

ORDINANCE NO. 47-20

ORDINANCE AMENDING ORDINANCE 81-17 AND APPROVING BENEFITS AND RELATED PROCEDURES FOR CITY EMPLOYEES

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

SECTION 1: Merit, Performance, Step or Time in Grade Pay Increases and Incentive Pay

- A. For non-uniformed employees below the midpoint of the salary grade, a pay for performance evaluation will take place shortly before their position anniversary date:
1. If the employee is meeting job requirements, a step increase will be granted on the position anniversary date.
 2. An additional step increase may be granted if the employee at times exceeds job requirements (an average of 2.0 or better on the attached performance scale in Appendix A). Should the step increases place the salary at or above the midpoint, any pay increase over the midpoint shall be based on the formula found in Section 1. B. (2.) of this Ordinance.
 3. Two additional step increases may be granted if the employee consistently exceeds job requirements (an average of 3.0 on the attached performance scale in Appendix A). Should the step increases place the salary at or above the midpoint, any pay increase over the midpoint shall be based on the formula found in Section 1. B. (1.) of this Ordinance.
 4. No step increase will be granted to an employee evaluated as Progressing to Minimum Requirements. (An average score of less than 1.0 or one or more evaluation category rating of E)
 5. The annual pay increase will be rescinded if the employee is found to need improvement and a decision about the employee's future with the City will be made no later than the time of the evaluation. (An average score of less than 1.0 and one or more evaluation category rating of E)
- B. For non-uniformed employees at or above the midpoint of the salary grade, a pay for performance evaluation will take place shortly before their position anniversary date.
1. Based on the employee's average score, a pay increase of 3% will be granted if the employee consistently exceeds job requirements. The actual percentage will be determined by the attached performance scale in Appendix A and will be adjusted to either one third or two thirds of the total percentage in Appendix A if the employee's first or second step of the increase otherwise placed them above the midpoint.
 2. Based on the employee's average score, a pay increase between 1-3% will be granted if the employee at times exceeds job requirements. The actual percentage will be determined by the attached performance scale in Appendix A and will be adjusted to one half of the total percentage in Appendix A if the employee's first step of the increase otherwise placed them above the midpoint.

3. No additional pay increases will be granted if the employee is evaluated as Meeting Job Requirements.
4. The annual pay increase may be rescinded if the employee is Progressing to Minimum Requirements. (An average score of less than 1.0 or one or more evaluation category rating of E)
5. The annual pay increase will be rescinded if the employee is found to need improvement and a decision about the employee's future with the City will be made no later than the time of the evaluation. (An average score of less than 1.0 and one or more evaluation category rating of E)

While the preceding steps in SECTION 1. A. & B. are listed to illustrate the effect of the pay decisions based on their performance evaluation, Supervisors and Department Heads are encouraged to engage in periodic evaluation discussions with employees. These discussions can be a method to let employees know if they are meeting or exceeding expectations during the year. Supervisors and Department Heads should also address deficient performance issues immediately and not wait until the scheduled evaluation to inform the employee of these problems.

- C. For non-uniformed employees at or above the maximum salary for the grade, no salary increase will be granted if the employee is meeting expectations. A one-time payment that will not become part of the employee's permanent salary may be approved by the City Administrator if the employee consistently exceeds or at times exceeds job requirements. The amount of the one-time payment will follow the same percentages found in Section 1. B. (1.) & B. (2.) of this Ordinance.
- D. For Police uniformed employees, a step increase will be granted if the employee is evaluated as satisfactory regardless of their location on the pay grade until the employee has reached the last step.

No pay increases will be granted, including cost of living, to any employee if they are found to be unsatisfactory on their annual performance evaluation.

- E. For Fire Department uniformed employees, a step increase will be granted if the employee is evaluated as satisfactory regardless of their location on the pay grade until the employee has reached the last step.

No pay increases will be granted, including cost of living, to any employee if they are found to be unsatisfactory in any one evaluation category.

- F. Employees designated by their department director as a language interpreter are eligible for language incentive pay of \$83.34 per month subject to certain conditions and procedures as follows:

Each employee will be required to pass a certification test verifying their ability to speak, listen or sign at the designated competency level required by their department.

The City will pay for the first two certification tests for the designated employee. If the employee fails to pass the certification test on the first two attempts, then it will be the employee's responsibility to pay for any subsequent attempts to achieve certification.

- G. All non-uniformed employees shall receive longevity pay as follows:
1. After the first five (5) years of continuous and uninterrupted service, the sum of \$10.00 shall be added to monthly compensation.
 2. After each five (5) year period of continuous and uninterrupted service thereafter, an additional \$5.00 per month for each said five year periods shall be added provided however, that \$30.00 per month shall be the maximum longevity pay.
- H. Employees designated by their department director as a member of the chlorine emergency response team are eligible for incentive pay of \$100.00 per month subject to certain conditions and procedures as follows: Each employee will be required to initially complete 40 hours of specialized training to be eligible to participate on the chlorine emergency response team. Then each member will be required to complete a minimum of 8 hours of continuing education each year to remain on the chlorine emergency response team.
- I. Employees designated by their position description as a salesperson will be paid a commission of 5% on all sales in excess of their gross sales (excluding contract labor fees) for the same quarter of the previous year subject to certain conditions and procedures as follows: the gross sales amount for the previous year will be determined by the department director of the salesperson eligible to receive the commission.
- J. All non-uniformed employees are eligible for educational bonus pay, subject to certain conditions and procedures as determined by the Human Resources department upon creation of administration of the program, as follows:

<u>Educational Program</u>	<u>Percentage of Total Annual Pay Added as Bonus</u>
Associates Degree	3%
Bachelor's Degree	6%
Master's Degree	7%

SECTION 2: Non-Exempt Non-Uniformed Employees

- A. Shift Differential - a Non-Exempt employee assigned to work a second shift shall receive a shift differential of ten (10) cents per hour for each hour worked beginning with a regularly scheduled shift starting time of 2:00 p.m. and ending before 10:00 p.m. A Non-Exempt employee assigned to work a third shift shall receive a shift differential of fifteen (15) cents per hour for each hour worked beginning with a regularly scheduled shift starting time of 10:00 p.m. and ending before 6:00 a.m.
- B. Mileage Reimbursement - Employees, who on written instructions, use their personal automobile(s) on City business will be reimbursed at the Internal Revenue Service Code rate.

SECTION 3: Exempt Employees Benefits

- A. In addition to any other current contributions, a contribution to the International City Managers Association - Retirement Corporation (ICMA-RC) of one-hundred dollars (\$100) per month will be made for each department head as listed below:

City Administrator	Deputy City Administrator
District Court Clerk	Police Chief
Director of Engineering	Fire Chief
Director of Development Services	Director of Building Services
Director of Human Resources	Director of Finance
Chief Operating Officer, Convention Center	Director of Sanitation
Director of Streets & Traffic Control	City Clerk
Director of Transit	Internal Auditor
Director of Information & Technology Services	Director of Utilities
Director of Parks & Recreation	Prosecuting Attorney
Director of Community Development	Interim Director
Executive Director, A&P	

SECTION 4: Civil Service (uniformed) Employees of the Fire Department

- A. All hourly compensated firefighters shall have a work period of fourteen (14) days (106 hours) and shall be subject to the Section 7(k) exemption of 29 CFR Part 553 application of the Fair Labor Standards Act to Employees of State and Local Governments.
- B. All firefighters shall receive compensation for an additional thirteen (13) days paid as legal holidays in accordance with the provisions of Act 501 of 1987. Compensation for holidays is based on the firefighter's daily rate of pay and is in addition to the regular pay schedule. Holiday compensation is included in the rates of pay provided in the appendix setting forth the Fire Department Pay Schedule attached to the annual ordinance establishing salaries for city employees. The thirteen (13) days of holiday equalization pay shall be prorated and paid during the regular payroll periods. Daily rate of pay for all hourly compensated firefighters is hereby defined for all budgetary purposes of the City of Fort Smith as being one-tenth of the biweekly base pay for the applicable employment grade and range. The biweekly base pay period for all firefighters shall be based on an average of one-hundred-twelve (112) hours worked biweekly.
- C. All firefighters shall be granted annual vacation as follows:
 - After twelve (12) months of continuous and uninterrupted service, 144 hours.
 - After six (6) consecutive years of continuous and uninterrupted service, 168 hours.
 - After ten (10) consecutive years of continuous and uninterrupted service, 192 hours.
 - After fifteen (15) consecutive years of continuous and uninterrupted service, 216 hours.
 - After twenty (20) consecutive years of continuous and uninterrupted service, 240 hours.
 Annual vacation leave shall not be accumulated from calendar year to calendar year.
- D. For administrative convenience, the annual vacation of not less than fifteen (15) days with full pay for Fire Department employees as required by A.C.A. § 14-53-107 and provided in Section 4.C. above is hereafter defined in terms of annual vacation hours as provided in this section. Each three days of annual vacation with full pay provided for in A.C.A. § 14-53-107 and each three days of additional annual vacation granted by Section 4. C. above is deemed to be equal to one scheduled working shift of twenty-four (24) hours. For administrative record keeping of the City, the City Administrator and his designated agents are authorized to maintain records regarding annual vacation leave in terms of scheduled working hours. Using such administrative procedure, the annual vacation provided by Section 4. C. above shall be provided in terms of three (3) calendar days being equal to one (1) working shift of twenty-four (24) hours. For each hour of vacation leave that a firefighter is away from a regularly scheduled work shift, one hour shall be credited against his annual vacation benefit.

- E. The administrative procedures provided in Section 4. D. above shall not be interpreted or construed to enlarge or decrease the current vacation leave benefit provided by A.C.A. § 14-53-107 and this Ordinance.
- F. Sick leave for firefighters shall accumulate at a rate of 360 hours per year beginning with the date of employment and decreasing to 288 hours per year beginning four (4) years after employment. Unused sick leave shall accumulate to firefighters provided with 360 hours per year and 288 hours per year sick leave to a maximum of 2400 hours. If at the end of his/her term of service, upon death or retirement defined as being eligible to receive normal, early or disability LOPFI retirement pension payments immediately upon separation of employment, any firefighter who has unused accumulated sick leave, he/she shall be paid for such sick leave at the regular rate of pay in effect at the time of retirement provided, however, that payment for unused sick leave upon retirement shall not exceed three (3) months' salary as per state law, A.C.A. § 14-53-108.
- G. All Firefighters shall receive longevity pay as follows:
 - 1. After the first five (5) years of continuous and uninterrupted service, the sum of \$10.00 shall be added to monthly compensation.
 - 2. After each five (5) year period of continuous and uninterrupted service thereafter, an additional \$5.00 per month for each said five year periods shall be added provided however, that \$30.00 per month shall be the maximum longevity pay.
- H. All firefighters, after their first year of probation, shall be eligible for a monthly pay bonus for the completion of certificates awarded by the Arkansas State Fire Academy or the National Fire Academy according to the following schedule.

<u>Certificate</u>	<u>Monthly Pay Bonus</u>
1. Pump Operation/Emergency Driving	\$15.00
2. Fire Inspector 1	\$15.00
3. First Responder	\$15.00
4. Fire Officer 1	\$15.00
5. Emergency Medical Technician EMT	\$15.00
6. Special Certification Certificate as per Fire Chief	\$15.00
7. Arson Investigation	\$15.00
8. Hazardous Materials	<u>\$15.00</u>
<i>Total possible Certificate pay</i>	<u>\$120.00</u>

- I. An additional 10%, after their first year of probation, shall be added to the pay rate of a firefighter who becomes a Certified Paramedic. Certification must be maintained or certification pay will be eliminated.
- J. All firefighters shall receive an annual physical examination by the City to determine their physical fitness to perform firefighting activities.
- K. All firefighters are eligible for educational bonus pay subject to certain conditions and procedures as follows: If the employee's hire date is prior to or December 31, 2004 and the employee has entered an educational program then schedule (1) will be followed. If an employee has not entered an educational program prior to January 1, 2005 or the employee hire date is January 1, 2005 or later then schedule (2) will be followed. If an employee who is eligible and receiving bonus pay based on schedule (1) earns a bachelor's degree then that employee will be eligible for schedule (2).

<u>Schedule (1)</u> <u>Educational Program</u>	<u>Percentage of Total Annual Pay Added as</u> <u>Bonus</u>
Entry into the Plan	1%
Completion of 15 semester hours	2%
Completion of 30 semester hours	3%
Completion of 45 semester hours	4%
Completion of 60 semester hours plus	5% attainment of Associates Degree

<u>Schedule (2)</u> <u>Educational Program</u>	<u>Percentage of Total Annual Pay Added as</u> <u>Bonus</u>
Associates Degree	3%
Bachelor's Degree	6%
Master's Degree	7%

- L. Firefighters designated by the fire department and certified to maintain and service breathing apparatuses are eligible for incentive pay of \$100.00 per month.

SECTION 5: Civil Service (uniformed) Employees of the Police Department

- A. All hourly compensated Police Officers shall have a work period of seven (7) days, shall receive overtime pay after 40 hours, and shall be subject to the Section 7(k) exemption of 29 CFR Part 553 Application of the Fair Labor Standards Act to Employees of State and Local Governments.
- B. All Police Officers shall receive compensation for an additional thirteen (13) days as paid legal holidays in accordance with the provisions of Act 501 of 1987. Compensation for holidays is based on the officer's daily rate of pay and is in addition to the base pay schedule. In calculating the holiday pay, the "daily rate of pay" for all hourly compensated Police Officers is hereby defined for budgetary purposes of the City of Fort Smith as being the per hour rate of base pay times eight (8) hours for the applicable employment grade and range. Holiday compensation is included in the rates of pay provided in the appendix setting forth the Police Department Pay Schedule attached to the annual ordinance establishing salaries for city employees. Holiday pay is to be prorated and paid during the regular payroll periods.
- C. All Police Officers shall be granted annual vacations as follows:
1. After three (3) months of continuous and uninterrupted service, one hundred twenty (120) hours.
 2. After six (6) consecutive years of continuous and uninterrupted service, one hundred thirty six (136) hours.
 3. After ten (10) consecutive years of continuous and uninterrupted service, one hundred sixty (160) hours.
 4. In addition to the foregoing vacation days, each officer will receive one (1) discretionary day off with pay each year after (12) months of continuous service.

Annual vacation leave and the discretionary day shall not be accumulated for more than a twelve month period from the date of accrual for Civil Service Employees. Subsequent to a declaration of emergency by Federal, State or City governing authorities resulting in a restriction on the use of vacation days with the officer's anniversary occurring during the emergency, and upon the approval of the City Administrator, the prohibition of carrying over vacation leave balances may be waived for up to sixty (60) days from the end of restrictions or the end of the emergency, whichever occurs first.

- D. All Police Officers shall accumulate sick leave at the rate of twenty (20) working days (i.e., 28 calendar days) per year beginning one (1) year after the date of employment. Sick leave may be accumulated from year to year to maximum accumulation of one hundred twenty (120) working days (i.e., 168 calendar days) at any one time. If at the end of his/her term of service, upon death or retirement defined as being eligible to receive normal, early or disability LOPFI retirement pension payments immediately upon separation of employment, any Police Officer has unused accumulated sick leave, he/she shall be paid for such sick leave at the regular rate of pay in effect at the time of retirement or death, provided however, that payment of unused sick leave upon retirement or death shall not exceed (3) months' salary for Police Officers in the rank of Captain and above and shall not exceed salary for five hundred twenty (520) hours for Police Officers in the rank of Sergeant and below.
- E. All Police Officers shall receive longevity pay as follows:
1. After the first five (5) years of continuous and uninterrupted service, the sum of \$10.00 shall be added to monthly compensation.
 2. After each (5) year period of continuous and uninterrupted service thereafter, an additional \$5.00 per month for each of said five (5) year periods shall be added, provided, however, that \$30.00 per month shall be the maximum longevity pay.
- F. All Police Officers, after their first year of probation, shall be eligible for a monthly pay bonus for the completion of the State of Arkansas Law Enforcement Standards and Training Certificates as follows:
1. General Certificate - \$20.00 added to monthly compensation
 2. Intermediate Certificate - \$40.00 added to monthly compensation.
 3. Advanced Certificate - \$60.00 added to monthly compensation.
 4. Senior Certificate - \$80.00 added to monthly compensation.

All Police Officers are eligible for educational bonus pay subject to certain conditions and procedures as follows:

If the employees hire date is prior to or December 31, 2004 and the employee has entered an educational program then schedule (1) will be followed. If an employee has not entered an educational program prior to January 1, 2005 or the employees hire date is January 1, 2005 or later then schedule (2) will be followed. If an employee who is eligible and receiving bonus pay based on schedule (1) earns a bachelor's degree then that employee will be eligible for schedule (2).

Schedule (1)
Educational Program

Percentage of Total Annual Pay Added as
Bonus

Entry into the Plan	1%
Completion of 15 semester hours	2%
Completion of 30 semester hours	3%
Completion of 45 semester hours	4%
Completion of 60 semester hours plus	5% attainment of Associates Degree

Schedule (2)
Educational Program

Percentage of Total Annual Pay Added as
Bonus

Associates Degree	3%
Bachelor's Degree	6%
Master's Degree	7%

SECTION 6: Policy

- A. As to non-uniformed employees, in extreme and unusual employment and promotional situations related to business necessity and efficiency, the City Administrator may waive or alter the step increase procedure to fill a position with the most highly qualified candidate and assign the appropriate wage within the job classification.

SECTION 7: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

This Ordinance adopted this 2nd day of June, 2020.

APPROVED:


Mayor

ATTEST:


City Clerk

Approved as to Form


No Publication Required