

Art. 18	City TA	FPSU TA	Date
Ver. 2	<i>WJ</i>	<i>RS</i>	2-7-22

Article 18 – Pay

18.1 Labor Grades and Classification Assignments

- A. Classifications covered by this Agreement shall be assigned labor grades as shown in Appendix "A" (Blue Collar Bargaining Unit) and Appendix "C" (White Collar Bargaining Unit).
- B. Labor grade ranges covered by this labor agreement for the Blue Collar Bargaining Unit are shown in Appendix "B" of this Article. Labor grade ranges covered by this labor agreement for the White Collar Bargaining Unit are shown in Appendix "D".

18.2 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 2022 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.~~

18.3 Progression in the Pay Plans

~~The parties agree to re-open this Section of the bargaining agreement to bargain possible progression increases for fiscal years 2022 and 2023.~~

Effective the first payroll beginning date of fiscal year 2022, and continuing until the expiration of this Agreement, any eligible Blue Collar Unit (BCU or BCM) or White Collar Unit (WCU) 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.

18.4 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 increase or adjustment and the Employer may move forward with the increase or adjustment as proposed.

18.5 Promotional Increase

Unless otherwise specified in this labor agreement, an employee who is promoted to a higher paying classification 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 increase before being promoted, the employee may at the discretion of the Department Director, receive up to an additional two percent (2%) increase. If the employee has less than three (3) months before qualifying for an anniversary increase, the employee may, at the discretion of the Department Director, receive up to an additional three percent (3%) increase. Any additional promotional increases over and above what is already outlined in this section 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.

18.6 Incentive Pay - Shift Differential

- A. Employees who work a continuous shift of at least eight (8) hours starting between 1:00 p.m. and 4:00 a.m., and employees who work in the Water Resources

Department who work a continuous shift of at least four (4) hours starting between 1:00 p.m. and 4:00 a.m., shall be eligible for, and paid, a shift differential of one-dollar (\$1.00) per hour for the hours worked on the shift. Day shift employees who are scheduled to work beyond their regular scheduled working hours shall be ineligible to receive the shift differential.

- B. Police Department Communication Center employees who work a continuous shift beginning between the hours of 1:00 p.m. and 9:00 p.m. (evening shift) shall receive a shift differential rate of one dollar and ten cents (\$1.10) per hour for all hours worked. Police Department Communication Center employees who work a continuous shift beginning between the hours of 9:00 p.m. and 4:00 a.m. (night shift), shall receive one dollar and twenty-five cents (\$1.25) per hour for all hours worked.
- C. If an employee is scheduled to work a shift which would qualify the employee for shift differential but uses annual leave, illness leave, bereavement leave, or other leave in which the employee remains on active pay status for a portion of the shift, the shift differential will be paid for the hours of the shift actually worked.

18.7 Inclement Weather Pay

- A. If it is raining when full-time employees (except those on task basis) arrive at check-in location and are unable to perform their duties due to the inclement weather, they are to remain in the check-in location for a maximum of two (2) hours. Then, if the Department Director feels that the rain is likely to continue for a longer period of time, the employees will be excused for the remainder of the day. They will receive pay for three (3) hours that day with the additional hour being considered a bonus, which is not counted toward the computation of overtime.
- B. Should the rain begin after the employees have started to work and the Department Director feels work must be stopped pending cessation of rain, then employees may be kept up to two (2) hours waiting time at the Department Director's discretion and then, if the Department Director feels it will not stop, employees will be excused for the remainder of the day and be paid for time worked, any waiting time, plus a one (1)-hour bonus, which is not counted toward the computation of overtime.
- C. Any bonus time authorized by the Department Director shall be paid at the employee's base straight time hourly rate.
- D. Total time paid will be a minimum guarantee of three (3) hours with a maximum not to exceed the normal hours scheduled for that day.

18.8 Acting Pay

- A. A full-time employee who is assigned to serve as an Acting Supervisor and actually works in that capacity for a minimum of one (1) full shift shall be compensated at the same hourly rate of pay the employee would receive if actually promoted to the supervisory classification with the following exceptions:
1. Full-time employees assigned to the Parking Enforcement Division of the Transportation and Parking Management Department scheduled to work hours in an Acting Supervisor capacity in addition to their normally scheduled hours shall receive acting supervisor pay for the hours so assigned, regardless of whether the employee worked the eight (8)-hour minimum; and
 2. Full-time employees who work in the Police Emergency Communications Division are eligible to receive acting supervisor pay when they are assigned to serve as an Acting Supervisor and actually work in that capacity for a minimum of four (4) hours.
- B. Employees temporarily assigned by the Department Director to work on temporary upgraded assignments or take on a temporary leadership role shall be paid a leadership incentive pay of sixty cents (\$.60) per hour. This incentive shall not be in lieu of any acting pay or acting assignments and will not be available in divisions or work groups wherein there is already a leadworker job classification. The department should rotate these assignments amongst those who are interested in and qualified for this opportunity, and employees shall have the right without repercussions to decline the assignment.
- C. All acting assignments shall be offered on the basis of qualifications for such assignment in the judgment of department Management.
- D. For the purpose of receiving this incentive pay, holidays not worked, annual leave, illness leave, bereavement leave, jury duty leave, military leave, and all other absences from duty shall not be considered as eligible hours worked.

18.9 Training Pay

- A. Police Emergency Communications Division employees in the classification of Complaint Writer, Emergency Radio Dispatcher, and Public Safety Telecommunicator who are assigned as a Communication Training Officer (CTO) shall receive training pay in the amount equivalent to five percent (5%) of the CTO's base rate of pay for each hour assigned up to forty (40) hours per week during the term of this Agreement. This extra-duty pay will be paid bi-weekly to qualified CTOs during each period of assignment, including for any periods of temporary assignment.
- B. A CTO who is temporarily assigned to another unit/duties, or otherwise not actively engaged in supervising or training other employees in the division for two (2)

consecutive pay periods or longer, will not receive training pay until the CTO resumes such training duties.

- C. Employees in the Billing and Collections Department in the classifications of Account Representative, Accounting Technician, Cashier Clerk III, Customer Service Representative and Meter Reader who are assigned by the Department Director or designee as a Billing and Collections trainer shall receive training pay in the amount of sixty cents (\$.60) per hour during such assignment. The Department Director or designee shall have sole authority in decisions regarding the selection and placement of employees into trainer assignments, and the removal from those assignments.
- D. Employees in the Codes Department in the classification of Codes Investigator who are assigned by the Department Director or designee as an investigator trainer shall receive training pay in the amount of sixty cents (\$.60) per hour during such assignment. The Department Director or designee shall have sole authority in decisions regarding the selection and placement of employees into trainer assignments, and the removal from those assignments.

18.10 Miscellaneous

It is agreed that classifications represented by the FPSU that are no longer used and have been deleted from Appendices "A" and "C" shall be reinstated at the equivalent labor grade upon reactivation of the classification in the future.

