

ATTACHMENT A

PURPOSE – The proposed amendments to Sections 9, 10, 11, 18 and 19 are designed to update and streamline the Pay Ordinance by accurately reflecting and improving current City practices with regards to merit increases, special merit increases, premium pay, accrued sick leave payout, and promotions.

New language to be included in the Pay Ordinance is identified in all capital letters. Deletions are indicated by strikethrough. For convenience all amendments, including formatting changes, are highlighted in yellow.

Proposed language is as follows:

SECTION 9. Anniversary Dates

For the purpose of this ordinance, anniversary date refers to the salary review date.

- (a) All employees appointed or entered at the beginning step of the pay grade of a classification for each fiscal year, upon successful completion of six (6) months of full-time employment, may be advanced to the next step in the pay grade for their respective classifications, and this shall become the anniversary date for additional pay increases. The provisions of this paragraph do not apply to Executive and Middle Management employees.
- (b) The anniversary date of employees hired at a step above the beginning step shall be the date on which they were hired.
- (c) The effective date for merit increases for employees covered under (a) and (b) shall be on the anniversary date.
- (d) An employee on a continuous leave of absence of thirty (30) working days or longer, whether such leave is paid or unpaid, shall have the anniversary date adjusted to account for the period of absence from the thirtieth day until the employee's return to work. This provision does not apply when the leave involved is military leave, unless the employee is probationary and has been on probation for less than nine months.
- ~~(e) Anniversary dates shall be adjusted upon the granting of a special merit pay increase pursuant to Section 10(x).~~

SECTION 10. Merit Increases

In recognition of continued meritorious service, full-time employees become eligible to be considered for a merit pay increase on each anniversary date until they have advanced to the maximum step in their pay grade. Employees eligible for merit increases shall be advanced one step in the pay grade in accordance with this section only upon approval of the department head or the City Manager. Except that:

- (a) Employees designated as Executive and Middle Management and assigned to executive and middle management compensation grades may

be advanced within their assigned pay grade by the City Manager based upon periodic review of the individual employee's work performance.

- (b) Employees designated as Council Office Staff and assigned to council office staff compensation grades may be advanced within their assigned pay grade by the Executive Assistant to City Council based upon periodic review of the individual employee's work performance.
- (c) All Police Officers who enter that rank at Step 4 or above may be eligible for a merit increase at twelve (12) months from the date of hire or date of promotion to Police Officer and this shall become the anniversary date for additional pay increases.
- (d) Sworn employees in the classifications of Police Sergeant and Police Lieutenant, who meet performance expectations and have not already reached the top step of the pay range, will receive a one-step merit increase when they have completed twenty (20) years of continuous service with the Phoenix Police Department. The effective date of the one-step merit pay increase shall become the anniversary date for future merit pay increases.
- (e) Sworn employees in the classification of Firefighter paid at Step 1 upon graduation from the academy shall be considered for a merit pay increase six months after graduation from the academy; and this shall become the anniversary date for additional pay increases.
- (f) Firefighters on assignment to Paramedic will be paid at a step between Steps 21 and 25 of the Firefighter pay grade.
- (g) Firefighters assigned to Special Operations and the ARFF program shall be paid at a step between Steps 31 and 39 of the Firefighter pay grade.
- (h) Firefighters assigned to both Paramedic and Special Operations will be paid at a step between Steps 51 and 55 of the Firefighter pay grade.
- (i) Firefighters assigned to both the Hazardous Materials (HMT) and the Technical Rescue (TRT) programs shall be paid at a step between Steps 61 and 69 of the Firefighter pay grade.
- (j) Firefighters assigned to Paramedic, Hazardous Materials (HMT), and Technical Rescue (TRT) will be paid at a step between Steps 81 and 85 of the Firefighter pay grade.
- (k) Fire Engineers may enter the classification at Step 1 of the grade. A Fire Engineer entering the pay grade at Step 1 will be considered for a merit pay increase six months after promotion and then at one and one-half

years after promotion. Fire Engineers entering the pay grade above Step 1 will be considered for a merit pay increase on their anniversary date until they have advanced to Step 3.

- (l) Fire Engineers assigned as Paramedics will be paid at Steps 21 and 22, and will be considered for a merit pay increase on their anniversary date until they have advanced to Step 22.
- (m) Fire Engineers assigned as Special Operations will be paid at Steps 31 and 32, and will be considered for a merit pay increase on their anniversary date until they have advanced to Step 32.
- (n) Fire Engineers assigned to both Special Operations and Paramedic will be paid at Steps 51 and 52, and will be considered for a merit pay increase on their anniversary date until they have advanced to Step 52.
- (o) Fire Engineers assigned to both the Hazardous Materials (HMT) and the Technical Rescue (TRT) programs shall be paid at Steps 61 and 62 of the Fire Engineer pay grade, and will be considered for a merit pay increase on their anniversary date until they have advanced to Step 62.
- (p) Fire Engineers assigned to Paramedic, Hazardous Materials (HMT), and Technical Rescue (TRT) will be paid at Steps 81 and 82, and will be considered for a merit pay increase on their anniversary date until they have advanced to Step 82.
- (q) Fire Captains will enter the classification at Step 8 of the grade and will be considered for a merit pay increase on their anniversary date until they have advanced to Step 10.
- (r) Fire Captains assigned as Paramedics will be paid at a step between Steps 21 and 23, and will be considered for a merit pay increase on their anniversary date until they have advanced to Step 23 of the pay grade.
- (s) Fire Captains assigned as Special Operations will be paid at a step between Steps 31 and 33, and will be considered for a merit pay increase on each anniversary date until they have advanced to Step 33 of the pay grade.
- (t) Fire Captains assigned to both Special Operations and Paramedic will be paid at a step between Steps 51 and 53, and will be considered for a merit pay increase on each anniversary date until they have advanced to Step 53 of the pay grade.
- (u) Fire Captains assigned to both the Hazardous Materials (HMT) and the Technical Rescue (TRT) programs shall be paid at a step between Steps

61 and 63 of the Fire Captain pay grade, and will be considered for a merit pay increase on their anniversary date until they have advanced to Step 63.

- (v) Fire Captains assigned to Paramedic, Hazardous Materials (HMT), and Technical Rescue (TRT) will be paid at a step between Steps 81 and 83, and will be considered for a merit pay increase on their anniversary date until they have advanced to Step 83.
- (w) Part-time employees, excluding seasonal employees, may be considered for advancement from pay Step 1 to pay Step 2 after completing one thousand forty (1,040) hours of work at Step 1. Advancement from pay Step 2 to pay Step 3 and each subsequent step in a grade may be considered after working two thousand eighty (2,080) hours at each step. Part-time employees, upon returning from military leave, will be given credit for working the average number of hours they would normally have worked during the time of leave.
- (x) It is further provided that a special merit pay increase for superior performance or a step adjustment for unusual circumstances may be granted at lesser intervals for any employee, upon recommendation of the employee's department head and approval of the City Manager HUMAN RESOURCES DIRECTOR. ~~The effective date of the special merit pay increase or step adjustment shall become the anniversary date for future merit pay increases.~~

SECTION 11. Assignment Pay, Differential, Standby and Other

Additional Compensation

- (a) Rules for designated holidays and premium pay shall be established by administrative regulations, applicable Memoranda of Understanding and applicable Memoranda of Agreement.
- (b) Employees shall receive the assignment pay provided for certain classifications for each fiscal year only during the period they are working on these assignments. Employees shall receive an immediate one-step increase upon entering assignments, regardless of the number of steps in the differential above the base classification. An employee in an assignment will be eligible to receive productivity enhancement pay at the time the employee would have received productivity enhancement pay had the employee stayed in the base classification, even though the employee may not yet be at top step in the assignment.
- (c) In cases of assignments in Public Safety Middle Management or Executive category classifications, employees shall receive a pay rate that is a

minimum of 5% higher than their current rate, but not higher than the maximum pay rate of the new pay grade, using a formula established by the Human Resources Director.

- (d) Sworn employees at the rank of Police Officer who are Field Training Officers or who the department selects to conduct department-approved officer field training will receive an additional 5% of their regular pay rate for each day they are assigned to an officially authorized field training position. Employees assigned to train an officer-in-training in traffic/DUI enforcement will receive 5% training pay for each day the employee actually trains. Employees assigned as Canine Unit Training Officers will receive 5% training pay for each day they are assigned to an officially authorized Canine Unit Trainer position.
- (e) Sworn employees at the rank of Police Sergeant who are Field Training Officers or who the department selects to conduct department-approved officer field training will receive an additional 5% of their regular pay rate for each day they are assigned to an officially authorized field training position.
- (f) Employees working in positions which, because of unusual hours, should receive extra compensation may receive a shift differential as provided by administrative regulation.
- (g) Certain Unit 2 employees required by the City to maintain a Commercial Driver License (CDL) as a secondary part of their regular position duties shall receive an additional twenty cents (\$0.20) per hour.
- (h) Unit 3 and Confidential Office and Clerical employees who are authorized, certified, and required by management to use a language other than English to conduct official City business may receive bilingual pay as provided by administrative regulation.
- (i) Phoenix Firefighters Association Unit 5 employees who speak Spanish to conduct official City business may receive bilingual pay as provided by administrative regulation.
- (j) Municipal Court employees performing legal, verbatim, and formal translation duties may receive bilingual pay as provided by administrative regulation.
- (k) Qualified sworn personnel in the Police Department who are requested to perform verbal interpretation or written translation in a language other than English, or signing activities, while conducting police-related investigations may receive bilingual pay of ten dollars (\$10.00) per hour as provided by administrative regulation.

- (l) Certified/registered Unit 1 employees who are assigned to continuous, non-incidental application of herbicides or pesticides may receive premium pay of fifty cents (\$0.50) per hour.
- (m) Certified/registered Unit 2 employees who are assigned to continuous, non-incidental application of herbicides or pesticides may receive premium pay of fifty cents (\$0.50) per hour.
- (n) Any Communication Dispatcher assigned to the Aviation Department and Police Communications Operator assigned Radio/911 who is selected by their Department to conduct department approved field training will be paid a one-step differential or a minimum of three percent (3%) of base wages, whichever is higher, for those hours actually spent training other staff members.
- (o) Trained and certified employees in the classifications of User Technology Specialist, Senior User Technology Specialist, and Lead User Technology Specialist may receive a per diem of fifty dollars (\$50.00) when required to climb wireless communication towers in the performance of their assigned duties.
- (p) Fire Management Command Officers who are assigned to and work in the Constant Staffing Program may receive a monthly premium pay as provided by administrative regulation.
- (q) The City Manager is authorized to provide for a weekly premium payment of up to two hundred fifty dollars (\$250.00) ~~in extreme situations requiring extraordinary work efforts by~~ **TO** exempt employees **TAKING ON SUBSTANTIAL SPECIAL PROJECTS, PROJECTS OR EVENTS REQUIRING SIGNIFICANT EXTENDED HOURS OR WEEKENDS, OR CONSIDERABLE ADDITIONAL DUTIES DUE TO STAFFING SHORTAGES, UPON RECOMMENDATION OF THE EMPLOYEE'S DEPARTMENT HEAD AND APPROVAL OF THE HUMAN RESOURCES DIRECTOR AS PROVIDED BY ADMINISTRATIVE REGULATION.**
- (r) Exempt personnel may receive **ADDITIONAL premium** pay, as provided by administrative regulation, for performance of their usual City duties in catastrophic field conditions in extreme and protracted emergency events involving a state or federal non-military deployment in which circumstances do not permit normal work and rest cycles. For an employee to be eligible for the **ADDITIONAL premium payment**, the deployment must be **pre-**approved by the department head and City Manager. The deployment must exceed **FORTY (40) CONTINUOUS HOURS five days** and the payment amount will be determined based on a formula determined by the Human Resources Director **AND SHALL BE CONSISTENT FOR ALL**

PERSONNEL DEPLOYED. Such payment may be approved only if it meets all reimbursement guidelines specified by the state or federal agency ~~and will be limited to a 14-day maximum.~~

- (s) Specific employees recruited or trained in specific advanced information technology fields, as such employees and job fields are approved by the Chief Information Officer, Human Resources Director, and City Manager, may receive specialty skills premium pay not to exceed 10% of base salary as provided by administrative regulation. Such premium shall not be paid for a period longer than the time the employee is working on the designated project, and which period shall commence following recruitment or training as the case may be. The employee receiving premium pay shall agree in writing to repay the City for such training or recruitment costs, should the employee terminate City employment during the first two years of receiving premium pay. Such reimbursement shall be computed on a declining balance over the period of time the employee received premium pay, and shall be due upon leaving City employment. The reimbursement shall be deducted from any final compensation paid to the employee.
- (t) Compensation for employees who are assigned to standby duty shall be calculated at a rate which, over a twenty-four (24) hour period, shall not exceed the prevailing federal or state minimum hourly wage, whichever is higher.
- (u) Sworn Police Officers below the rank of Sergeant and Unit 3 employees assigned to court standby shall receive the following:
 - 1. Sworn Police Officers below the rank of Sergeant, may receive two (2) hours of pay at one and one-half (1-1/2) times the base hourly rate for court dockets scheduled before 12:00 p.m. (noon), and an additional two (2) hours of pay at one and one-half (1-1/2) times the base hourly rate for court dockets scheduled after 12:00 p.m. (noon). If an employee is required to remain on standby after 12:00 p.m. (noon), the employee may receive an additional one (1) hour of pay at one and one-half (1-1/2) times the base hourly rate of pay. For each day a court proceeding continues in session and the officer remains subject to call, the employee may be entitled to court standby compensation as provided in this paragraph.
 - 2. Twenty-five dollars (\$25.00) per day for Unit 3 employees as provided in Unit 3 Memorandum of Understanding.
- (v) Sworn Police Supervisory and Professional employees of the rank of Sergeant assigned to court standby may receive two (2) hours of pay at one and one-half (1-1/2) times the base hourly rate for court dockets scheduled before 12:00 p.m. (noon), and an additional two (2) hours of pay

at one and one-half (1-1/2) times the base hourly rate for court dockets scheduled after 12:00 p.m. (noon).

- (w) The City Manager is authorized to provide out-of-class pay differential to employees, as provided by administrative regulation.
- (x) The City Manager is authorized to award additional vacation leave to an Executive whose annual vacation accrual rate is twelve (12) days or less, when it is in the best interest of the City as determined by the City Manager.

SECTION 18. Retirement, Pensions, Termination, Death Benefits

- (a) Sworn Public Safety personnel may receive a cash lump sum payment for accrued sick leave as provided by administrative regulation.
- (b) The City Manager is authorized to establish guidelines to have a portion of accumulated sick leave hours at retirement converted to service credit under the City of Phoenix Employees' Retirement Plan or converted to an employer contribution to the 401(a) Defined Contribution Plan.
- (c) The City Manager is authorized to provide a retirement incentive for retirement eligible employees who occupy positions affected by a City Council approved reduction in force and who meet the requirements of a City Council approved incentive plan, as established in administrative regulation.
- (d) The City Manager is authorized to provide for the payment of severance pay to certain employees as established in administrative regulation.
- (e) The City Manager is authorized to grant a partial benefit package to employees who occupy full-time regular positions at the time their positions are reduced by the City to less than full-time because of funding limitations.
- (f) The City Manager is authorized to pay all **OR A PORTION OF** accrued sick leave to an Executive or Middle Manager employee when it is in the best interest of the City for the involuntary separation of the employee from City employment.
- (g) The City Manager is authorized to grant the following:
 - 1. Police Officers, upon approval of the Police Chief, may purchase, at the time of retirement or medical retirement, their breast badge

mounted on a plaque, their retired flat badge and holder, and a specified duty weapon for one dollar (\$1.00); and

2. Within thirty (30) days of death, the spouse or adult survivor of a Police Officer who has died in the line of duty may elect to receive the deceased officer's breast badge mounted on a plaque, and the department issued service weapon for one dollar (\$1.00).
- (h) The City Manager is authorized to grant the continuation of health insurance coverage for eligible surviving dependents of a City employee who has died in the line of duty with the City as specified by administrative regulation and in accordance with applicable Memoranda of Understanding or applicable Memoranda of Agreement.
 - (i) The City Manager is authorized to provide that, upon the in-line-of-duty death or death resulting from an in-line-of-duty injury of any City employee, the City will pay the full cash value of the accrued sick leave existing at the time of the employee's death.
 - (j) The City Manager is authorized to provide that, upon the death of a Unit 2 employee while on active work status or on an approved leave status, the City will pay the full cash value of the accrued sick leave existing at the time of the employee's death. Paid leave status, as the term is used in this paragraph, excludes retired employees, employees on suspension, and employees on long-term disability or unpaid leave.
 - (k) The City Manager is authorized to provide that, upon the death of a Unit 3 employee while on active work status or on an approved leave status, the City will pay the full cash value of the accrued sick leave existing at the time of the employee's death. Paid leave status, as the term is used in this paragraph, excludes retired employees, employees on suspension, and employees on long-term disability or unpaid leave.
 - (l) The City Manager is authorized to provide that, upon the death of a sworn Police employee while on active work status or on an approved leave status, the City will pay the full cash value of the accrued sick leave existing at the time of the employee's death. Paid leave status, as the term is used in this paragraph, excludes retired employees, employees on suspension, and employees on long-term disability or unpaid leave.

SECTION 19. Promotion

The following rules concerning promotions shall apply to employees:

- (a) Upon promotion to another classification as a result of competitive appointment, an employee shall receive a rate of pay at least one step

higher than before such action, unless a greater increase is necessary to put the employee's pay at the first step of the new grade. A department head may authorize a promotional increase up to the median step of the pay grade after conducting an analysis with Human Resources. The City Manager and Human Resources Director may authorize a promotional increase above the median step of the pay grade in the event of labor market requirements or due to the unusual qualifications of a candidate. In cases where a pay grade has an even number of steps, the larger value shall be used as the median. The provisions of this paragraph shall not apply to individuals entering the classifications of Police Recruit and Firefighter, Assign: Recruit. Upon promotion, employees who are receiving productivity enhancement pay shall be moved to at least that step of the new grade which corresponds the closest to their combined base pay and previous productivity enhancement amount. In no event will it result in a decrease from that combined amount. Placement in the new grade will be limited to the maximum step in the grade. If a promotion results in only a maximum possible one-grade increase, and the incumbent is already at top step, he/she will be moved to the top step in the new grade. Eligibility for productivity enhancement pay or credit toward qualifying for productivity enhancement pay will not be affected. Where the promoted position is designated as supervisory, any entitlement to supervisory differential shall be governed by Section 19(f).

- (b) Employees eligible to be considered for a merit pay increase within one hundred eighty (180) calendar days of the effective date of a promotion shall be entitled to receive both the merit increase and the promotional increase.
- (c) In cases of promotions into Middle Management or Executive category classifications, employees shall receive a pay rate which is a minimum of 5% higher than their current rate, but not higher than the maximum pay rate of the new pay grade.
- (d) In cases of promotions into Public Safety Middle Management or Executive category classifications, employees shall receive a pay rate which is a minimum of 5% higher than their current rate, but not higher than the maximum pay rate of the new pay grade, using a formula established by the Human Resources Director.
- (e) Part-time or job share employees who have worked at least one thousand forty (1,040) hours since their last merit increase and are promoted into a full-time position shall be entitled to receive both the merit increase and the promotional increase.
- (f) An employee hired or promoted into a position responsible for regularly supervising employees shall receive one additional step increase above the hiring rate or normal promotional increase, if he/she regularly supervises a

higher paid subordinate. The additional step increase shall not apply in the following cases: the supervisor laterally transfers into a situation where a subordinate is higher paid; a higher paid subordinate rotates to the supervisor's work group; a higher paid subordinate is hired after the supervisor is hired or promoted; the subordinate is being paid higher than the salary range [Y-rated pursuant to the provisions of Section 20(b)]; the subordinate is higher paid due to receiving special assignment pay; the subordinate is higher paid due to specialized technical skills as determined by the Human Resources Director. The applicability of this provision shall be determined by the Human Resources Director. This section does not apply to Middle Management or Executive employees.

- (g) Employees entitled to receive a one-step increase above their promotional pay because they supervised a higher paid subordinate shall be entitled to retroactive pay if an administrative error occurred or processing the additional step increase was omitted. The adjustment to the employee's pay step and retroactive payment shall be made as soon as reasonable after notification to the Human Resources Department, pursuant to the provisions of Section 24.
- (h) In Public Safety promotions, employees promoted to a supervisory position shall receive a rate of pay that is at least one step higher than the maximum base rate of pay of the highest paid sworn rank they may supervise, excluding any special assignment pay in the lower rank and excluding any employees paid higher than the salary range [Y-rated pursuant to the provisions of Section 20(b)]. In cases of promotions from Police Sergeant to Police Lieutenant, employees receiving a pay increase of less than 3% shall have their merit increase date set six (6) months from the date of promotion.
- (i) In cases of promotions into the sworn classifications of Police Sergeant and Police Lieutenant, employees who at the time of promotion have already completed a minimum of twenty (20) years of continuous service with the Phoenix Police Department shall receive one additional pay step above regular promotional calculations, but not higher than the maximum pay rate of the new pay grade.
- (j) Employees who receive a promotion to a higher classification ~~in a different unit~~ and receive a pay increase of less than 3% shall have their merit increase date set six (6) months from the date of promotion.