SOG's and MOU's and communicate any such actions in a timely manner to all covered employees;
- 22) Determine the kinds and numbers of personnel necessary;
- 23) Determine the methods and means by which such operations are to be conducted;
- 24) Require employees, where necessary, to take in-service training courses during working hours;
- 25) Determine duties to be included in any job classification;
- 26) Determine the necessity of overtime and the amount of overtime required;
- 27) Take any necessary action to carry out the mission of the City in cases of an emergency
- 28) Prescribe a uniform dress to be worn by designated employees.

The exercises of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of policies, reasonable rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and

express terms of this contract, and then only to the extent such specific and express terms are in conformance with law.

**Section 3.03 Subject to Other Laws**

The exercise of the foregoing management rights shall be subject to all applicable federal, state and local laws or regulations. If there is any conflict, the applicable law or regulation shall govern.

**Section 3.04 Non-Abuse of Management Rights**

The exercise of management rights shall not be used for the purpose of undermining the Union or discriminating against any employee.

**ARTICLE 4**

**COMMITTEE FOR UNION-MANAGEMENT COOPERATION:**

**Section 4.01 Labor Management Committee**

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

**Section 4.02 LMC Limitations**

When the need arises, if requested by either party, meetings will be held during the term of this Agreement of the committee formed as a part of the article. It is understood that such meetings will be held for the purpose of appraising and discussing the problems, if any, which may arise concerning administration, interpretation or application of the Agreement or other matters which either party believes will contribute to improvement of the relations between them within the framework of this Agreement. It is understood that such meetings shall not be for the purpose of handling grievances or conducting grievances or conducting collective bargaining negotiations nor for any purpose which in any way will modify, add to or detract from the provisions of this Agreement. In agreeing to such meetings, the parties are providing concrete evidence of their sincere desire to encourage friendly, cooperative relationships between their respective representatives at all levels and with and between all employees covered by this Agreement and to find ways to overcome difficulties, influences or attitudes which interfere with such relationships. To facilitate the process, an agenda of items will be given by the party requesting the meeting two days prior to the meeting. Additional topics may be added as they develop.

**Section 4.03 Scope of LMC**

Wherever in the Agreement reference is made to matters to be referred to a committee for resolution, this committee will take such matters into its consideration and may enter into Memorandums of Understanding that reduce to writing any changes or clarifications to the express language of this Agreement after its execution.

**Section 4.04 Equipment Concerns**

The committee or any employee may call to the attention of the Fire Chief the fact that certain equipment may be dangerous to use and the Fire Chief shall have effective authority to remedy the situation by withdrawal of the equipment from use or arranging for its immediate repair.

**Section 4.05 LMC Participation**

The committee shall be composed of two (2) members designated by the Union and two (2) members designated by the Employer. Both parties shall have the right to replace any of its members during the term of this Agreement and agree to inform the other of the names of its members. All recommendations with respect to safety shall be adopted by a majority of the committee. If the committee is unable to reach a majority decision on any question of safety, the question shall be referred to the person or persons selected by a majority of the committee to decide the issue.

**Section 4.06 Minutes Required**

Minutes shall be kept of all meetings by a member of the Union and shall be distributed to the Employer and the Union members.

**ARTICLE 5**

**WORK RULES:**

**Section 5.01 Communication of New Work Rules**

Whenever the City shall adopt work rules governing Fire Rescue Department operations, they shall be posted and assigned through an electronic training software program (e.g., TargetSolutions). Employees will be required to electronically acknowledge that they are aware of such rules.

**Section 5.02 Application of Rules**

Any such rule adopted by the City shall be applied uniformly and without discrimination. The failure to adopt work rules shall not be regarded as authorizing employees to disregard general conditions of employment such as faithful performance of duties, timely observance of posted schedules of work and following legitimate directions of supervisors with respect to the work to be performed.

**Section 5.03 Work Rule Dispute Resolution**

Any dispute over the reasonableness of work rules shall be first submitted to the committee of union-management relations created under Article 4 and if not resolved, the dispute may be processed through the grievance procedure described in Article 9.

## **ARTICLE 6**

### **NONDISCRIMINATION:**

#### **Section 6.01 Discrimination Prohibited**

There shall be no discrimination against employees or applicants for employment, or advancement on account of race, creed, color, national origin, ancestry per SDCL 20 13 10, sexual orientation/gender identity, disability, protected veteran status per Uniformed Services Employment and Reemployment Rights Act, genetic information, sex, age, pregnancy, marital status, religion, or any political or union affiliation or to coerce any employee or their organization in any way.

## **ARTICLE 7**

### **CONDUCT OF UNION AFFAIRS:**

#### **Section 7.01 Visitation**

Representatives of the International Association of Firefighters Union shall be free to visit the Fire Rescue Department at all reasonable hours and shall be permitted to carry on their duties, provided that they shall first notify the Fire Chief and there shall be no interference with the conduct of the operations in the department.

#### **Section 7.02 Union Membership**

The City will not interfere with the rights of its employees to become members of the Union.

#### **Section 7.03 Activities of Stewards**

The City recognizes the right of the Union to designate one (1) steward for each shift and one (1) alternate steward to replace any regular steward unable to perform their duties. The authority of union stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

The investigation and presentation of grievances with the employer or the designated employer representative in accordance with the provisions of this Agreement.

The transmission of such message and information which shall originate with, and are authorized by the Union, provided such message or information has been reduced to writing or is of a routine nature.

#### **Section 7.04 Union Time**

The stewards shall be permitted a reasonable time, not exceeding one hour per week, to conduct necessary union business during regular working hours without loss of pay, providing it does not interfere with efficient operation of the department, and providing that the stewards' supervisor(s) is advised in advance of the absence. Such time spent on necessary union business during duty hours shall be used in computing weekly overtime. The one hour limit does not apply to contract negotiations.

**Section 7.05 Notice to Management**

Authorized agents of the Union, after having notified the Fire Chief, shall have reasonable access to the City's buildings and premises and be permitted to visit and converse with employees during regular on-duty hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided, however, that there is no significant effect on the City's responsibilities toward the general public.

**Section 7.06 Bulletin Boards**

The City will provide adequate space on its bulletin board which may be used by the Union for the purpose of posting notices relating to the Union and such notices shall be restricted to: (1) changes in rules and regulations of the Union; (2) changes in personnel of committees and officers of the Union; and (3) notice of time and place of regular and special Union meetings and its social functions and entertainment sponsored by the Union or its international. All notices to be posted on the bulletin board shall bear the signature of the designated representative of the Union, and any other notices that may be agreed upon by the Union and the City.

**ARTICLE 8**

**DISCIPLINE AND DISCHARGE:**

**Section 8.01 Just Cause**

All disciplinary measures shall be consistent with civil service ordinance. The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of a complaint against employee to the employee in writing and a copy of the same to the Union.

The warning notice as herein provided shall be given to the employee with a copy to the Union within ten (10) days of said complaint or within ten (10) days of knowledge of said complaint and shall not remain in effect for a period of more than one (1) year from the date of said warning notice. If the employee is unavailable or otherwise cannot be personally provided the warning notice within ten (10) days as prescribed herein, providing a copy to the Union Representative, within ten (10) days, on behalf of the employee, will suffice.

No warning notice need be given to an employee before being discharged or suspended if the cause of such discharge or suspension is:

- a) Dishonesty;
- b) Drinking, or being under the influence, of alcoholic beverage while on City paid time;
- c) Use, or being under the influence, of cannabis while on City paid time;
- d) Conviction of sale, possession or use of Schedule I or II substances (See SDCL 34-20B-11 to 17 without proper prescription;
- e) Recklessness resulting in serious accident while on duty. Such recklessness must be gross.

It is understood that there are other offenses of extreme seriousness for which an employee will be discharged or suspended without a warning letter. Discharge or suspension must be by proper written notice to the employee and the local Union and the Civil Service Board. Any employee may request an investigation of their discharge or suspension as provided in this Agreement.

**Section 8.02 Employee Reinstatement; Grievance; Private Reprimand**

Any employee who is disciplined, suspended or discharged and is found to have been unjustly dealt with shall be reinstated with no loss of time, or pay and with no reference to the matter to be written in their personnel file.

Any disciplinary action or measure imposed on an employee may be processed as a grievance through the regular grievance procedure, as set forth in Article 9. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

**Section 8.03 Performance Improvement Requirements**

Before an employee may be disciplined for unsatisfactory work performance, which act is not specifically related to life safety or the health and safety of other employees or the general public, a notice in writing to the employee must be given outlining the areas of work performance that must be improved. The employee will then have a minimum of three (3) calendar weeks to improve the performance before further action is taken. A training officer may be assigned to provide assistance to an employee for the purpose of making any improvement, and if assistance is provided, it will be documented by the training officer. If after three (3) calendar weeks the employee's work performance has not improved, the Employer may require additional training, or take additional action.

**ARTICLE 9**

**GRIEVANCE AND ARBITRATION PROCEDURE:**

**Section 9.01 Grievance Defined**

Grievance means a complaint by an employee or group of employees concerning the interpretation or application of the provisions of this agreement or of rules or regulations governing personnel practices or conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and the immediate supervisor. The employee may request that the formal representative be present. No person shall be discriminated against because of the filing or involvement in a grievance.

**Section 9.02 Commencement of Grievances**

Individual employees or groups of employees shall have the right to present grievances in person or through the formal representative, provided that any settlement reached is not inconsistent with the provisions of this agreement, the formal representative is given an opportunity to be present at such adjustments, and the grievance has been properly filed and adjusted according to the established procedure set forth in this article.

**Section 9.03 Time Limitations**

Failure by an employee to comply with any time limitation shall constitute a withdrawal of the grievance. Failure of the City to comply with any time limitation shall constitute a settlement of the grievance in accordance with the requested remedy. It is agreed that all times may be extended by agreement of all parties.

**Section 9.04 Union Representation**

Both parties agree to encourage an employee to discuss a complaint with the Assistant Chief. Employee may request that the formal representative be present.

**Section 9.05 STEP 1 (Dept Head):**

Within ten (10) days after the employee had knowledge of its occurrence or should have had knowledge of its occurrence, the employee and/or representative shall submit to the Department Head or designee a written grievance, which shall be labeled as Step 1. The Fire Chief or designee shall meet with the employee and/or representative, and within ten (10) days of the receipt of the grievance submit a written answer labeled as Step 1 response. A copy shall be provided to Human Resources.

**Section 9.06 STEP 2 (City Manager):**

If the employee disagrees with the Step 1 decision of the Fire Chief, the employee shall file within fourteen (14) days of the notice date of the Step 1 decision, a written grievance to the City Manager, which shall be labeled as Step 2. Within fourteen (14) days of the receipt of the grievance, the City Manager or designee will meet with the employee, who may be accompanied by a representative, to discuss the grievance. Within fourteen (14) days of this meeting a written decision labeled as Step 2 response, will be submitted to the employee by the City Manager. A copy shall be provided to Human Resources.

**Section 9.07 STEP 3 (Civil Service Board):**

If the grievance has not been satisfactorily adjusted at Step 2, it shall be presented in writing by the employee or representative to the Civil Service Board with a copy to Human Resources within seven days after the City Manager's Step 2 response which shall be labeled as Step 3. The Civil Service Board shall attempt to adjust the matter and shall respond in writing within seven (7) days to the Union steward and Union representative, setting a hearing date if necessary.

**Section 9.08 Appeal Process**

If the employee disagrees with this decision, the employee and/or representative may, within thirty (30) days after receipt of the Step 3 decision, initiate an appeal to the Department of Labor, who shall conduct an investigation and hearing and shall issue an order covering the points listed, and shall order it to be binding on the employee and the City in accordance with provisions of SDCL 3-18-15.2, subject to either party's right of appeal pursuant to SDCL 1-26. The employee and their representative retain the right, after review by the Civil Service Board and the Department of Labor, to appeal to the Circuit Court of Codrington County.

**Section 9.09 Initiation at Step 2**

Grievances raised by a group of employees by the formal representative or the City which are of general concern regarding application or interpretation of this agreement, shall be initiated at Step

2 of the grievance procedure. This shall not be used to resurrect an individual grievance.

**Section 9.10 Timelines Defined**

All references to days in this Article shall be construed to mean calendar days.

**ARTICLE 10**

**SENIORITY:**

**Section 10.01 Application of Seniority**

Both parties are in accord that, along with other considerations, seniority should be a factor in filling vacancies, in promotions, demotions, layoffs, and recalls. All actions taken in these areas shall be taken with due consideration to ability, fitness, experience, qualifications, past performance and relative seniority. If all other considerations are relatively equal, seniority should prevail. The City shall be the judge of the controlling considerations but shall not act arbitrarily or capriciously in its decision. If seniority is bypassed, the employee shall be furnished with written reasons therefore if requested and such affected employee may process a complaint through the grievance procedures under this Agreement.

**Section 10.02 Seniority Defined**

Seniority means the length of continuous service with the Fire Rescue Department beginning with the latest date of hire with the City in the Fire Rescue Department.

**Section 10.03 Seniority While on Probation**

Any new entry level personnel as well as existing employees who begin working in a new position title following a staffing process, shall be considered a probationary employee for a period of one year.

During the probationary period employees shall have no seniority status, and may be laid off or terminated at the sole discretion of the City without regard to their relative length of service. When an employee completes this probationary period as defined above, seniority shall date back to the date of hire.

**Section 10.04 Seniority List**

The City will furnish a list of the employees within the bargaining unit, showing the names of all employees and their seniority ranking. Such list shall be revised and posted at least annually during the term of this Agreement or any extension thereof. Protests of errors in or omissions from seniority rosters must be made to the City within sixty (60) days from the date of the first furnishing of the list or the list and all subsequent lists will be deemed correct for all purposes, unless incorrectly computed from the first list furnished.

**Section 10.05 Loss of Seniority**

Seniority and the employment relationship shall terminate when an employee:

- a) Quits

- b) Is discharged for just cause
- c) Retires
- d) Is absent for three (3) successive working days without notifying the City, unless evidence is presented to the satisfaction of the City that extenuating circumstances existed, and the City shall determine that a lesser discipline is appropriate
- e) Fails to report at the end of a leave of absence including Union service and military service, or educational leave
- f) Fails to report for work following a lay off after being notified to return, unless such time is extended in writing by the City. The City shall notify in writing those employees who are to return to work after a lay off by mailing such notice by certified mail, return receipt requested, to the last address furnished the City by the employee, or in writing, personally delivered. Any employee thus notified must, within ten (10) days after the receipt of such notification; advise the City whether they intend to return to work. Such notice shall be sent not more than ninety (90) days prior to the recall date. The periods mentioned previously in this paragraph shall commence on the date of mailing or date personally served. Each employee shall keep a current address on file with the City
- g) Is laid off for a continuous period of twenty-four (24) months, unless such time is extended in writing by the City and requested by the employee
- h) Is absent for one (1) year because of a non-occupational illness or injury, unless such time is extended in writing by the City and requested by the employee, or unless the member is granted a personal leave under Article 18
- i) Is absent for thirty-six (36) months because of an occupational illness or injury, unless such time is extended in writing by the City and requested by the employee

## **ARTICLE 11**

### **WORKFORCE:**

#### **Section 11.01 Temporary Assignments**

The Employer shall have the right to temporarily assign employees within the bargaining unit, irrespective of seniority status, from one job classification to another to cover for employees who are absent from work due to illness, accident, vacation or leave of absence for a period not to exceed thirty (30) regular scheduled working days. The Employer shall also have the right to temporarily assign employees within the bargaining unit, irrespective of seniority status, to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise for a period of not to exceed thirty (30) regular scheduled working days. It is understood and agreed that any employee with the unit temporarily assigned in accordance with the provisions of this section shall not acquire any permanent title or right to the job to which they are temporarily assigned, but shall retain seniority in the permanent classification from which they were assigned.

A temporary transfer which exceeds thirty (30) days in duration shall be offered in accordance with Section 10.01.

When the transfer is to a position of any equal or lower pay grade, the employee shall receive their regular rate of pay.

All new positions, temporary assignments exceeding thirty (30) days, and regular positions within the sworn personnel classifications shall be offered to the employees in the sworn personnel classifications by posting notice for a minimum of five (5) consecutive days. Employees who desire the position shall sign the notice. Awarding of the position or assignment shall be consistent with Section 1.

Employees on paid leaves of absence shall be considered in awarding the assignment, and available employees on authorized unpaid leave shall be considered if they so notify the Chief.

**Section 11.02 Vacancies and New Positions**

The City shall post on the Union bulletin board all vacancies and new positions within the City.

Vacancies or new positions that occur within the Fire Rescue Department other than entry level Firefighter/EMTs, shall be posted, and any eligible Firefighter/EMT applying for said vacancy or opening shall be given consideration for the position. The employee shall be advised of the reasons for not being selected for the position upon the employee's request.

The position of entry level Firefighter/EMTs shall be posted and open to all applicants on an equal basis.

**Section 11.03 Veteran's Preference**

The provisions of this article and Agreement are subject to the provisions of SDCL Chapter 3-3 relating to veterans' preference in employment.

**Section 11.04 Eligibility for Application to Promote**

Current employees who have completed a minimum of five (5) years of experience as a Firefighter/EMT or Firefighter/Paramedic shall be eligible to apply for promotional openings to the rank of Fire Lieutenant within the Fire Rescue Department. Applicants must have a paramedic certification. All candidates will be required to take a competitive examination. The top ten (10) scorers on the examination will be eligible to continue with the interview process.

**Section 11.05 Certifications and Promotions**

The parties to this Agreement acknowledge that the nature of the work performed by the covered employees require a certain defined level of competence and skill and training. Accordingly, the management staff within the Watertown Fire Rescue Department will continue to maintain its educational and testing protocol for all ranks within the Department to ensure its personnel maintain their levels of proficiency and professionalism as well as ensuring employees seeking promotion meet or exceed any requirements established for promotion within the department.

**Section 11.06 Layoffs Based on Inverse Seniority**

A layoff is the separation of any employee from the department for lack of work or lack of funds or for reasons other than the acts of delinquencies of the employee. Layoffs, if required, shall be according to reverse seniority, with the least senior employee in the job classification grade laid off first. If an employee has been promoted and layoffs shall occur in all grade classifications, a promoted employee will have the opportunity to return to the job classification held prior to

promotion.

Employees being laid off shall be given written notice, when circumstances permit, fourteen (14) calendar days in advance of such layoffs. The Union shall also be given written notice, when circumstances permit, of all layoffs in the bargaining unit fourteen (14) days in advance of such layoffs.

Employees will be recalled to work as vacancies arise in the inverse order of their layoff.

## **ARTICLE 12**

### **HOURS OF WORK AND OVERTIME:**

#### **Section 12.01 No Guarantee of Hours**

This article is intended to set forth normal practices to be engaged in by the City. It does not constitute a guarantee of hours per day or days per week, but the City does intend to, where practical in light of circumstances, employ its personnel on a regular basis provided the employee is able to perform the work to which they are assigned. It is expressly understood, however, that whenever the City, in its sole discretion, determines a reduction of the work force is necessary, it may do so.

#### **Section 12.02 Work Periods**

Hours of work shall be determined by the Fire Chief. At the present time the schedule and hours of work are 24 hours "on duty" and 48 hours "off duty" subject to time off as directed by the City at the end of a 27 day period. The parties agree and understand that under the Fair Labor Standards Act that the work shifts of Firefighters have been divided into 27 day periods for the purpose of the Fair Labor Standards Act and that currently at the end of each 27 day period, each Firefighter is sent home for 12 hours. The parties agree that the actual mechanics are to be worked out between IAFF Local 1724 and the Fire Chief, and further agree that if the requirements of the Fair Labor Standards Act change or are held to be not applicable to municipalities or to fire departments, then this paragraph shall be of no force and effect. With the exception of the 14-day 80 hour work period established for the Firefighter/Paramedic EMS Assignment, the City agrees to maintain a 27 day, 204-hour work schedule for employees assigned to a shift schedule only for the term of this Agreement or until modifications are required by applicable state or federal wage and hour statutes.

If it becomes necessary for the City to modify the 27 day, 204 hour scheduling approach for any reason prior to the expiration of this Agreement, the City or the Union may reopen the contract for the purpose of renegotiating modification of the work schedule. The City agrees that any additional work schedules will conform to the regulations and requirements regarding hours of work, wages, overtime, and other provisions of the Federal Fair Labor Standards Act (FLSA) and all other federal or state statutes that may be applicable.

#### **Section 12.03 Hours of Work and Training**

It is agreed that all employees shall maintain certification and training as required by the Chief. It

is further agreed that the City shall make available the means for any such training; except such paramedic training described in §20.05. It is further agreed that no firefighter shall be required to return from vacation, Garcia Day, sick leave or other approved leave to attend any training. Scheduled training that occurs outside the corporate limits of the City of Watertown and not on the employee's duty day shall be counted as regular hours worked unless the training causes the employee to go over 204 hours in a 27-day work period.

#### **Section 12.04 Posted Work Schedule**

Work schedules showing the employee's shifts, work days and training hours shall be posted on bulletin boards in the respective departments at least seven (7) days in advance. Posted work schedules shall not be changed without consultation between the Employer and the employees affected unless an emergency is declared by the Department Head or Shift Supervisor. Any changes in the work schedule shall be subject to the grievance procedure. If an employee is not notified and reports for work and their shift is changed, the employee shall receive a minimum of two (2) hours work or pay, which shall be counted as regular hours worked for purposes of computing overtime. A completed telephone call to the employee shall be construed as proper notification. Voicemail is not considered a completed call.

#### **Section 12.05 Availability outside of Shift**

Except in cases of illness or other causes satisfactory to the City,

- a) No employee should refuse to work on regular days off;
- b) No employee shall have the right to leave their duties until being relieved or released by the immediate supervisor;
- c) No employee should refuse to come to work earlier than the regular starting time.

Employees of the same rank or job classification may trade time in their work schedules with consent of the supervisor

#### **Section 12.06 Hours Worked outside of Shift**

Employees covered by this Agreement shall be paid at the rate of one and one-half (1½) times for all authorized hours worked in excess of 204 hours in a 27 day work cycle if assigned to a 27 day work schedule. Vacation leave, compensatory time taken off, and Garcia Days shall not be considered in determining the number of hours worked in any 27 day work cycle; but shall be counted as hours worked for the purposes of determining eligibility for a Garcia Day. Sick leave shall be considered hours worked for both calculating overtime and for Garcia Day eligibility. Continuity after shifts and need for a particular skill are specifically recognized as considerations for offering overtime.

#### **Section 12.07 Compensatory Time Earned**

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 designee. Compensatory time will be received at one and one-half (1½) hours per hour for, but not limited to, the following:

- a) Any approved education or training that an employee must do while not on their duty day

- b) Travel time to and from an educational facility outside Watertown for the purpose of approved education or training
- c) On days when City Hall is closed by official action, other than holidays, all employees whose normal duty day occurs during such closure shall receive up to a maximum of 8 hours compensatory time on an hour-for-hour basis identical to the total number of hours City Hall was closed
- d) Compensatory time may be accumulated to a maximum of 480 hours for Firefighter/EMTs, Firefighter/Paramedics, and Fire Lieutenants; compensatory time may be accumulated to a maximum of 240 hours for the Firefighter/Paramedic EMS Assignment. It is agreed that compensatory time is earned time and upon the employee's discharge, resignation, or retirement, compensatory time shall be paid out at the employee's current wage rate
- e) The use of compensatory time for time off shall be regulated the same as vacation time

**Section 12.08 Special Overtime Considerations**

Any employee who is required to work outside of their regular shift or schedule shall receive overtime for all such hours and be guaranteed at least two (2) hours pay at the rate of one and one-half (1½) their regular rate of pay regardless of the amount of time needed and the employee may leave if the work is completed in less than two hours. If the employee returns to work again to complete additional work during the original two-hour period, the employee is not entitled to a new two-hour minimum guarantee. The two-hour minimum shall not apply, however, to employees who are called in to begin work prior to the start of their shift and work continuously into their shift; or required to stay on at the end of their shift; provided the employee is permitted to work their regular scheduled shift for that day.

**ARTICLE 13**

**TRAVEL EXPENSES:**

**Section 13.01 Meal Reimbursement**

All travel and subsistence expenses where authorized whether in-state or out-of-state shall be governed by City travel regulations, however, for ambulance trips out-of-town, all necessary meals shall be reimbursed in accordance with the fee schedule for in-state or out-of-state trips as applicable. For ambulance trips out of town, that last longer than three (3) hours, employee meals shall be reimbursed, upon presentation of receipt, in an amount not greater than that amount allowed by the City's personnel policy. No mileage, travel or subsistence expense shall be allowed unless authorized by the Chief or designee. Reimbursement requests will be denied unless they are submitted within 14 days of the date the reimbursable expense is incurred.

**Section 13.02 Training and Travel Expenses**

The City will be responsible for all necessary training of new and existing employees and will pay any travel and subsistence required for any training required outside of the City limits. All travel and subsistence shall be in accordance with existing travel regulations of the City.

## **ARTICLE 14**

### **WORKING CONDITIONS, UNIFORMS, GROOMING AND FIRE EQUIPMENT:**

#### **Section 14.01 Reimbursement**

The City shall reimburse the employee for glasses, contacts or watches (including bands) broken damaged, or lost while responding in a Fire Rescue Department vehicle, or engaged in normal Fire Rescue Department duties. The maximum value of watches shall be \$50.00 or replacement value, whichever is less. The maximum reimbursement value for glasses shall be \$500.00 or replacement value, whichever is less. Any loss must be reported to the supervisor prior to the termination of the employee's current shift. The City's reimbursement will be by voucher approved by the Fire Chief.

#### **Section 14.02 Equipment and Uniform Requirements**

The Employer shall furnish, at no expense to the employees, fire equipment and personal safety equipment which it requires employees to use in connection with their official duties. It is agreed that employees shall wear black shoes or boots while on duty unless an exception is granted by the Chief. Such footwear shall be purchased by the employee. The City will ensure that two (2) sets of usable bunker gear are available to each employee. The City will purchase and maintain particulate flash hoods for each firefighter.

#### **Section 14.03 Furnished Items Property of City**

All items furnished shall remain the property of the City, and shall be used only in connection with duties required by the City or with the approval of the Chief. The employee shall return the issued article to the City before a replacement will be made. Maintenance and cleaning of all equipment shall be the responsibility of the employee. Repairs due to normal use or accidents not due to negligence shall be the responsibility of the City. No alterations of safety equipment shall be done by employees without the consent of the Chief or designee.

#### **Section 14.04 Not Subject to Grievance**

The sufficiency of such furnishings of the City shall not be a subject to the grievance procedures but shall be the subject of discussions in the labor management committee.

#### **Section 14.05 Replacement of Furnished Items**

In cases of gross negligence or improper use and care on the part of the employees, employees shall replace lost or damaged items at their own expense.

#### **Section 14.06 City Property upon Termination**

All issued items shall be returned to the City upon termination of employment prior to settlement of wages or other payments due.

#### **Section 14.07 Uniform Standards**

Any new uniforms purchased shall meet National Fire Protection Agency (NFPA) codes unless mutually agreed upon by both the Union and Fire Rescue Department.

**Section 14.08 Proper Safety/Select Jewelry Prohibited**

Employees, while on duty, shall not wear earrings, nose rings, or facial jewelry of any sort.

**Section 14.09 Personal Grooming Requirements**

While on duty, hair length shall be no more than one inch (1") below the top of the ear and not more than one inch (1") below the collar line of a uniform, as per S.O.G. for grooming standards effective on 3-20-2009.

**Section 14.10 Cell Phone Allowance**

Subject to the discretion of the Fire Chief, certain employees may be eligible to receive a cell phone stipend of Forty Dollars (\$40.00) per month, subject to applicable taxes and withholdings, and paid through normal payroll practices. In determining which employees are eligible to receive the stipend, the Fire Chief shall consider whether an employee’s use of their personal cell phone is required or unavoidable in order to efficiently and effectively perform their work function.

**ARTICLE 15**

**VACATIONS:**

**Section 15.01 Vacation Use/Accrual Schedule**

No vacation may be taken without prior approval of the Chief or designee. Vacation leave for *Firefighter/EMTs, Firefighter/Paramedics, and Fire Lieutenants* shall accrue in accordance with the following schedule:

Year 1 through Year 6	120 hours (10 hours/month)
Year 7 through Year 13	192 hours (16 hours/month)
Year 14 through Year 19	240 hours (20 hours/month)
Year 20 and beyond	288 hours (24 hours/month)

No employee may use accrued vacation within the first ninety (90) days of employment.

Vacation leave for the *Firefighter/Paramedic EMS Assignment* shall accrue in accordance with the following schedule:

Year 1 through Year 6	Eighty (80) hours
Year 7 through Year 13	One hundred twenty (120) hours
Year 14 through Year 19	One hundred sixty (160) hours
Year 20 and beyond	Two hundred (200) hours

No employee may use accrued vacation within the first ninety (90) days of employment.

**Section 15.01a. Vacations-January 1 to March 31**

Selection of vacations is to start on January 1 for the timeframe of April 1 of the current year to March 31 of the following year (e.g. 4/1/2021 – 3/31/2022).

**Section 15.01b First Choice of Vacation**

First choice of vacations is to be selected by seniority, with a maximum of six (6) consecutive working days. If more vacation days are needed, it must be approved by the Chief or designee. The first round of selections will begin on each shift's first scheduled shift of January. Each employee will have up to 72 hours to make their selection from when they are notified that the previous employee has selected. If the employee does not make a selection in the 72 hour allotment, the next person will be allowed to make their selection and continuing on. If the employee does not make their selection by the end of the first round, they forfeit that selection. The first round ends when the original last employee makes their selection.

**Section 15.01c Second Choice of Vacation**

Second choice is to be selected after all members have taken a first choice or passed. Second choice is also selected by seniority, with a maximum of six (6) consecutive days. The second round of selections will begin as soon as the first round is complete. Each employee will have up to 72 hours to make their selection from when they are notified that the previous employee has selected. If the employee does not make a selection in the 72 hour allotment, the next person will be allowed to make their selection and continuing on. If the employee does not make their selection by the end of the second round, they forfeit that selection. The second round ends when the original last employee makes their selection. Vacation selected after the second round is a first come first serve, without regard to seniority.

**Section 15.01d Vacation upon Shift Transfer**

If, during the term of this Agreement an employee makes a vacation choice, and is subsequently transferred to a different shift for justifiable cause, e.g., promotion, retirement, seniority, etc., the transferred employee may elect to keep their vacation selection within that new shift rotation. For example, an employee on Shift B has selected a vacation on Monday and Thursday and is subsequently transferred to Shift A. Having already made a vacation selection, that employee would be eligible to take vacation on Sunday and Wednesday, i.e., Shift A. during that same week in which the original vacation selection had been made.

**Section 15.02 Vacation Available for Use**

Employee vacation hours shall be credited to the employee's vacation account as they are accrued on a monthly basis. The monthly accrual amount earned cannot be taken in advance of being earned. Vacation accrues on the 15th day of each month and new monthly accruals can only be used after the 15<sup>th</sup> of each month.

**Section 15.03 Vacation Carryover**

Firefighter/EMTs, Firefighter/Paramedics, and Fire Lieutenants shall not be allowed to carry over to the following year more than 312 hours of vacation. Firefighter/EMTs, Firefighter/Paramedics, and Fire Lieutenants may use all accrued vacation but at retirement only 312 hours may be paid in a lump sum (cashed out). The Firefighter/Paramedic EMS Assignment shall not be allowed to carry over to the following year more than two hundred (200) hours of vacation. The Firefighter/Paramedic EMS Assignment may use all accrued vacation but at retirement only 200 hours may be paid in a lump sum (cashed out).

**Section 15.04 Minimum Vacation Increment Allowed**

Vacation may be taken in 15 minute increments.

**Section 15.05 Scheduled Vacation and Overtime Option**

When a situation arises that would call for the use of overtime personnel, an employee who has vacation or compensatory time scheduled at least 2 hours in advance of leave time requested, will be given the option of staying and earning overtime pay or taking the scheduled time off. If the employee elects to stay, there will be no loss of vacation or compensatory time. In the event the employee has not given 2 hour notification and a situation arises where the additional personnel is needed, if the individual has already reported to work, they will not be allowed to leave nor be eligible for overtime pay.

**ARTICLE 16**

**HOLIDAYS:**

**Section 16.01 Paid Holidays**

The following days shall be recognized and observed as paid holidays in accordance with the day observed by state law:

New Year's Day	Independence Day
Martin Luther King Jr. Day	Labor Day
Native American Day	Veteran's Day
Memorial Day (Monday)	Thanksgiving Day
Christmas Day	President's Day
Christmas Eve	Juneteenth
Day After Thanksgiving	

Any employee who, as part of their regular work schedule works on Easter, shall receive straight time pay for all hours actually worked, up to a maximum of eight (8) hours.

**Section 16.02 Conditions for Holiday Pay**

The paid holidays identified in Section 16.01 shall be paid only under the following conditions:

- a) The employee must have worked those hours required by the Employer on their last scheduled work day prior to the holiday, and must also have worked on their first scheduled work day after any holiday unless on paid leave or excused from work for some justifiable cause;
- b) If any employee is scheduled or is requested to work on any holiday and does not work, they shall not be entitled to receive holiday pay, unless on vacation, sick leave or unless excused from work for some justifiable cause.

**Section 16.03 Holiday Pay**

Holidays, as defined in Section 16.01 shall be paid as follows:

- a) If the employee has complied with those requirements identified in Section 16.02, they shall be compensated for an additional eight (8) hours of straight time pay; and
- b) If an employee's regularly scheduled work day falls on a holiday as defined in Section 16.01, they shall receive the following pay: regular salary for their twenty-four (24) hour shift plus the additional eight (8) hours of straight time pay provided for in 16.03(a) above and, in the event they are on duty between the hours of 12:00a.m. and 11:59 p.m., straight time pay for all hours actually worked, up to a maximum of eight (8) hours;
- c) If an employee is not regularly scheduled to work on any holiday as defined in Section 16.01, and performs work on a holiday, they shall receive the overtime (1 ½) rate of pay for all such work performed and will also receive eight (8) hours of holiday pay;
- d) Pay for holidays shall be included in the employees payroll check, based on the month the timesheet indicating payment is due, is presented to payroll.

**Section 16.04 Holidays-Probationary Employees**

Probationary employees are entitled to holiday pay provided they worked those hours required by the Employer on their last scheduled work day prior to the holiday, and must also have worked on their first scheduled work day after any holiday unless on paid leave or excused from work for some justifiable cause.

If a probationary employee is scheduled or is requested to work on any holiday and does not work, they shall not be entitled to receive holiday pay, unless on vacation, sick leave or unless excused from work for some justifiable cause.

**ARTICLE 17**

**SICK LEAVE:**

**Section 17.01 Purpose of Sick Leave**

All regular full time employees will be allowed sick leave with regular pay. Each of the parties recognize that sick leave is designed to provide some measure of protection to an employee who is unable to perform their duties by reason of actual permissible usage of sick leave. Each of the parties realize that abuse of sick leave hinders the employee's production and Employer's ability to fully staff the service and, therefore, abuses of sick leave will be the basis for disciplinary action.

**Section 17.02 Sick Leave Accrual Rates**

Sick leave for Firefighter/EMTs, Firefighter/Paramedics, and Fire Lieutenants shall be accrued at the rate of twelve (12) hours per month but not to exceed 144 hours per year. Sick leave for the Firefighter/Paramedics EMS Assignment shall be accrued at the rate of eight (8) hours per month but not to exceed ninety six (96) hours per year. An employee's sick leave account shall be credited with the accrued sick leave on the 15th of each month; such newly accrued monthly sick leave can only be used after the 15th of the month. Sick leave balances may be carried over from year to year and are not limited as to the amount. The sick leave account of a new Firefighter/EMT or a new Firefighter/Paramedic will receive a one-time credit of twenty-four (24) hours in their first month of employment, in addition to the twelve (12) hours accrued per month.

### **Section 17.03 Sick Leave Use Prohibited**

Sick benefits may not be paid for the following:

- a) Self-inflicted disabilities caused by use of drugs;
- b) Intoxication;
- c) Willful misconduct or self-induced disability; or
- d) Commission of any crime.

### **Section 17.04 Notification Required**

In the event of sickness, an employee must notify their supervisor as far in advance as possible in accordance with the policy of the Chief unless there is an emergency. An employee may be required to submit a physician's statement to support an absence or other acceptable evidence or suffer loss of sick leave pay for time absent.

### **Section 17.05 Permissible Uses of Sick Leave**

Sick leave may be used to the extent of the accrued and unused sick leave as follows:

- a) Family Illness - for purposes of family sick leave, family member relationships include: employee's spouse, child, step-child, parent, step-parent and/or assigned ward or legal guardianship of the employee;
- b) Doctor or dental appointments;
- c) For the birth of an employee's child;
- d) Any employee accidentally injured on the job who qualifies for workers compensation pay will receive pay and/or benefits according to the following formula:
  - i. Receive regular pay from the Employer for any days of work missed as a result of the injury and sign all workers compensation checks received from the insurer over to the Employer. Sick leave will be deducted from the balance available to the employee at the rate of 1:3 (for example: one (1) hour of sick leave deducted for every three (3) hours of work missed). The Employer will allow such use of sick leave up to the maximum number of hours of sick leave available to the employee. In the event an employee choosing this option exhausts all available sick leave prior to returning to work, then upon such occurrence, the following provisions shall thereafter apply:
    - 1. The employee with no available sick leave will accept workers compensation payment from the insurer as full compensation with no leave time charged to any leave balance (sick leave, vacation leave, compensatory time) and no pay from the Employer. In the event an employee receives benefits pursuant to this provision, the employee will be eligible for benefits only to the extent provided for under the Employer's personnel policy governing leaves of absence without pay.
- e) Firefighter/EMTs, Firefighter/Paramedics, and Fire Lieutenants shall be entitled to 24 hours (Firefighter/Paramedics EMS Assignment shall be entitled to 3 days) deducted from accrued sick leave to attend the funeral of the following family relationships: son-

in-law, daughter-in-law, father-in-law, mother-in-law, grandparent in-law, brother-in-law, sister-in-law, and step-relatives in these same categories. An additional 24 hours (Firefighter/Paramedics EMS Assignment- 2 additional days) may be used with approval of the supervisor. Use of this sick leave as funeral leave benefit for family relationship is not included in the restricted hours for family illness.

**Section 17.06 Sick Leave Pay at Retirement**

An employee who has completed at least ten (10) years of service with the City of Watertown and is determined eligible for retirement in accordance with eligibility requirements of the South Dakota Retirement System (SDRS), such eligible employee can receive payment for accrued unused sick leave not in excess of six hundred (600) hours. Deposits to the South Dakota Retirement System, hereinafter referred to as SDRS, for the cash value of unused accrued sick leave are subject to limits of the Internal Revenue Service (IRS) Code Section 415, and the eligibility as set forth by the SDRS.

Employees who are determined not eligible for deposit of unused accrued sick leave cash payouts to the employee retirement plan under SDRS, as determined by SDRS, but are eligible for retirement as determined by SDRS, will receive the cash value of accrued unused sick leave not in excess of six hundred (600) hours. Such payout will be provided by the City to the employee through the payroll process.

To be eligible for Sick Leave Pay at Retirement, employees must have completed a minimum of ten (10) years of service with the City of Watertown.

**Section 17.07 Sick Leave Pay Death Benefit**

In case of death of an employee, all unused accrued sick leave shall be paid to the employee's beneficiary of record in the employee's personnel file.

**Section 17.08 Sick Leave upon Termination**

In the event of voluntary separation by the employee or in the event an employee is discharged for just cause, all unused accrued sick leave shall be canceled unless the employee was eligible for retirement.

**Section 17.09 Pregnancy/Parenting Leave**

Employees who meet the requirements for Family Medical Leave Act hereinafter referred to as FMLA, as defined by the Department of Labor, Wage and Hour Division CFR 29 Part 825, shall be offered Family Medical Leave for an employee's own pregnancy and/or the birth or adoption of a child, as well as parenting leave. The entitlements of the FMLA are recited in CFR 29 Part 825 as noted above. FMLA is administered by Human Resources.

Those employees who do not meet the eligibility requirements for FMLA, and are on an approved leave of absence for pregnancy or parenting leave, are subject to the policies governing paid and unpaid leaves of absence as set forth in Article 19.

- a) Pregnancy- Pregnancy is cause for use of sick leave, annual leave or leave without pay. The type of leave taken is up to the employee with the approval of the

department head.

Pregnancy will be treated as any other temporary disability or illness. During the pregnancy, or after the birth of the child, if the medical provider determines the employee is incapacitated and/or temporarily unable to work due to health concerns, the department head/supervisor shall not allow the employee to work until the employee provides medical documentation from the medical provider of work limitations to performing essential duties, and/or if restricted duty is ordered. If restrictions are imposed, the medical documentation must state how long the temporary restrictions will be in place. If the employee does not have any medical limitations or restrictions to performing duties, the documentation must indicate “no restrictions.”

If restrictions exist, the supervisor may work with the employee to determine available work tasks included in the employee’s normal duties to the extent possible and provide temporary accommodations to the essential functions while the employee is on temporary restrictions. Use of sick leave shall be used in accordance with Section 17.05.

- b) Parenting Leave—Leave following the birth or adoption of a child is defined as Parenting Leave. The amount of leave taken for parenting leave following the birth or adoption of a child, is to be requested by the employee and approved by the department head. The department head will take into account such factors as the amount of accrued leave available, the work load and the health of the employee based on a medical provider’s statement. Additionally, if the employee has taken pregnancy and parenting leave consecutively following the birth of the child (not returned to work after child was born), the parenting employee on medical leave of absence shall provide documentation by the medical provider regarding the ability to return to work with or without restrictions. If restrictions exist, the medical documentation must include the length of time any restrictions are in place. Medical documentation must be submitted to the department head or supervisor and immediately turned in to Human Resources, prior to returning to work.
- c) Return to Position Upon Return From Approved Leave—Employees who are given leaves of absence due to pregnancy and return to work within the time approved by the department head, seniority permitting, shall be assigned to available work in the classification they permanently occupied and at the rate of pay appropriate for that classification. It is understood that the work to which they are assigned may not necessarily be in the work function in which they were employed at the start of such leave of absence.

**Section 17.10 Sick Leave Bank**

In the event an employee has a serious or life threatening illness, the employee or Department Head may submit a request for the Sick Leave Bank by completing the required form which is appended to this document as Exhibit B. The completed Sick Leave Bank Request Form will be submitted to the City Finance Office.

The Sick Leave Bank Request Form should also include any relevant information the applicant wishes to disclose to the committee and donating employees related to his/her condition. It should be noted that the employee's signature on the Sick Leave Bank Request Form authorizes release of the information the employee has elected to disclose.

The Sick Leave Bank Committee will review the request form to determine eligibility to receive donated hours from other employees. The Committee shall consist of two (2) members of the union, two (2) members from management, and the Human Resources Coordinator. The Committee will determine if the applicant is approved for donations. The decision to grant such a request lies solely at the Committee's discretion, and is not subject to the grievance procedure.

The Committee will notify the employee requesting the Sick Leave Bank donations of approval or denial of request. If approved, the Union will post the completed Sick Leave Bank Request Form to solicit for donations via department bulletin board or email. The Union will collect donation forms and inform approved employee and management when maximum donations have been received, or donation period has ended. Once all donation forms have been received, the Union will submit them to the Finance Office for payroll processing.

Upon approval, the following guidelines apply:

- a) Maximum of two hundred (200) hours of donated time.
- b) No requests for less than five (5) working days will be accepted, unless those days are to be added on to an already in progress leave of more than ten (10) days.
- c) Employees approved for donations must use all sick leave, vacation and compensatory time prior to receiving any donated hours.
- d) Donating employees are allowed to donate a maximum of forty (40) hours; the donating employee's sick leave accrual balance cannot be less than one hundred twenty (120) hours after donating sick leave.

If request is denied, a letter will be provided to the requesting employee via email or hand delivery.

## **ARTICLE 18**

### **FAMILY MEDICAL LEAVE ACT (FMLA):**

The City of Watertown having in excess of 50 employees is governed by and will comply with the Family and Medical Leave Act of 1993 as well as any subsequent amendments and/or modifications to the law.

Consistent with the provisions of the federal Family Medical Leave Act (FMLA) of 1993 and the National Defense Authorization Act of 2008, an eligible employee and covered care giver may be entitled to up to twenty-six (26) weeks of unpaid Military Care Giver Leave during any twelve (12) month period to provide care for a recovering service member or eligible veteran.

Eligible employees with a spouse, child, or parent on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces (including a member of

the National Guard or Reserves) in support of a contingency operation may take up to twelve (12) work weeks of unpaid normal FMLA leave because of any “Qualifying Exigency.” The City shall post the most current mandated poster for employees to review and serve as a guide for FMLA coverage.

### **Section 18.01 FMLA Eligibility and Leave Allowances**

Consistent with the provisions of the federal Family and Medical Leave Act (FMLA) of 1993, an eligible employee may be entitled to up to twelve (12) workweeks of unpaid job protected leave within any twelve (12) month period of employment when specific conditions are met. Please contact Human Resources for conditions required. To be eligible to take Family Medical Leave, the employee must have worked for the City of Watertown for at least twelve (12) months and at least 1,250 hours during the twelve (12) months preceding the start of the leave.

Family Medical Leave may also be approved for up to twenty six (26) weeks in a twelve (12) month period for a qualifying military exigency arising out of the fact that the employee, employee’s spouse, son, daughter, or parent is a military member on covered active duty status (or has been notified of an impending call or order to covered active duty, or to care for a covered service member.

The City of Watertown uses a “rolling” twelve (12) month period measured forward from the first day the employee uses any FMLA leave to determine eligibility for, and availability of, leave time under FMLA. To determine if an employee is eligible for FMLA leave during any given work week on a “rolling year” basis, one looks back over the twelve (12) months immediately preceding that week. Applicable sick leave benefits and leave resulting from Workers’ Compensation claims will be included in the twelve (12) week period allowed. Leave without pay may begin after all available applicable paid leave has been exhausted and will be included in the FMLA. The fact that a holiday may occur within a workweek taken as FMLA leave without pay has no effect; the week will be counted as a week of FMLA leave.

Employees can request job protected FMLA leave status for a period of “incapacity” of more than three (3) calendar days for FMLA eligible absences. However, employees will be required to be on an approved leave of absence and complete leave of absence paperwork for paid and/or unpaid absences in excess of three (3) calendar days. Employees must provide sufficient and complete information regarding the reason they are requesting leave, the timing of the leave, and when they are expected to return to work. Employees may not prospectively waive their FMLA rights.

If the accrued number of leave hours is fewer than twelve (12) weeks (or twenty-six (26) weeks in the case of a Military Caregiver Leave for a covered service member or eligible veteran), the additional weeks of leave necessary to obtain the twelve (12) workweeks (or twenty-six (26) workweeks in the case of a Military Caregiver Leave for a covered service member or eligible veteran) required under FMLA will be considered unpaid leave. If a serious health condition of the employee is involved, an employee must first use any paid medical sick leave. The employee is entitled to paid medical sick leave to care for a seriously ill family member only if authorized in accordance with the existing leave plan. Paid vacation leave may be used following the exhaustion of sick leave accruals.

### **Section 18.02 Spouses as City Employees**

If both husband and wife are employed by the City, each shall have full access to twelve weeks leave with respect to their own parents and each shall have full access to twelve (12) weeks for the birth of their child or a placement with them for adoption or foster care.

### **Section 18.03 FMLA Qualifying Events**

Eligible events limited to a total of twelve (12) workweeks include:

- a) the birth of a child, or placement of a child with you for adoption or foster care;
- b) employee's serious health condition;
- c) employee's need to care for spouse, child, or parent due to his/her serious health condition;
- d) a qualifying exigency arising out of the fact that the employee, employee's spouse, son, daughter, or parent is a military member on covered active duty status (or has been notified of an impending call or order to covered active duty with the Armed Forces.
  - i. Qualifying exigencies include: short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, additional activities as the need arises.
  - ii. Covered active duty means in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in Section 101 (a) (13) (B) of Title 10, United States Code.

Eligible events limited to a total of twenty-six (26) unpaid workweeks in a twelve month period:

- a) next of kin of a covered service member with a serious injury or illness (next of kin includes: spouse, son or daughter, parent) which is limited to a total of twenty-six (26) workweeks of leave during a single twelve (12) month period.

Whenever the necessity of leave is foreseeable, the employee must provide thirty (30) days advance notice of his or her desire to use FMLA and shall consult with the employer when planning the medical treatment to make reasonable efforts to schedule those leaves so as not to unduly disrupt the employer's operations.

### **Section 18.04 Documentation and Medical Certification Required**

The employer requires appropriate medical certification for a Family Medical Leave qualifying absence or for an employee leave for the employee's or family member's serious health condition, including a statement that the employee is needed to care for the family member and the amount of time needed.

Under the FMLA regulations in effect January 16, 2009, a human resources professional, leave administrator, or management official, but not the employee's immediate supervisor, may contact

the health care provider directly for purposes of authentication and clarification after the employer has first given the employee an opportunity to cure the deficiencies in the certification paperwork.

Employees and next of kin of covered service members utilizing family medical leave as listed in 18.03, are also required to provide documentation of the service member's serious health condition, or deployment paperwork provided by the military unit with beginning and end dates included.

The City may require an employee on Family Medical Leave to report periodically on his/her status, the intention of the employee to return to work, and periodic re-certification paperwork regarding the medical condition as allowed under federal FMLA statutes.

**Section 18.05 Intermittent FMLA Usage**

An employee may take Family Medical Leave on an intermittent basis because of the birth or placement of a child for adoption or foster care only if the employer agrees. Intermittent leave to care for a sick family member or the employee's own serious health condition may be taken when medically necessary, and if such intermittent leave is granted, the City may require the employee to temporarily transfer to an alternate position as defined under federal law.

**Section 18.06 Group Health Insurance**

Employees on Family Medical Leave continue to receive group health insurance coverage while they are on an approved Family Medical Leave absence. The employee will have premiums deducted for any portion of the premium cost the employee is already required to pay. The employer shall provide advance written notice of the terms and conditions in which payments must be made prior to commencement of leave. If the employee does not return to work after expiration of the approved FMLA period of leave, the employer may receive from the employee all of the premiums it paid, unless the failure to return was because of the continuation, recurrence or onset of a serious health condition of the employee or a family member as defined herein, or because of other circumstances beyond the control of the employee.

Seniority, other than to the extent authorized in Section 19.03 hereof, and any other employment benefits, will not accrue during the period of any unpaid leave.

**Section 18.07 Restoration to Pre-Leave Position**

If an employee returns to work upon expiration of the approved period of leave, reasonable efforts shall be made to return said employee to the same position as vacated, but the employee shall be reinstated to an equivalent position having substantially similar duties and conditions.

**Section 18.08 Return to Work**

Prior to returning from a continuous leave of absence (not intermittent), an employee under Family Medical Leave for their own serious health condition is required to provide the City Human Resources department a proper fitness-for-duty certification from his/her healthcare provider addressing the employee's ability to perform the essential functions of his/her pre-leave position. Medical documentation must be complete and indicate any medical restrictions the employee has, if any, to performing the essential functions of the position. If restrictions exist, such documentation must state the start and end dates that specific restricted duties are in place. If restrictions exist, the City will assess the ability of light duty options unless a reasonable safety

concern exists for doing so.

## **ARTICLE 19**

### **LEAVES OF ABSENCE:**

#### **Section 19.01 Paid Leaves of Absence**

An employee shall be granted a paid leave of absence from work for the following reasons:

- a) **Jury Duty:** An employee who is called to Jury Duty shall receive full pay from the City, provided, however, that all pay received from such jury duty during a regular workday be endorsed to the City Finance Department. If the Jury Duty pay includes both worked and non-worked days, the employee shall reimburse to the City, the Jury Duty pay received for the work days only. When not engaged in actual jury service, the employee must report to work to their assigned duties. An employee summoned as a juror shall notify their immediate supervisor in advance. It is not intended by this article that the employee will receive pay unless absent on jury duty.
- b) **Voting:** Ample time to vote in any election with no loss of pay when the work duties of the employee with the Employer would otherwise prevent them from voting.
- c) **Civic Duty:** Any other civic or similar duty with no loss of pay, pursuant to the prior approval of the City Manager and Fire Chief.
- d) **Bereavement Leave:** Firefighter/EMTs, Firefighter/Paramedics, and Fire Lieutenants shall be entitled to a 24 hour leave with pay to attend the funeral for family member relationships to include: employee's spouse, child, step-child, parent, step-parent, brother, step- brother, sister, step-sister, grandparent, step-grandparent, grandchild, step-grandchild and/or assigned ward or legal guardianship of the employee. An additional 24 hours to be deducted from accrued sick leave may be granted with approval of the Fire Chief. Use of the additional sick leave as funeral leave benefit for family relationship is not included in the restricted hours for family illness.

Firefighter/Paramedics EMS Assignment shall be entitled to a three (3) day leave with pay to attend the funeral for family member relationships to include: employee's spouse, child, step-child, parent, step-parent, brother, step- brother, sister, step-sister, grandparent, step-grandparent grandchild, step-grandchild and/or assigned ward or legal guardianship of the employee. An additional two (2) days to be deducted from accrued sick leave may be granted with approval of the Fire Chief. Use of the two (2) days additional sick leave as funeral leave benefit for family relationships is not included in the restricted hours for family illness.

Provisions for funeral leave for family members not included in the above family relationship list are covered under sick leave Section 17.05 (e).

#### **Section 19.02 Military Leaves of Absence**

- a) Subject to and consistent with applicable statute or other binding rule or regulation, any member of the Bargaining Unit, who has been employed by the City for ninety (90)

calendar days, who reports or performs duty in any branch of the Armed Forces of the United States, shall be entitled to reinstatement with the City, provided:

1. The employee makes written request for reinstatement to the position held prior to or within ninety (90) days of release from the service, or within ninety (90) days after a hospitalization continuing after such release for not more than one (1) year;
  2. The position with the City still exists;
  3. The employee is capable of discharging the duties of the position;
  4. Separation from the Armed Forces was other than dishonorable;
  5. The employee shall not be entitled to pay during such leave.
- b) **Military leave for annual duty.** An employee who has served the probationary period, who is a duly qualified member of the "Reserve Component of the Armed Forces," who is a member of the "Ready Reserve," who is a member of an organized unit, and who, in order to receive military training with the Armed Forces of the United States, not to exceed fifteen (15) days in one (1) calendar year, shall be entitled to a leave of absence and shall be returned to service, provided the employee is still able to perform the duties of the position, without loss of status, pay, and seniority, provided:
1. The employee has given ten (10) days' notice prior to the time of departure, unless the circumstances under which the employee is required to report for reserve training does not permit the giving of such notice;
  2. The employee has fulfilled the obligation to attend the training prescribed;
  3. The employee must return to this City position immediately on being relieved from such military service, and not later than the expiration of the term herein limited for such leave, unless prevented from so returning by physical or mental disability or other cause not due to the employee's own fault, or is required by proper authority to continue in such military service beyond the time herein limited for such military leave; and
  4. In case the military pay allowances for such fifteen (15) day period are less than normal wages, the difference shall be paid by the City.

An employee separated from employment pursuant to this section; who is within the probationary period at the time of such separation shall have their probationary period held in abeyance until such time as they return to regular full-time service with the City.

### **Section 19.03 Unpaid Leaves of Absence**

An employee may be granted unpaid leaves of absence, with prior approval from the Fire Chief, for the following reasons:

- a) For illness or injury up to one (1) year.
- b) Resumption of education for completion or pursuit of a high school degree and/or higher education necessary for a City related position.
- c) The Employer may grant a total of fifteen (15) days of leave of absence without pay per year for members of the Union to attend functions of the Union, provided such

leave is requested in advance and the needs of the service will not be adversely affected by such absence. The Union may request leave of absence without pay for one employee for a period of not to exceed one (1) year elected to a Union office or is employed by the Union and required to be absent from the services of the Employer. This leave of absence may be extended for a successive period of one (1) year with the approval of the Employer. The employee shall retain accrued seniority during such leave but shall not accumulate further seniority credit.

- d) Any reasonable purpose.

During the leave of absence for items (a), (b), (c), or (d) the employee shall not accrue seniority except for the first thirty (30) days, but shall remain on the seniority list and from the commencement of the leave, shall accumulate no further rights for any paid leave of absence.

## **ARTICLE 20**

### **INSURANCE AND BENEFITS:**

#### **Section 20.01 Group Insurance**

As authorized by SDCL 9-14-30 and 9-14-32, the Employer agrees to participate with the employee in the cost of group life and group health insurance for each employee and group health insurance for the dependents of such employee. The current policy of group health insurance includes two alternative plans of coverage, i.e., PPO Plan 1 and PPO Plan 2. During the term of this Agreement, the group health shall provide options for single, employee plus spouse, employee plus children and family coverage.

#### **Section 20.02 Insurance Committee**

An Insurance committee shall be established to review and approve any changes that are made in the existing group health insurance. This committee shall be composed of one representative chosen by each union which represents employee groups within the City of Watertown and desires to participate on the committee and one representative chosen by management of each employee group participating with the City Manager as the voting chairperson. All decisions will be made by a majority vote of this committee. It is further agreed that decisions of the committee and decisions on whether or not coverage's are "substantially similar" are the subject of the grievance procedure set forth in this contract together with all statutory rights therein.

**The monthly premiums paid for the above plans will be shared by the City and employees as follows:**

#### **PPO Plan #1**

- The City will match the dollar amount allocated to the PPOII plans by Tier for the contribution to the PPOI Plan (\$1500 DEDUCTIBLE)

#### **PPO Plan #2**

- 95% City contribution to the Single Premium for PPOII Plan (\$3000 DEDUCTIBLE)
- 75% City contribution to the Employee/Spouse, Employee/Children and Family Premium

for PPOII Plan (\$3000 DEDUCTIBLE per person)

It is agreed and understood that the amount of the contribution of the City is a negotiable item at the time of the negotiation of a new contract and shall be considered together with wages at the time of such negotiation.

**Section 20.03 Coverage Changes**

It is agreed and understood that during the term of this contract the City has the right to change companies providing the coverage set forth above, however, any new policy shall have substantially similar coverage. It is understood that the words "substantially similar" mean that there may be increased coverage in some areas and decreased coverage in others but that the total coverage(s) will be substantially similar. It is understood and agreed by and between the parties that it is not the intent of the City nor may the City reduce coverage(s) for the purposes of lowering premiums, however, it is understood and agreed that the City may, during the term of this Agreement take quotations on insurance and may select a company with a lower premium if the coverage(s) are substantially similar. It is further agreed that decisions on whether or not coverage(s) are "substantially similar" are subject to the grievance procedure set forth in this contract together with all statutory rights therein.

**Section 20.04 Retiree Health Insurance**

The City agrees to provide group health coverage for each employee who retires at age 60, or at age 55 or over with 20 years of service, or after age 48 according to a "rule of 75" combining age and years of service which total 75. Such retired employees and their dependents will be included in the City's group insurance plan at the rates charged by the insurance carrier.

The City contribution shall be as follows:

- Retiree only (single) - \$60.00 per month
- Retiree plus spouse - \$140.00 per month
- Retiree plus children - \$120.00 per month
- Retiree Family coverage - \$200.00 per month

In no event shall the contribution of the City exceed 1/2 of the cost of such premium. The City shall not be obligated to provide or pay any amount when the retired employee is eligible for Medicare.

**Section 20.05 Liability Coverage**

The City will provide, when allowed by statute, liability insurance coverage for employees operating during the course of their duty and acting within the scope of their employment as Firefighter/EMTs, Firefighter/Paramedics, or ambulance workers. The extent and amount of such coverage shall be at the discretion of the City Council.

**Section 20.06 Dental Insurance**

The City offers employees a dental plan on the basis of voluntary participation at no cost to the City.



to the City, divided by two, then rounded up, is a higher number than the step on which they would otherwise be placed in 2022, the employee will move up to the step equal to such higher number.

For Calendar Year 2023 and 2024:

Each August 1<sup>st</sup>, 2022 and 2023, there will be a reopening of the contract for the purpose of discussing wages and benefits for 2023 and 2024, respectively.

**Section 21.02 Senior Firefighter Pay**

Three employees that frequently perform the duties of Fire Lieutenants, designated as “senior firefighters” by Fire Rescue Department management, will receive an additional \$85 per month. Three additional employees that occasionally (but less often than “senior firefighters”) perform the duties of Fire Lieutenants, as designated by Fire Rescue Department management, will receive an additional \$40 per month.

**Section 21.03 Paramedic Certification**

The parties agree and understand that any employee hired after January 1, 2022 must become certified as a Paramedic by the National Registry of Emergency Medical Technicians within five (5) years of hire and will be responsible for all costs associated with obtaining such certification and the employee will not be permitted to accumulate any compensatory time for any time spent towards paramedic certification. Employees’ work schedules will be adjusted to allow class attendance as needed.

Anyone who refuses or is unable to maintain paramedic certification for any non-medical reason or who is refused testing privileges by the certifying authority will be terminated.

**Section 21.04 Direct Deposit Required**

The City provides electronic posting for all payroll checks and employees need to submit to the Finance Department the appropriate information for ACH direct deposit of the checking/savings account they choose. In the event an employee’s banking information changes, employees shall provide notification of new account information to the Finance Department by the fifteenth (15th) of the month. The City will provide a pay information sheet to each employee with the amount deposited each payroll period.

## **ARTICLE 22**

### **LONGEVITY AND PROMOTIONAL PAY:**

**Section 22.01 Longevity Pay Eligibility**

All employees hired prior to January 1, 2022 having completed five (5) years of continuous employment with the City of Watertown shall receive, in addition to their regular pay, \$8.00 per month for each year of service (“Longevity Pay”). For example, an employee with eight (8) years of service shall receive \$64.00 per month. All employees hired after January 1, 2022 will not receive Longevity Pay until completing ten (10) years of continuous employment with the City.

**Section 22.02 Longevity Pay Increases**

Longevity pay shall be determined and increased, where appropriate, based on the first day an

employee commenced full-time employment for the City. When such anniversary date occurs prior to, or on, the 15th of the month, longevity will be paid during that month based on the new years of service.

**Section 22.03 Promotional Pay**

Upon promotion to a higher pay grade, the promoted employee will be placed on the step in the higher pay grade that will result in the promoted employee receiving no less than a 5% increase to their base salary. This provision is in lieu of the 3.5% increase for promotions indicated in the City of Watertown Personnel Policy.

**ARTICLE 23**

**PHYSICALS AND IMMUNIZATION:**

**Section 23.01 Physical Examinations**

All employees are required to have a physical examination every two years conducted by a physician designated by the City. The two (2) year examination shall include an EKG, 29 panel blood test, chest x-ray and general physical and any other tests prescribed by the City's designated physician. The cost of these tests shall be paid for by the City on presentation of the bill and a determination of fitness for duty shall be furnished to the Finance Office. The Fire Chief and the Finance Officer shall make a schedule of physical examinations which shall be mutually agreeable to the parties and it is understood that the intent is that half of the employees shall be scheduled for examination in each year.

**Section 23.02 Exposure to Communicable Disease**

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 treatment and testing be given to the employee, the City will pay for the cost of such treatment and testing if Worker's Compensation or health insurance will not cover the costs of such treatment. Where the physician also recommends that members of the employee's family who are living at home be given the treatment and testing, the City will pay for the cost of such treatment and testing if Worker's Compensation or health insurance will not cover the costs of such treatment or testing.

**Section 23.03 Vaccinations**

Because the job requirements may put employees at risk, the City shall make available vaccinations, testing, and screening including, but not limited to, hepatitis, tuberculosis, influenza, and tetanus for employees. Watertown Fire Rescue Department Medical Director has authority to make recommendations over any additional vaccinations and screenings. Such shots shall not be mandatory; however, the City shall have full discretion as to the method, manner and place of making such shots available.

**ARTICLE 24**

**NO STRIKE OR LOCKOUT:**

**Section 24.01 Grievance Procedures Adequate**

The City and the Union agree that the grievance and arbitration procedures provided in this Agreement are adequate to provide fair and final determination of all grievances arising under the term of this contract.

**Section 24.02 No Strike**

During the period of this Agreement, there shall be no strikes, stoppages, slow-down, picketing or other interferences with the operations of the City, nor shall there be abstinence in whole or in part from the full, faithful and proper performance of the duties of employment by concerted action with others, all of which are hereinafter referred to as strikes.

**Section 24.03 No Lockout**

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

**Section 24.04 Ability to Participate in Other Strikes**

Employees may participate in a strike as long as it does not occur within the Watertown Fire Rescue Department or against the City of Watertown, and provided such participation does not disrupt the employee's ability to perform their work on assigned shifts or for call back.

**ARTICLE 25**

**UNION DUES CHECKOFF:**

**Section 25.01 Union Dues/Payroll Deductions**

The Employer agrees that upon receiving written authorization by the employee from the Union, the Employer will deduct all dues, initiation fees and assessments designated by the local Union. Such deductions shall be remitted by the Employer to the local Union within fifteen (15) days from the end of the month in which such deductions occurred. New-hire probationary employees shall be considered ineligible for Union participation for dues deductions by the City.

**ARTICLE 26**

**SAVINGS CLAUSE:**

**Section 26.01 Separability and Savings**

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision. Upon the issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

**ARTICLE 27**

**TERMINATION:**

**Section 27.01 Term of Agreement**

The provisions of this Agreement shall be effective from January 1, 2022, and shall continue in effect until December 31, 2024.

**Section 27.02 Renewal of Agreement**

Negotiations for a new contract shall commence by July 1, 2024.

**Section 27.03 Collective Bargaining**

On or before June 1, 2024, either party hereto may notify the other party in writing of their desire to negotiate the terms and provisions of a successor agreement. Following such notification, conferences, and negotiations shall be carried as follows:

- a) Step 1, submission of bargaining unit proposals by June 1, 2024;
- b) Step 2, City responses by July 1, 2024, and
- c) Step 3, negotiations continue thereafter at such mutually agreeable times until a agreement is reached.

**Section 27.04 Post-Expiration Life of Agreement**

This Agreement shall remain in full force and effect during the period of negotiations even if negotiations continue beyond the term of this contract.

IN WITNESS WHEREOF, the parties hereto have set their hands this 27 day of December 2021.

CITY OF WATERTOWN



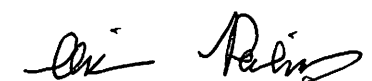
Amanda Mack  
City Manager

ATTEST:

  
\_\_\_\_\_  
Kristen Bobzien  
Finance Officer

(SEAL)

LOCAL UNION 1724  
INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS



Christopher Robinson  
President

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Received

*Handwritten signature or name*



*Handwritten initials or signature*

# EXHIBIT A

	1	2	3	4	5	6	7	8 (M)	9	10	11	12	13	14	15
		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
100	\$ 14.49	\$ 14.78	\$ 15.08	\$ 15.38	\$ 15.69	\$ 16.00	\$ 16.32	\$ 16.65	\$ 16.98	\$ 17.32	\$ 17.67	\$ 18.02	\$ 18.38	\$ 18.75	\$ 19.13
	\$ 30,139.20	\$ 30,742.40	\$ 31,366.40	\$ 31,990.40	\$ 32,635.20	\$ 33,280.00	\$ 33,945.60	\$ 34,632.00	\$ 35,318.40	\$ 36,025.60	\$ 36,753.60	\$ 37,481.60	\$ 38,230.40	\$ 39,000.00	\$ 39,790.40
105	\$ 15.94	\$ 16.26	\$ 16.59	\$ 16.92	\$ 17.26	\$ 17.61	\$ 17.96	\$ 18.32	\$ 18.69	\$ 19.06	\$ 19.44	\$ 19.83	\$ 20.23	\$ 20.63	\$ 21.04
	\$ 33,155.20	\$ 33,820.80	\$ 34,507.20	\$ 35,193.60	\$ 35,900.80	\$ 36,628.80	\$ 37,356.80	\$ 38,105.60	\$ 38,875.20	\$ 39,644.80	\$ 40,435.20	\$ 41,246.40	\$ 42,078.40	\$ 42,910.40	\$ 43,763.20
110	\$ 17.53	\$ 17.88	\$ 18.24	\$ 18.60	\$ 18.97	\$ 19.35	\$ 19.74	\$ 20.13	\$ 20.53	\$ 20.94	\$ 21.36	\$ 21.79	\$ 22.23	\$ 22.67	\$ 23.12
	\$ 36,462.40	\$ 37,190.40	\$ 37,939.20	\$ 38,688.00	\$ 39,457.60	\$ 40,248.00	\$ 41,059.20	\$ 41,870.40	\$ 42,702.40	\$ 43,555.20	\$ 44,428.80	\$ 45,323.20	\$ 46,238.40	\$ 47,153.60	\$ 48,089.60
115	\$ 18.41	\$ 18.78	\$ 19.16	\$ 19.54	\$ 19.93	\$ 20.33	\$ 20.74	\$ 21.15	\$ 21.57	\$ 22.00	\$ 22.44	\$ 22.89	\$ 23.35	\$ 23.82	\$ 24.30
	\$ 38,292.80	\$ 39,062.40	\$ 39,852.80	\$ 40,643.20	\$ 41,454.40	\$ 42,286.40	\$ 43,139.20	\$ 43,992.00	\$ 44,865.60	\$ 45,760.00	\$ 46,675.20	\$ 47,611.20	\$ 48,568.00	\$ 49,545.60	\$ 50,544.00
120 / P1	\$ 19.33	\$ 19.72	\$ 20.11	\$ 20.51	\$ 20.92	\$ 21.34	\$ 21.77	\$ 22.21	\$ 22.65	\$ 23.10	\$ 23.56	\$ 24.03	\$ 24.51	\$ 25.00	\$ 25.50
	\$ 40,206.40	\$ 41,017.60	\$ 41,828.80	\$ 42,660.80	\$ 43,513.60	\$ 44,387.20	\$ 45,281.60	\$ 46,196.80	\$ 47,112.00	\$ 48,048.00	\$ 49,004.80	\$ 49,982.40	\$ 50,980.80	\$ 52,000.00	\$ 53,040.00
125 / P2	\$ 20.30	\$ 20.71	\$ 21.12	\$ 21.54	\$ 21.97	\$ 22.41	\$ 22.86	\$ 23.32	\$ 23.79	\$ 24.27	\$ 24.76	\$ 25.26	\$ 25.77	\$ 26.29	\$ 26.82
	\$ 42,224.00	\$ 43,076.80	\$ 43,929.60	\$ 44,803.20	\$ 45,697.60	\$ 46,612.80	\$ 47,548.80	\$ 48,505.60	\$ 49,483.20	\$ 50,481.60	\$ 51,500.80	\$ 52,540.80	\$ 53,601.60	\$ 54,683.20	\$ 55,785.60
130	\$ 21.32	\$ 21.75	\$ 22.19	\$ 22.63	\$ 23.08	\$ 23.54	\$ 24.01	\$ 24.49	\$ 24.98	\$ 25.48	\$ 25.99	\$ 26.51	\$ 27.04	\$ 27.58	\$ 28.13
	\$ 44,345.60	\$ 45,240.00	\$ 46,155.20	\$ 47,070.40	\$ 48,006.40	\$ 48,963.20	\$ 49,940.80	\$ 50,939.20	\$ 51,958.40	\$ 52,998.40	\$ 54,059.20	\$ 55,140.80	\$ 56,243.20	\$ 57,366.40	\$ 58,510.40
135	\$ 22.39	\$ 22.84	\$ 23.30	\$ 23.77	\$ 24.25	\$ 24.74	\$ 25.23	\$ 25.73	\$ 26.24	\$ 26.76	\$ 27.30	\$ 27.85	\$ 28.41	\$ 28.98	\$ 29.56
	\$ 46,571.20	\$ 47,507.20	\$ 48,464.00	\$ 49,441.60	\$ 50,440.00	\$ 51,459.20	\$ 52,478.40	\$ 53,518.40	\$ 54,579.20	\$ 55,660.80	\$ 56,784.00	\$ 57,928.00	\$ 59,092.80	\$ 60,278.40	\$ 61,484.80
140	\$ 23.51	\$ 23.98	\$ 24.46	\$ 24.95	\$ 25.45	\$ 25.96	\$ 26.48	\$ 27.01	\$ 27.55	\$ 28.10	\$ 28.66	\$ 29.23	\$ 29.81	\$ 30.41	\$ 31.02
	\$ 48,900.80	\$ 49,878.40	\$ 50,876.80	\$ 51,896.00	\$ 52,936.00	\$ 53,996.80	\$ 55,078.40	\$ 56,180.80	\$ 57,304.00	\$ 58,448.00	\$ 59,612.80	\$ 60,798.40	\$ 62,004.80	\$ 63,252.80	\$ 64,521.60
145 / P3 / F1	\$ 24.69	\$ 25.18	\$ 25.68	\$ 26.19	\$ 26.71	\$ 27.24	\$ 27.78	\$ 28.34	\$ 28.91	\$ 29.49	\$ 30.08	\$ 30.68	\$ 31.29	\$ 31.92	\$ 32.56
	\$ 51,355.20	\$ 52,374.40	\$ 53,414.40	\$ 54,475.20	\$ 55,556.80	\$ 56,659.20	\$ 57,782.40	\$ 58,947.20	\$ 60,132.80	\$ 61,339.20	\$ 62,566.40	\$ 63,814.40	\$ 65,083.20	\$ 66,393.60	\$ 67,724.80
150 / P4 / F2	\$ 25.92	\$ 26.44	\$ 26.97	\$ 27.51	\$ 28.06	\$ 28.62	\$ 29.19	\$ 29.77	\$ 30.37	\$ 30.98	\$ 31.60	\$ 32.23	\$ 32.87	\$ 33.53	\$ 34.20
	\$ 53,913.60	\$ 54,995.20	\$ 56,097.60	\$ 57,220.80	\$ 58,364.80	\$ 59,529.60	\$ 60,715.20	\$ 61,921.60	\$ 63,169.60	\$ 64,438.40	\$ 65,728.00	\$ 67,038.40	\$ 68,369.60	\$ 69,742.40	\$ 71,136.00
155	\$ 27.22	\$ 27.76	\$ 28.32	\$ 28.89	\$ 29.47	\$ 30.06	\$ 30.66	\$ 31.27	\$ 31.90	\$ 32.54	\$ 33.19	\$ 33.85	\$ 34.53	\$ 35.22	\$ 35.92
	\$ 56,617.60	\$ 57,740.80	\$ 58,905.60	\$ 60,091.20	\$ 61,297.60	\$ 62,524.80	\$ 63,772.80	\$ 65,041.60	\$ 66,352.00	\$ 67,683.20	\$ 69,035.20	\$ 70,408.00	\$ 71,822.40	\$ 73,257.60	\$ 74,713.60
160 / F3	\$ 28.58	\$ 29.15	\$ 29.73	\$ 30.32	\$ 30.93	\$ 31.55	\$ 32.18	\$ 32.82	\$ 33.48	\$ 34.15	\$ 34.83	\$ 35.53	\$ 36.24	\$ 36.96	\$ 37.70
	\$ 59,446.40	\$ 60,632.00	\$ 61,838.40	\$ 63,065.60	\$ 64,334.40	\$ 65,624.00	\$ 66,934.40	\$ 68,265.60	\$ 69,638.40	\$ 71,032.00	\$ 72,446.40	\$ 73,902.40	\$ 75,379.20	\$ 76,876.80	\$ 78,416.00
165 / P5	\$ 30.01	\$ 30.61	\$ 31.22	\$ 31.84	\$ 32.48	\$ 33.13	\$ 33.79	\$ 34.47	\$ 35.16	\$ 35.86	\$ 36.58	\$ 37.31	\$ 38.06	\$ 38.82	\$ 39.60
	\$ 62,420.80	\$ 63,668.80	\$ 64,937.60	\$ 66,227.20	\$ 67,558.40	\$ 68,910.40	\$ 70,283.20	\$ 71,697.60	\$ 73,132.80	\$ 74,588.80	\$ 76,086.40	\$ 77,604.80	\$ 79,164.80	\$ 80,745.60	\$ 82,368.00
170	\$ 33.01	\$ 33.67	\$ 34.34	\$ 35.03	\$ 35.73	\$ 36.44	\$ 37.17	\$ 37.91	\$ 38.67	\$ 39.44	\$ 40.23	\$ 41.03	\$ 41.85	\$ 42.69	\$ 43.54
	\$ 68,660.80	\$ 70,033.60	\$ 71,427.20	\$ 72,862.40	\$ 74,318.40	\$ 75,795.20	\$ 77,313.60	\$ 78,852.80	\$ 80,433.60	\$ 82,035.20	\$ 83,678.40	\$ 85,342.40	\$ 87,048.00	\$ 88,795.20	\$ 90,563.20
175	\$ 36.31	\$ 37.04	\$ 37.78	\$ 38.54	\$ 39.31	\$ 40.10	\$ 40.90	\$ 41.72	\$ 42.55	\$ 43.40	\$ 44.27	\$ 45.16	\$ 46.06	\$ 46.98	\$ 47.92
	\$ 75,524.80	\$ 77,043.20	\$ 78,582.40	\$ 80,163.20	\$ 81,764.80	\$ 83,408.00	\$ 85,072.00	\$ 86,777.60	\$ 88,504.00	\$ 90,272.00	\$ 92,081.60	\$ 93,932.80	\$ 95,804.80	\$ 97,718.40	\$ 99,673.60
180	\$ 39.94	\$ 40.74	\$ 41.55	\$ 42.38	\$ 43.23	\$ 44.09	\$ 44.97	\$ 45.87	\$ 46.79	\$ 47.73	\$ 48.68	\$ 49.65	\$ 50.64	\$ 51.65	\$ 52.68
	\$ 83,075.20	\$ 84,739.20	\$ 86,424.00	\$ 88,150.40	\$ 89,918.40	\$ 91,707.20	\$ 93,537.60	\$ 95,409.60	\$ 97,323.20	\$ 99,278.40	\$ 101,254.40	\$ 103,272.00	\$ 105,331.20	\$ 107,432.00	\$ 109,574.40
185	\$ 43.93	\$ 44.81	\$ 45.71	\$ 46.62	\$ 47.55	\$ 48.50	\$ 49.47	\$ 50.46	\$ 51.47	\$ 52.50	\$ 53.55	\$ 54.62	\$ 55.71	\$ 56.82	\$ 57.96
	\$ 91,374.40	\$ 93,204.80	\$ 95,076.80	\$ 96,969.60	\$ 98,904.00	\$ 100,880.00	\$ 102,897.60	\$ 104,956.80	\$ 107,057.60	\$ 109,200.00	\$ 111,384.00	\$ 113,609.60	\$ 115,876.80	\$ 118,185.60	\$ 120,556.80
190	\$ 48.32	\$ 49.29	\$ 50.28	\$ 51.29	\$ 52.32	\$ 53.37	\$ 54.44	\$ 55.53	\$ 56.64	\$ 57.77	\$ 58.93	\$ 60.11	\$ 61.31	\$ 62.54	\$ 63.79
	\$ 100,505.60	\$ 102,523.20	\$ 104,582.40	\$ 106,683.20	\$ 108,825.60	\$ 111,009.60	\$ 113,235.20	\$ 115,502.40	\$ 117,811.20	\$ 120,161.60	\$ 122,574.40	\$ 125,028.80	\$ 127,524.80	\$ 130,083.20	\$ 132,683.20
195	\$ 54.12	\$ 55.20	\$ 56.30	\$ 57.43	\$ 58.58	\$ 59.75	\$ 60.95	\$ 62.17	\$ 63.41	\$ 64.68	\$ 65.97	\$ 67.29	\$ 68.64	\$ 70.01	\$ 71.41
	\$ 112,569.60	\$ 114,816.00	\$ 117,104.00	\$ 119,454.40	\$ 121,846.40	\$ 124,280.00	\$ 126,776.00	\$ 129,313.60	\$ 131,892.80	\$ 134,534.40	\$ 137,217.60	\$ 139,963.20	\$ 142,771.20	\$ 145,620.80	\$ 148,532.80
200	\$ 63.86	\$ 65.14	\$ 66.44	\$ 67.77	\$ 69.13	\$ 70.51	\$ 71.92	\$ 73.36	\$ 74.83	\$ 76.33	\$ 77.86	\$ 79.42	\$ 81.01	\$ 82.63	\$ 84.28
	\$ 132,828.80	\$ 135,491.20	\$ 138,195.20	\$ 140,961.60	\$ 143,790.40	\$ 146,660.80	\$ 149,593.60	\$ 152,588.80	\$ 155,646.40	\$ 158,766.40	\$ 161,948.80	\$ 165,193.60	\$ 168,500.80	\$ 171,870.40	\$ 175,302.40

**EXHIBIT B**  
**EMPLOYEE SICK LEAVE BANK REQUEST FORM**

**SICK LEAVE BANK EMPLOYEE REQUEST**

I, \_\_\_\_\_, am requesting the use of a Sick Leave Bank for the  
(print name)

following serious or life threatening illness:

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Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*\*The above information will be provided to your co-workers for donation requests.*

***Request approved:***

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**SICK LEAVE BANK TRANSFER AUTHORIZATION**

I, \_\_\_\_\_, hereby authorize the City of Watertown's  
(print name)

payroll administrator to transfer \_\_\_\_\_ hours from my sick leave accrual  
(# of hours to donate)

account to \_\_\_\_\_ sick leave account.  
(person to receive the sick leave time donation)

I understand this is an unconditional, irrevocable transfer.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

- *Donating employees may donate a maximum of 40 hours sick leave but may not reduce their bank below 120 hours.*

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

THIS ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT ("Addendum") is made and entered into this \_\_\_\_ day of ~~January~~December, 2023 by and between the City of Watertown ("City") and the Local Number 1724 of the International Association of Firefighters ("Union"), collectively the "Parties." Unless hereinafter amended, modified, or qualified, each and every term, obligation, covenant or provision of the Original Collective Bargaining Agreement, entered into on November 24, 2021, by and the between the parties hereto ("Original Agreement"), shall continue in full force and effect, and are hereby incorporated herein.

NOW, THEREFORE the following sections of the Original Agreement are hereby amended as follows:

Section 20.08 Optional Supplemental Retirement Fund

To promote and encourage savings for retirement, the City agrees that if an employee desires to participate in the South Dakota Retirement System Supplemental Retirement Fund, that the City will make a contribution as follows:

<u>Employee Contribution</u>	<u>City Contribution</u>
\$50.00	\$25.00
\$40.00	\$20.00
\$30.00	\$15.00
\$20.00	\$10.00

City contributions shall be by an increase in wages in the amount of the option selected by the employee. ~~Employee contributions shall be by deductions from wages and the employee must sign up and designate one of the above contribution levels in the event they elect to participate~~The City will match up to \$1500.00/year or up to \$125/month for the Supplemental Retirement fund.

ARTICLE 21

WAGES. SENIOR FIREFIGHTERS. AND EMT REOUIREMENT:

Section 21.01 Wages & Assignment Pay

Wages for all employees of the Union shall be paid according to Exhibit A, a pay matrix wage scale, which is attached hereto and incorporated by reference (the "~~2022-2024~~ Pay Matrix"). The Pay Matrix reflects a two and half percent (~~2.55~~2.5%) cost-of-living adjustment applied to the ~~2021~~2023 pay matrix.

It is specifically agreed and understood by the parties that the wages paid to employees during the term of this Agreement are based on the pay grade assigned to each position using the 2019 Classification and Compensation Study commissioned by the City of Watertown. Under the Classification and Compensation Study, all positions within the City of Watertown were

assigned a Grade between ~~115-105~~ and ~~200205~~. The following positions in the Union have been assigned the following classification(s):

Fire Lieutenant	Grade 160
Firefighter/Paramedic	Grade 150
Firefighter/EMT	Grade 145

For Calendar Year 2022:

Effective January 1, 2022 employees will move up one step (1 step) on the 2022 Pay Matrix. Additionally, to address certain compression issues, if an employee's cumulative years of service to the City, divided by two, then rounded up, is a higher number than the step on which they would otherwise be placed in 2022, the employee will move up to the step equal to such higher number.

For Calendar Year 2023:

Effective January 1, 2023 employees will move up one step (1 step) on the 2023 Pay Matrix. Additionally, all current employees will receive a 5% Cost of Living Adjustment to their 2022 base salary.

For Calendar Year ~~2023 and~~ 2024:

~~Each August 1<sup>st</sup>, 2022 and 2023, there will be a reopening of the contract for the purpose of discussing wages and benefits for 2023 and 2024, respectively.~~Effective January 1, 2024, all current WFR employees will receive a 5% Cost of Living Adjustment to their 2023 base salary. Additionally, employees will move up one step (approximately 2%) on the wage matrix within their grade classification. If an employee is currently at Step 15 in their respective pay grade, they will receive the 5% Cost of Living Adjustment added to their base salary in addition to a one-time bonus of \$1000.00 to be received on the first payday of 2024.

Signature Page Follows

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed as of the date first written above.

CITY OF WATERTOWN

LOCAL UNION 1724  
INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS

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Amanda Mack  
City Manager

---

Tyler Gorrell  
President, Local 2488

ATTEST:

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Kristen Bobzien  
Finance Officer

(SEAL)

New Pay Grade	New Pay														
	1	2	3	4	5	6	7	8 (M)	9	10	11	12	13	14	15
100	\$ 15.97	\$ 16.29	\$ 16.62	\$ 16.95	\$ 17.29	\$ 17.64	\$ 17.99	\$ 18.35	\$ 18.72	\$ 19.09	\$ 19.47	\$ 19.86	\$ 20.26	\$ 20.67	\$ 21.08
	\$ 33,217.60	\$ 33,883.20	\$ 34,569.60	\$ 35,256.00	\$ 35,963.20	\$ 36,691.20	\$ 37,419.20	\$ 38,168.00	\$ 38,937.60	\$ 39,707.20	\$ 40,497.60	\$ 41,308.80	\$ 42,140.80	\$ 42,993.60	\$ 43,846.40
105	\$ 17.57	\$ 17.92	\$ 18.28	\$ 18.65	\$ 19.02	\$ 19.40	\$ 19.79	\$ 20.19	\$ 20.59	\$ 21.00	\$ 21.42	\$ 21.85	\$ 22.29	\$ 22.74	\$ 23.19
	\$ 36,545.60	\$ 37,273.60	\$ 38,022.40	\$ 38,792.00	\$ 39,561.60	\$ 40,352.00	\$ 41,163.20	\$ 41,995.20	\$ 42,827.20	\$ 43,680.00	\$ 44,553.60	\$ 45,448.00	\$ 46,363.20	\$ 47,299.20	\$ 48,235.20
110	\$ 19.33	\$ 19.72	\$ 20.11	\$ 20.51	\$ 20.92	\$ 21.34	\$ 21.77	\$ 22.21	\$ 22.65	\$ 23.10	\$ 23.56	\$ 24.03	\$ 24.51	\$ 25.00	\$ 25.50
	\$ 40,206.40	\$ 41,017.60	\$ 41,828.80	\$ 42,660.80	\$ 43,513.60	\$ 44,387.20	\$ 45,281.60	\$ 46,196.80	\$ 47,112.00	\$ 48,048.00	\$ 49,004.80	\$ 49,982.40	\$ 50,980.80	\$ 52,000.00	\$ 53,040.00
115	\$ 20.30	\$ 20.71	\$ 21.12	\$ 21.54	\$ 21.97	\$ 22.41	\$ 22.86	\$ 23.32	\$ 23.79	\$ 24.27	\$ 24.76	\$ 25.26	\$ 25.77	\$ 26.29	\$ 26.82
	\$ 42,224.00	\$ 43,076.80	\$ 43,929.60	\$ 44,803.20	\$ 45,697.60	\$ 46,612.80	\$ 47,548.80	\$ 48,505.60	\$ 49,483.20	\$ 50,481.60	\$ 51,500.80	\$ 52,540.80	\$ 53,601.60	\$ 54,683.20	\$ 55,785.60
120 / P1	\$ 21.32	\$ 21.75	\$ 22.19	\$ 22.63	\$ 23.08	\$ 23.54	\$ 24.01	\$ 24.49	\$ 24.98	\$ 25.48	\$ 25.99	\$ 26.51	\$ 27.04	\$ 27.58	\$ 28.13
	\$ 44,345.60	\$ 45,240.00	\$ 46,155.20	\$ 47,070.40	\$ 48,006.40	\$ 48,963.20	\$ 49,940.80	\$ 50,939.20	\$ 51,958.40	\$ 52,998.40	\$ 54,059.20	\$ 55,140.80	\$ 56,243.20	\$ 57,366.40	\$ 58,510.40
125 / P2	\$ 22.39	\$ 22.84	\$ 23.30	\$ 23.77	\$ 24.25	\$ 24.74	\$ 25.23	\$ 25.73	\$ 26.24	\$ 26.76	\$ 27.30	\$ 27.85	\$ 28.41	\$ 28.98	\$ 29.56
	\$ 46,571.20	\$ 47,507.20	\$ 48,464.00	\$ 49,441.60	\$ 50,440.00	\$ 51,459.20	\$ 52,478.40	\$ 53,518.40	\$ 54,579.20	\$ 55,660.80	\$ 56,784.00	\$ 57,928.00	\$ 59,092.80	\$ 60,278.40	\$ 61,484.80
130	\$ 23.51	\$ 23.98	\$ 24.46	\$ 24.95	\$ 25.45	\$ 25.96	\$ 26.48	\$ 27.01	\$ 27.55	\$ 28.10	\$ 28.66	\$ 29.23	\$ 29.81	\$ 30.41	\$ 31.02
	\$ 48,900.80	\$ 49,878.40	\$ 50,876.80	\$ 51,896.00	\$ 52,936.00	\$ 53,996.80	\$ 55,078.40	\$ 56,180.80	\$ 57,304.00	\$ 58,448.00	\$ 59,612.80	\$ 60,798.40	\$ 62,004.80	\$ 63,252.80	\$ 64,521.60
135	\$ 24.69	\$ 25.18	\$ 25.68	\$ 26.19	\$ 26.71	\$ 27.24	\$ 27.78	\$ 28.34	\$ 28.91	\$ 29.49	\$ 30.08	\$ 30.68	\$ 31.29	\$ 31.92	\$ 32.56
	\$ 51,355.20	\$ 52,374.40	\$ 53,414.40	\$ 54,475.20	\$ 55,556.80	\$ 56,659.20	\$ 57,782.40	\$ 58,947.20	\$ 60,132.80	\$ 61,339.20	\$ 62,566.40	\$ 63,814.40	\$ 65,083.20	\$ 66,393.60	\$ 67,724.80
140	\$ 25.92	\$ 26.44	\$ 26.97	\$ 27.51	\$ 28.06	\$ 28.62	\$ 29.19	\$ 29.77	\$ 30.37	\$ 30.98	\$ 31.60	\$ 32.23	\$ 32.87	\$ 33.53	\$ 34.20
	\$ 53,913.60	\$ 54,995.20	\$ 56,097.60	\$ 57,220.80	\$ 58,364.80	\$ 59,529.60	\$ 60,715.20	\$ 61,921.60	\$ 63,169.60	\$ 64,438.40	\$ 65,728.00	\$ 67,038.40	\$ 68,369.60	\$ 69,742.40	\$ 71,136.00
145 / P3 / F1	\$ 27.22	\$ 27.76	\$ 28.32	\$ 28.89	\$ 29.47	\$ 30.06	\$ 30.66	\$ 31.27	\$ 31.90	\$ 32.54	\$ 33.19	\$ 33.85	\$ 34.53	\$ 35.22	\$ 35.92
	\$ 56,617.60	\$ 57,740.80	\$ 58,905.60	\$ 60,091.20	\$ 61,297.60	\$ 62,524.80	\$ 63,772.80	\$ 65,041.60	\$ 66,352.00	\$ 67,683.20	\$ 69,035.20	\$ 70,408.00	\$ 71,822.40	\$ 73,257.60	\$ 74,713.60
150 / P4 / F2	\$ 28.58	\$ 29.15	\$ 29.73	\$ 30.32	\$ 30.93	\$ 31.55	\$ 32.18	\$ 32.82	\$ 33.48	\$ 34.15	\$ 34.83	\$ 35.53	\$ 36.24	\$ 36.96	\$ 37.70
	\$ 59,446.40	\$ 60,632.00	\$ 61,838.40	\$ 63,065.60	\$ 64,334.40	\$ 65,624.00	\$ 66,934.40	\$ 68,265.60	\$ 69,638.40	\$ 71,032.00	\$ 72,446.40	\$ 73,902.40	\$ 75,379.20	\$ 76,876.80	\$ 78,416.00
155	\$ 30.01	\$ 30.61	\$ 31.22	\$ 31.84	\$ 32.48	\$ 33.13	\$ 33.79	\$ 34.47	\$ 35.16	\$ 35.86	\$ 36.58	\$ 37.31	\$ 38.06	\$ 38.82	\$ 39.60
	\$ 62,420.80	\$ 63,668.80	\$ 64,937.60	\$ 66,227.20	\$ 67,558.40	\$ 68,910.40	\$ 70,283.20	\$ 71,697.60	\$ 73,132.80	\$ 74,588.80	\$ 76,066.40	\$ 77,604.80	\$ 79,164.80	\$ 80,745.60	\$ 82,368.00
160 / F3	\$ 31.51	\$ 32.14	\$ 32.78	\$ 33.44	\$ 34.11	\$ 34.79	\$ 35.49	\$ 36.20	\$ 36.92	\$ 37.66	\$ 38.41	\$ 39.18	\$ 39.96	\$ 40.76	\$ 41.58
	\$ 65,540.80	\$ 66,851.20	\$ 68,182.40	\$ 69,555.20	\$ 70,948.80	\$ 72,363.20	\$ 73,819.20	\$ 75,296.00	\$ 76,793.60	\$ 78,332.80	\$ 79,892.80	\$ 81,494.40	\$ 83,116.80	\$ 84,780.80	\$ 86,486.40
165 / P5	\$ 33.09	\$ 33.75	\$ 34.43	\$ 35.12	\$ 35.82	\$ 36.54	\$ 37.27	\$ 38.02	\$ 38.78	\$ 39.56	\$ 40.35	\$ 41.16	\$ 41.98	\$ 42.82	\$ 43.68
	\$ 68,827.20	\$ 70,200.00	\$ 71,614.40	\$ 73,049.60	\$ 74,505.60	\$ 76,003.20	\$ 77,521.60	\$ 79,081.60	\$ 80,662.40	\$ 82,284.80	\$ 83,928.00	\$ 85,612.80	\$ 87,318.40	\$ 89,065.60	\$ 90,854.40
170	\$ 36.40	\$ 37.13	\$ 37.87	\$ 38.63	\$ 39.40	\$ 40.19	\$ 40.99	\$ 41.81	\$ 42.65	\$ 43.50	\$ 44.37	\$ 45.26	\$ 46.17	\$ 47.09	\$ 48.03
	\$ 75,712.00	\$ 77,230.40	\$ 78,769.60	\$ 80,350.40	\$ 81,952.00	\$ 83,595.20	\$ 85,259.20	\$ 86,964.80	\$ 88,712.00	\$ 90,480.00	\$ 92,289.60	\$ 94,140.80	\$ 96,033.60	\$ 97,947.20	\$ 99,902.40
175	\$ 40.04	\$ 40.84	\$ 41.66	\$ 42.49	\$ 43.34	\$ 44.21	\$ 45.09	\$ 45.99	\$ 46.91	\$ 47.85	\$ 48.81	\$ 49.79	\$ 50.79	\$ 51.81	\$ 52.85
	\$ 83,283.20	\$ 84,947.20	\$ 86,652.80	\$ 88,379.20	\$ 90,147.20	\$ 91,956.80	\$ 93,787.20	\$ 95,659.20	\$ 97,572.80	\$ 99,528.00	\$ 101,524.80	\$ 103,563.20	\$ 105,643.20	\$ 107,764.80	\$ 109,928.00
180	\$ 44.04	\$ 44.92	\$ 45.82	\$ 46.74	\$ 47.67	\$ 48.62	\$ 49.59	\$ 50.58	\$ 51.59	\$ 52.62	\$ 53.67	\$ 54.74	\$ 55.83	\$ 56.95	\$ 58.09
	\$ 91,603.20	\$ 93,433.60	\$ 95,305.60	\$ 97,219.20	\$ 99,153.60	\$ 101,129.60	\$ 103,147.20	\$ 105,206.40	\$ 107,307.20	\$ 109,449.60	\$ 111,633.60	\$ 113,859.20	\$ 116,126.40	\$ 118,456.00	\$ 120,827.20
185	\$ 48.44	\$ 49.41	\$ 50.40	\$ 51.41	\$ 52.44	\$ 53.49	\$ 54.56	\$ 55.65	\$ 56.76	\$ 57.90	\$ 59.06	\$ 60.24	\$ 61.44	\$ 62.67	\$ 63.92
	\$ 100,755.20	\$ 102,772.80	\$ 104,832.00	\$ 106,932.80	\$ 109,075.20	\$ 111,259.20	\$ 113,484.80	\$ 115,752.00	\$ 118,060.80	\$ 120,432.00	\$ 122,844.80	\$ 125,299.20	\$ 127,795.20	\$ 130,353.60	\$ 132,953.60
190	\$ 53.28	\$ 54.35	\$ 55.44	\$ 56.55	\$ 57.68	\$ 58.83	\$ 60.01	\$ 61.21	\$ 62.43	\$ 63.68	\$ 64.95	\$ 66.25	\$ 67.58	\$ 68.93	\$ 70.31
	\$ 110,822.40	\$ 113,048.00	\$ 115,315.20	\$ 117,624.00	\$ 119,974.40	\$ 122,366.40	\$ 124,820.80	\$ 127,316.80	\$ 129,854.40	\$ 132,454.40	\$ 135,096.00	\$ 137,800.00	\$ 140,566.40	\$ 143,374.40	\$ 146,244.80
195	\$ 58.61	\$ 59.78	\$ 60.98	\$ 62.20	\$ 63.44	\$ 64.71	\$ 66.00	\$ 67.32	\$ 68.67	\$ 70.04	\$ 71.44	\$ 72.87	\$ 74.33	\$ 75.82	\$ 77.34
	\$ 121,908.80	\$ 124,342.40	\$ 126,838.40	\$ 129,376.00	\$ 131,955.20	\$ 134,596.80	\$ 137,280.00	\$ 140,025.60	\$ 142,833.60	\$ 145,683.20	\$ 148,595.20	\$ 151,569.60	\$ 154,606.40	\$ 157,705.60	\$ 160,867.20
200	\$ 65.64	\$ 66.95	\$ 68.29	\$ 69.66	\$ 71.05	\$ 72.47	\$ 73.92	\$ 75.40	\$ 76.91	\$ 78.45	\$ 80.02	\$ 81.62	\$ 83.25	\$ 84.92	\$ 86.62
	\$ 136,531.20	\$ 139,256.00	\$ 142,043.20	\$ 144,892.80	\$ 147,784.00	\$ 150,737.60	\$ 153,753.60	\$ 156,832.00	\$ 159,972.80	\$ 163,176.00	\$ 166,441.60	\$ 169,769.60	\$ 173,160.00	\$ 176,633.60	\$ 180,169.60
205	\$ 80.08	\$ 81.68	\$ 83.31	\$ 84.98	\$ 86.68	\$ 88.41	\$ 90.18	\$ 91.98	\$ 93.82	\$ 95.70	\$ 97.61	\$ 99.56	\$ 101.55	\$ 103.58	\$ 105.65
	\$ 166,566.40	\$ 169,894.40	\$ 173,284.80	\$ 176,758.40	\$ 180,294.40	\$ 183,892.80	\$ 187,574.40	\$ 191,318.40	\$ 195,145.60	\$ 199,056.00	\$ 203,028.80	\$ 207,084.80	\$ 211,224.00	\$ 215,446.40	\$ 219,752.00