

Art. 11	City TA	FPSU TA		Date
Ver. 2	<i>LM</i>	<i>RS</i>		<i>2-7-22</i>

ARTICLE 11

PAY

11.1 Labor Grades and Classification Assignments

Employees in classifications covered by this Agreement shall be assigned labor grades as set forth in Appendix "A" of this Article. The Employer may update Appendix "A" if the parties agree that other job classifications should be included in or excluded from the bargaining unit.

11.2 General Wage Increase

~~Employees covered by this Agreement shall receive a three percent (3%) general wage increase effective the first payroll beginning dates of fiscal years 2021+2 and 2023. The parties agree to re-open this Section of the bargaining agreement to bargain possible general wage increases for fiscal years 2022 and 2023.~~

11.3 Progression Increases and Pay Adjustments

Effective the first payroll beginning date of fiscal year 2022, and continuing until the expiration of this Agreement, any eligible Professional (PRO) employee who is not at the maximum pay rate for his/her job classification shall receive a three percent (3%) progression pay increase on his/her respective classification anniversary date.

This progression pay increase shall not place an employee's pay above the maximum pay rate for the respective classification. However, an employee shall receive the portion of the progression pay increase that will place the employee at the maximum pay rate for the classification.

Employees eligible for the pay increase shall include any employee who is not at the maximum pay rate for the classification; and who

- a. has not received formal discipline within the twelve (12) months preceding the employee's classification date for the following City Code of Conduct violations:
 - i. Two (2) Employee Notices that include a Group I, Rule #14 Chronic Tardiness and/or Rule #15 Chronic Absenteeism or a combination thereof;
 - or
 - ii. Two (2) Employee Notices that include a Group II rule violation; or
 - iii. One (1) Employee Notice that includes a Group III rule violation.
- b. is not on a Performance Improvement Plan (PIP). Although such employees are not eligible to receive the progression increase while on a PIP, they may become eligible for the progression pay increase upon the successful completion of that PIP.

11.4 Performance Increases and Pay Adjustments

The Employer reserves the right to give performance-based increases or pay adjustments on a case by case basis with the consent of the Union via memoranda of understanding. Such increases or adjustments shall not be made arbitrarily and shall be based on reasons including, but not limited to, employee retention, merit, increases in education and/or certifications and licensure, pay incongruities, etc. The Union agrees it will not unreasonably withhold consent to these adjustments and will respond in writing to the Employer within fifteen (15) calendar days about whether or not the Union is in agreement with the increase or adjustment. If the Union does not respond within the fifteen (15) days, the Union will be deemed to have consented to the adjustment or increase and the Employer may move forward with the increase or adjustment as proposed.

11.5 Incentive Pay and Non-Competitive Promotions

- A. All promotional appointments within the classifications covered by this Agreement shall be made on the basis of fitness as determined by competitive examination, except when an employee receives a promotion or adjustment as a result of a job audit per Article 4, Section 8 of this Agreement.
- B. The City will provide the following incentive increases to the base pay of employees working within the positions outlined in this section as follows:
 - 1. One hundred fifteen dollars and thirty-eight cents (\$115.38) paid bi-weekly for any Planner I, II or III or Urban Design and Development Coordinator who achieves and maintains the AICP certification through the American Planning Association (APA);
 - 2. One hundred fifteen dollars and thirty-eight cents (\$115.38) for any Economic Development Officer, Economic Development Analyst, Economic Development Coordinator, or Economic Development Specialist who achieves and maintains the CECd certification from the International Economic Development Council (IEDC);
 - 3. Thirty-eight dollars and forty-six cents (\$38.46) bi-weekly for any Planner I, II or III within the Planning and Development Services Department who achieves certification as an ISA Certified Arborist; and
 - 4. An additional thirty-eight dollars and forty-six cents (\$38.46) for any Planner I, II or III within the Planning and Development Services Department who is designated an ISA Certified Arborist and achieves certification as an ISA Certified Arborist Municipal.
 - 5. Only those employees who have achieved these certifications on or after October 1, 2016 are eligible for the increases outlined in this section.

6. Failure to maintain any of the certifications outlined in this section will result in loss of the corresponding incentive pay.
- C. The Office of the City Auditor will provide an incentive increase to the base pay of an Auditor or Senior Auditor working within that department as follows:
1. A five percent (5%) increase for certification as a Certified Public Accountant (CPA);
 2. A four percent (4%) increase for certification as a Certified Internal Auditor (CIA);
 3. A five percent (5%) increase for certification as a Certified Information Systems Auditor (CISA);
 4. A two point five percent (2.5%) increase for certification as a Certified Fraud Examiner (CFE); and
 5. A two percent (2%) increase for certification as a Certified Government Auditing Professional (CGAP).
 6. Failure to maintain any of the certifications outlined in this section will result in the employee forfeiting the corresponding incentive increase.
- D. The Finance Department will provide a two percent (2%) increase to the base pay of an Accountant I, II, or III working within that department who obtains any of the following certifications:
1. Certified Public Accountant (CPA);
 2. GFOA Certified Public Finance Officer (CPFO);
 3. FGFOA Certified Government Finance Officer (CGFO); and
 4. Certified Payroll Professional (CPP).

Failure to maintain any of the certifications outlined in this section will result in the employee forfeiting the corresponding incentive increase. Furthermore, the Finance Department may offer to pay for a portion of the study materials and the requisite application or testing fees subject to a repayment agreement that will be executed by the employee and a City representative prior to the outlay of any related expenses.

11.6 Promotional Increase

Unless otherwise stated in this labor agreement, an employee who is promoted to a classification with a higher pay rate shall receive a promotional pay increase of five percent (5%) or the entry pay rate of the classification to which promoted, whichever is greater. If the employee is within three (3) to six (6) months of qualifying for an anniversary date pay increase before the promotion, the employee may, at the discretion of the Department Director, receive up to an additional two percent (2%) pay increase. If the employee has less than three (3) months before qualifying for an anniversary date pay increase, the employee may, at the discretion of the Department Director, receive up to an additional three percent (3%) pay increase. Any additional promotional increases over and above what is outlined above must be consistent with City Rules and Regulations and have prior authorization from the Human Resources Director or designee.

An employee, who takes a voluntary demotion and who does not incur a reduction in pay at the time of demotion, may not be eligible for a promotional increase when that employee is promoted to the next position following the demotion. As an example, an employee who is promoted and receives a five percent (5%) increase and takes a voluntary demotion resulting in either no reduction in pay or a reduction that is less than the five percent (5%), would not be automatically entitled to receive another five percent (5%) increase when the employee receives his/her next promotion depending on the time worked between the demotion and the next promotion, whether the employee is promoting back to the same position, and/or whether not the promotional salary is equitable considering the other employees who are working in the job classification to which the employee is being promoted.