



Legislation Details (With Text)

File #:	ORD. 2018-319	Version:	1	Name:	
Type:	Ordinance	Status:	Adopted		
File created:	12/18/2018	In control:	City Council		
On agenda:	1/14/2019	Final action:	1/14/2019		
Title:	To adopt a new pay plan for the City and to repeal Ord. No. 93-117-159, adopted May 24, 1993, and all amendatory ordinances thereto.				
Sponsors:	Mayor Stoney				
Indexes:					
Code sections:					
Attachments:	1. Ord. No. 2018-319, 2. 2018 Gallagher Classification and Compensation Study				

Date	Ver.	Action By	Action	Result
1/14/2019	1	City Council	adopted	Pass
1/7/2019	1	Organizational Development Standing Committee	recommended for approval	
12/17/2018	1	City Council	introduced and referred	

To adopt a new pay plan for the City and to repeal Ord. No. 93-117-159, adopted May 24, 1993, and all amendatory ordinances thereto.

WHEREAS, section 5A.03 of the Charter of the City of Richmond (2018), as amended, and section 15.2-1131 of the Code of Virginia (1950), as amended, authorize the City Council to establish a personnel system, including a classification plan for employees and a uniform pay plan, upon receiving any recommendations submitted to the City Council by the Mayor; sections 2-1264 and 2-1292 of the Code of the City of Richmond (2015), as amended, further provide for the City Council's adoption of a classification plan for employees and a uniform pay plan; and, having received the Mayor's recommendations concerning a classification plan for employees and a uniform pay plan, the City Council desires to adopt such a classification plan for employees and such a uniform pay plan to be a part of the City's personnel system;

NOW, THEREFORE,

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. **Adoption of New Pay Plan.** The classification plan for employees and the pay plan attached to

this ordinance, consisting of the document entitled “Pay Plan” and dated January 5, 2019, a copy of which is attached to and incorporated into this ordinance, hereinafter collectively referred to as the “Pay Plan,” is hereby adopted.

§ 2. **Future Amendment of Pay Plan.** Additions or amendments to the Pay Plan, when adopted using the words “the Pay Plan be and is hereby amended” or in such other form as to indicate the intention of the City to make the same a part of the Pay Plan, shall be deemed to be incorporated into the Pay Plan so that reference to the Pay Plan includes all such additions and amendments.

§ 3. **Repeal of Prior Pay Plan.** Ordinance No. 93-117-159, adopted May 24, 1993, and all ordinances amending Ordinance No. 93-117-159, adopted May 24, 1993, or the pay plan adopted thereby, in force and effect on the date on which this ordinance is adopted are hereby repealed.

§ 4. **Effective Date.** This ordinance shall be in force and effect as of and retroactive to January 5, 2019.

Pay Plan
January 5, 2019

I. **Classification Plan and Pay Schedules.** The classification plan and pay schedules are as set forth on the nine-page schedule attached hereto, entitled “Classifications and Assigned Ranges,” and dated January 5, 2019.

II. **Transitional Provisions.**

A. All employees in classified and unclassified City permanent positions shall have their base rate of pay adjusted to reflect a one percent increase, subject to the following conditions:

1. Employees not employed continuously in a permanent position on June 30, 2018, shall not be eligible for a base rate of pay adjustment.
2. Employees in the classifications of Police Recruit, Police Officer I, Police Officer II, Police Officer III, Police Officer IV, Master Police Officer, Police Sergeant, Police Lieutenant, Police Captain, Fire Recruit, Fire Fighter I, Fire Fighter II, Fire Fighter III, Fire Fighter IV, Master Fire Fighter, Fire Lieutenant, Fire Captain, Fire Battalion Chief, and Staff Battalion Chief shall not be eligible for the one percent increase in base rate of pay.
3. The amount of the increase shall be calculated on the employee’s base rate of pay as of January 4, 2019.

B. Following the adjustments made by section II(A), all persons who are employed by the City as of the date on which the ordinance adopting this Pay Plan is adopted shall be assigned to one of the classification titles and pay ranges at the same rate of pay as adjusted in section II(A), subject to the following conditions:

1. If an employee's base rate of pay is below the minimum rate of pay for that employee's classification, that employee's base rate of pay shall be adjusted to the minimum rate of pay for the employee's classification.
2. If an employee's base rate of pay exceeds the maximum rate of pay for that employee's classification, that employee shall not be eligible for additional increases to that employee's base rate of pay until the maximum rate of pay for that employee's classification is adjusted to exceed such employee's base rate of pay as established by this section II.

C. Section III(30) of this Pay Plan shall not apply to the implementation of "Classifications and Assigned Ranges," dated January 5, 2019, which shall be governed by this Section II. For the avoidance of doubt, the increase for which Section II(A) of this Pay Plan provides is not in addition to, but rather supersedes and replaces, the increase for which Ordinance No. 2018-071, adopted May 14, 2018, provides.

III. Administration of Pay Plan.

A. **Definitions.** The following words and phrases, when used in this Pay Plan, have the meanings ascribed to them in this section.

1. **Administrative Regulation.** The term "administrative regulation" means any policy, procedure, or rule issued as an Administrative Regulation by the Mayor.
2. **Appointing Authority.** The term "appointing authority" means any person or group of persons having the power by law or lawfully delegated authority to appoint a person as an Employee
3. **City Administration.** The term "City Administration" refers to the departments and other administrative units of the City under the control and supervision of the Chief Administrative Officer. This term includes the Office of the Mayor.
4. **Classified.** The term "classified," when modifying the word "employee" or the word "position," means an employee or position assigned to a classification and title indicated as "classified" in the "Classifications and Assigned Ranges," dated January 5, 2019, or its successor document.
5. **Employee.** The term "employee" means a person occupying a position who is paid a salary or wage by the City.
6. **Full-Time Employment.** The term "full-time employment" means employment that averages 40 hours per week for at least nine months in any 12-month period.

7. **Pay Plan.** The term “pay plan” means this Pay Plan.
8. **Pay Range.** The term “pay range” means the combination of the “Plan” column, the “Range” column, the “Minimum” column, and the “Maximum” column assigned to a classification and title in the “Classifications and Assigned Ranges,” dated January 5, 2019, or its successor document.
9. **Position.** The term “position” means the specific duties of employment assigned to be performed by a single full-time or part-time employee.
10. **Senior Executive.** The term “senior executive” means an unclassified employee or position assigned to a classification and title indicated as “executive” in the “Classifications and Assigned Ranges,” dated January 5, 2019, or its successor document.
11. **Unclassified.** The term “unclassified” means an employee or position assigned to a classification and titled indicated as “unclassified” in the “Classifications and Assigned Ranges,” dated January 5, 2019, or its successor document.

B. Provisions.

1. **Application.** Except as otherwise specifically provided, all provisions of this pay plan shall apply to employees in the classified service and the unclassified service. If a conflict occurs between this pay plan and the Personnel Rules for the Classified Service, this pay plan shall prevail.
2. **Biweekly Salary.** The compensation for all classes of positions which have been included in the pay ranges of the pay plan shall be determined and fixed in accordance therewith and the other provisions of this ordinance. The officers and employees of the City shall be paid their salaries biweekly as provided by and in accordance with section 2-1216(a) of the Code of the City of Richmond (2015), as amended. Notwithstanding section 2-1216(a) of the Code of the City of Richmond (2015), as amended, during any fiscal year in which there are twenty-seven alternate Fridays, one additional installment of such annual compensation shall be paid.
3. **Worker’s Compensation.**
 - a. Any employee incapacitated by injury or illness as defined by the Virginia Workers’ Compensation Act may be entitled to the benefits provided by the Virginia Workers’ Compensation Act.
 - b. Injury leave with pay shall be provided in such instances as set forth in this section without charge against the employee’s leave balance.
 - c. During the first seven calendar days of necessary absence authorized by the authorized treating physician, injury leave with full pay will be allowed. Following this period, and for a period of one year from the date of injury, the employee shall be allowed injury leave with pay at the difference between compensation allowed under the Virginia Workers’ Compensation Act and the

employee's normal net pay. For purposes of this provision, "normal net pay" means gross pay (after pre-tax adjustments), less social security (FICA), federal income tax, and state income tax. Following this one-year period, the employee shall only receive the amount of compensation allowed under the Virginia Workers' Compensation Act.

d. Upon the written request of any employee to the employee's appointing authority to extend injury leave with said pay beyond one year there shall be convened a panel consisting of the appointing authority, the Director of Human Resources, and the Director of Finance. The panel shall consider:

- (1) Whether the injury is extraordinary;
- (2) The extent to which the injury was related to the employee's performance of his normal official duties;
- (3) Whether the employee was to any degree responsible for the occurrence or extent of the injury because of his own negligence, fault, or improper conduct;
- (4) Whether the projected convalescence is objectively estimated to exceed one year;
- (5) Whether the employee is able to return to work in either his original position or any other position;
- (6) Whether the employee has made reasonable efforts toward rehabilitation;
- (7) Whether the employee has cooperated fully in prescribed treatment and rehabilitation; and
- (8) Any other factors the panel determines to be relevant.

The panel shall, after investigation and consideration of the matter, make its recommendation to the Chief Administrative Officer with regard to the disposition of the request for additional injury leave. The Chief Administrative Officer may then, in the Chief Administrative Officer's discretion, grant or deny the request. If the request is granted, the initial one-year period may be extended for such additional period of time as may be deemed warranted, consistent with the appropriate medical findings. The Chief Administrative Officer shall report to the Council periodically with regard to cases in which a request for additional leave is not granted.

e. The adjustments made to an employee's gross salary in accordance with the provisions of this paragraph shall not be used to reduce the amount of retirement benefits otherwise payable to said employee. Retirement benefits shall be computed as though the employee received his or her normal gross salary during the employee's period of disability.

4. **Police and Fire Career Development.**

- a. For employees assigned to the positions in the PF pay ranges, advancement shall be in accordance with the provisions of a “career development plan” recommended by the head of the employee’s department and approved by the Director of Human Resources and the Chief Administrative Officer. A copy of the approved career development plans and all amendments thereafter shall be the official career development plans and shall be filed with the Director of Human Resources.
- b. Advancement between classifications in accordance with career development plans implemented pursuant to this section, except for advancement from Police Recruit to Police Officer I and from Fire Recruit to Fire Fighter I, shall be suspended for the period commencing July 1, 2017, and ending June 30, 2019.

5. **Pay Progression.** The initial employment of any person in the classified service whose position is in the pay plan shall be paid within the pay range assigned to that position. Except as otherwise specifically provided, additional movement through the pay range will be based on a performance system approved by the Chief Administrative Officer and issued in an administrative regulation. Whenever a general or performance increase is given, the salary of an employee may not exceed the maximum of the pay range to which that employee’s position is assigned. Whenever a person is hired and assigned to an apprentice class in the classified service or the unclassified service the person’s compensation shall be within the pay range and in accordance with approved standards of apprenticeship training.

6. **Courts.** Persons occupying unclassified positions in the courts for whom compensation is not fixed directly or indirectly by statute adopted by the General Assembly of Virginia shall be placed in the general pay ranges and general pay bands as follows:

<i>Classification</i>	<i>General Pay Range</i>
Adult Drug Court Specialist	9
Law Clerk-Courts	10
Dispute Resolution Coordinator	13
Finance Analyst/Adult Drug Court	13
Assistant Director of Adult Drug Court	16

<i>Classification</i>	<i>General Pay Band</i>
Court Assistant	3
Secretary to Judges of the Circuit Court	3

7. **General Registrar’s Office.** Persons occupying unclassified positions in the Office of the General Registrar in accordance with provisions of Title 24.2 of the Code of Virginia providing for assistants to registrars and for whom compensation is not fixed directly or indirectly by the General Assembly by statute, shall be placed in pay ranges as follows:

<i>Classification</i>	<i>General Pay Range</i>
Assistant Registrar	5
Election Technician, Senior	8

Election Specialist	8
Elections Supervisor	10
Deputy General Registrar	15

The remaining provisions of this pay plan shall apply to determine the exact compensation for persons occupying the above positions.

8. **Salary for Unclassified Positions.** The salary and bonuses for unclassified employees, as set forth in the “Classifications and Assigned Ranges,” dated January 5, 2019, or its successor document, will be set by the appointing authority. Such salary shall be within the designated pay range for the specific position. Increases, other than annual performance increases, of more than ten percent shall require approval of the Chief Administrative Officer or the City Council, depending on the reporting relationship, and shall be given no more than once in a fiscal year.
9. **Senior Executive Service.**
 - a. The salary and bonuses for senior executives, as set forth in the “Classifications and Assigned Ranges,” dated January 5, 2019, or its successor document, will be set by the appointing authority. Unless specified elsewhere in this pay plan, or upon the approval of the appointing authority, such salary (excluding deferred compensation) shall be within the designated pay range for the specific position.
 - b. There will be established between the appointing authority and the senior executive a performance agreement that will be the basis of establishing performance targets and compensation for these employees.
 - c. The salaries of the Library Director and the Executive Director of the Richmond Retirement System shall be modified only by the respective appointing authority of each employee based on that appointing authority’s performance evaluation of that employee. However, no such employee may receive a salary increase greater than the amount set by the City Council through the pay plan for employees of the City Administration who receive a corresponding performance evaluation. Any such salary increase shall take effect on the same date as for the employees of the City Administration.
10. **Acting Chief Administrative Officer.** The compensation of the employee designated to act as Chief Administrative Officer as required by section 5.07 of the Charter of the City of Richmond (2018), as amended, shall be fixed at the discretion of the Mayor.
11. **Commonwealth Attorney’s Office.** The Commonwealth Attorney shall receive a salary supplement of \$49,586 together with a contribution to the Virginia Retirement System on his behalf of \$10,006 in Fiscal Year 2018-2019. The Commonwealth Attorney’s Office shall receive \$830,586 to be used as salary supplements together with \$203,108 to be used for a contribution to the Virginia Retirement System in Fiscal Year 2018-2019 for members of the office. The proper administration of salary supplements is the responsibility of the constitutional officer.
12. **Sheriff’s Office.** The Sheriff’s Office shall receive in Fiscal Year 2018-2019 an amount

23.24% greater than the amount approved by the Compensation Board for the Sheriff's deputies to be used as salary supplements for members of the office, excluding the Sheriff, for which the City is reimbursed for 100% of salary costs approved by the Compensation Board. The Sheriff's Office shall receive an amount not to exceed \$3,545,177 in Fiscal Year 2018-2019 to be used as salary supplements for members of the office, excluding the Sheriff. From such allocation, the Sheriff's Office may, in Fiscal Year 2018-2019, provide salary supplements for positions that the City is not reimbursed for 100% of approved Compensation Board salaries, excluding the Sheriff. No salary supplements to any positions shall be paid unless authorized by the City's Director of Budget and Strategic Planning. Any salary supplement paid directly to the Sheriff from either of these amounts shall only be for the specific amount authorized by this section. The Sheriff shall receive a salary supplement of \$27,154 in Fiscal Year 2018-2019. The proper administration of salary supplements is the responsibility of the constitutional officer.

13. **Overtime for Police.** Whenever due to a shortage in the authorized number of personnel in the Department of Police, until such time as the shortage is eliminated by selection and completion of training of persons to bring the Department of Police to its authorized strength, the Chief of Police, or such person as the Chief of Police may designate, may designate police employees who shall be required to perform service in excess of 40 hours per week or in excess of the hours of work prescribed in rules and regulations duly adopted with respect thereto, and each such police employee (designated as non-exempt) shall receive compensation for each excess hour of such service or fraction thereof equal to one and one-half times the employee's normal hourly equivalent compensation.
14. **Police Overtime due to Federal and State Grants.** Whenever any non-exempt sworn police officer as a condition imposed in any grant of federal or state funds and in order for the City to meet conditions or requirements imposed in such grant, or to carry out the purpose of the program encompassed in such grant, is required to perform services (work hours) in excess of the normal hours as established by Personnel Rules, such non-exempt sworn police officer shall receive compensation for such services rendered beyond the normal hours of work equal to one and one-half times the hourly rate fixed in the pay range for the class of position to which the non-exempt sworn police officer is assigned.
15. **Overtime for Fire.** Whenever due to a shortage in the authorized number of personnel in the Department of Fire and Emergency Services until such time as the shortage is eliminated by selection and completion of training of persons to bring the Department of Fire and Emergency Services to its authorized strength, the Chief of Fire and Emergency Services, or such person as the Chief of Fire and Emergency Services may delegate, may designate Department of Fire and Emergency Services employees who shall be required to perform service in excess of the hours of work designated for a specific duty assignment as prescribed in rules and regulations duly adopted with respect thereto, and each such Department of Fire and Emergency Services employee (designated as non-exempt) shall receive compensation at the rate of one and one-half times the normal hourly equivalent for each hour or fraction thereof in excess of such employee's normal work schedule.
16. **Testifying in Court on Off Duty Days.** Whenever any employee (designated as non-exempt) is summoned to appear in court for the purpose of testifying on behalf of the

Commonwealth of Virginia or the City of Richmond in prosecutions for violations of the laws of the Commonwealth or ordinances of the City during the time such employee is off duty and not required to perform that employee's duties, that employee shall be paid compensation for each hour or major part thereof spent in attendance in such court for such purpose time and one-half of the compensation then being paid to such employee. An employee in attendance in any such court for such purpose for less than one hour shall be paid compensation for the hour.

17. **Emergency Duty.** Whenever a local emergency is declared pursuant to applicable law, the Chief Administrative Officer shall ensure that all employees are properly compensated in accordance with the applicable administrative regulation.
18. **Overtime.** Except as otherwise provided under state or federal law, whenever a non-exempt employee is required to perform service beyond the hours of work prescribed as a normal work week in accordance with the Fair Labor Standards Act, the employee shall receive compensation for such service rendered beyond such hours equal to one and one-half times the hourly rate fixed in the pay range for the class of position to which the employee is assigned. In accordance with the regulations of the Fair Labor Standards Act, compensatory time may be granted in lieu of cash payment up to a maximum of 240 hours for general employees and 480 hours for sworn Police and sworn Fire employees. Exempt employees shall not be entitled to overtime. However, their appointing authorities may adjust their work schedules in recognition of hours worked.
19. **Driving a Bus.** Whenever an employee is required to drive a bus for purposes of transporting citizens to or from an event, such employee shall receive additional compensation of \$1.00 per hour for the time period the employee is assigned the duty of bus driving.
20. **Night Differential.** Whenever any full-time employee is regularly required to perform service at night, he shall receive compensation for such services equal to the hourly or annual compensation fixed in the pay range for the class of position to which he is assigned plus \$1.00 per hour for a midnight or an afternoon shift. Such additional compensation shall only be paid to employees working a fixed shift where one-half or more of the employee's regular working hours are scheduled during the time period beginning at 5:00 p.m. and ending at 8:00 a.m. and shall not be paid to members of the Department of Fire and Emergency Services working 24 on - 24 off shifts, other work sites or situations designated by the Chief Administrative Officer, and employees working a rotating shift or a shift which otherwise required them to periodically work at night. A fixed shift basis of employment is one in which the regular working hours are identical each working day for a period of not less than 120 calendar days. A rotating shift is one in which the hours of work fluctuate on a regular basis or irregular basis. For the purpose of determining whether additional compensation is due to the employee for working at night, any work schedule which is not congruent with the above definition of a fixed shift will be assumed to be a rotating shift.
21. **Working Supervisor.** Whenever any employee is required to give incidental assistance in addition to performing regular duties by supervising two or more employees performing service in the same location where no regular supervisor is authorized and another supervisory position is not assigned, the employee shall receive compensation

for such service equal to the hourly compensation fixed in the pay range for the class of position to which he is assigned plus \$0.50 per hour.

22. **Acting in a Higher Class.** Whenever any employee is required to work in a position in a higher pay range during a vacancy in that position or during the absence of the incumbent in that position and whenever such assignment extends beyond 15 consecutive work days, such employee shall receive compensation retroactive to the date the employee commenced acting in such position equal to the minimum of the new range or a maximum increase of five percent, whichever is greater. The amount, however, shall not exceed the maximum amount of the new pay range. The Chief Administrative Officer, at the Chief Administrative Officer's discretion, may approve increases of more than five percent. The amount of the differential shall change only if the base salary of the employee changes. The change in the amount of differential shall be equivalent to the percentage change in the base salary.
23. **Special Assignment by Chief Administrative Officer.** The Chief Administrative Officer is authorized to transfer or appoint employees to perform special assignments and fix compensation for such assignments where appropriate.
24. **Special Assignment by Appointing Authority.** An Appointing Authority may appoint an employee to perform a special assignment that is significantly above that employee's normal job duties, as determined by the Director of Human Resources. When such assignment extends beyond 20 consecutive work days, the employee may receive an additional fixed biweekly amount of compensation. This additional compensation shall be retroactive to the date the employee commenced acting in such assignment. Unless approved by the Chief Administrative Officer, the amount of additional compensation shall not exceed ten percent of the employee's regular rate of pay and shall not be increased, except for senior executive assignments made by the Chief Administrative Officer or the City Council. All assignments exceeding 15 consecutive work days and all compensation must be approved by the Director of Human Resources. In no case may the assignment last more than 12 months without the written approval of the Director of Human Resources and the Chief Administrative Officer.
25. **Education Incentive for Police and Fire.**
 - a. Whenever a Fire Lieutenant, Fire Captain, Fire Battalion Chief, Staff Battalion Chief, Fire Division Chief, Chief of Fire and Emergency Services, Police Sergeant, Police Lieutenant, Police Captain, Police Major, Deputy Chief of Police or Chief of Police receives, while employed in such position, an Associate of Arts degree from an accredited college, university or junior college or is certified by same as a junior in a degree granting program, he shall receive annually in addition to his regular compensation a sum of \$500.00 if exempt under the Fair Labor Standards Act and \$0.25 per hour (for employees scheduled for 40 hours per week) or \$0.17 per hour (for employees scheduled for 56 hours per week) if non-exempt under the Fair Labor Standards Act. This additional compensation for exempt employees shall be paid in two equal installments, one in July and the other in February.
 - b. Whenever a Fire Lieutenant, Fire Captain, Fire Battalion Chief, Staff Battalion

Chief, Fire Division Chief, Chief of Fire and Emergency Services, Police Sergeant, Police Lieutenant, Police Captain, Police Major, Deputy Chief of Police or Chief of Police receives, while employed in such position, a Bachelor of Arts or Bachelor of Science degree from an accredited college or university, he shall receive annually in addition to his regular compensation a sum of \$1,000.00 if exempt under the Fair Labor Standards Act and \$0.50 per hour (for employees scheduled for 40 hours per week) or \$0.34 per hour (for employees scheduled for 56 hours per week) if non-exempt under the Fair Labor Standards Act. This additional compensation for exempt employees shall be paid in two equal installments, one in July and the other in February.

- c. Whenever a Fire Lieutenant, Fire Captain, Fire Battalion Chief, Staff Battalion Chief, Fire Division Chief, Chief of Fire and Emergency Services, Police Sergeant, Police Lieutenant, Police Captain, Police Major, Deputy Chief of Police or Chief of Police receives, while employed in such position, a Master's Degree from an accredited college or university, he shall receive annually in addition to his regular compensation a sum of \$2,000.00 if exempt under the Fair Labor Standards Act and \$1.00 per hour (for employees scheduled for 40 hours per week) or \$0.68 per hour (for employees scheduled for 56 hours per week) if non-exempt under the Fair Labor Standards Act. This additional compensation for exempt employees shall be paid in two equal installments, one in July and the other in February.
- d. Receipt of this payment beyond the first year is contingent on evidence of on-going job related education and performance at the "Successfully Meets Expectations" or "Exceptional" level, or an equivalent rating on an approved system, on their last performance evaluation.
- e. No new applications for educational incentives or increases in educational incentives in accordance with this section shall be accepted between July 1, 2010, and ending July 1, 2019.

26. **Reduction-in-Force.**

- a. **Definitions.** Words and phrases used in this section that are defined in the Personnel Rules for the Classified Service have the meanings ascribed to those words or phrases by the Personnel Rules for the Classified Service.
- b. **Demotion.** If a classified employee is involuntarily demoted as the result of a reduction-in-force, the employee shall continue to receive the salary the employee received immediately before the effective date of the demotion for the next six full pay periods following the demotion. Thereafter, the employee's salary shall revert to the maximum of the new classification's pay range or that amount which equates to a maximum decrease of five percent, whichever is the greater decrease.
- c. **Dismissal.** A classified employee who is dismissed as a result of a reduction-

in-force may elect to continue the employee's health benefits coverage in accordance with Section 27 and is eligible for severance pay computed in accordance with Section 27. Any classified employee who declines an offer of transfer, reassignment, or demotion to another position made by the City in lieu of dismissal shall not receive severance pay. If a classified employee is reinstated within ten calendar days after the date of the employee's separation, the employee shall not receive severance pay.

27. **Severance.**

- a. **Generally.** The appointing authority of an employee to be separated may award severance pay for the employee in accordance with this section. Classified employees may be awarded severance pay under this section only if and to the extent provided under Section 26. The maximum amount of severance pay that an appointing authority may award to an employee shall be computed in accordance with this section, provided that an appointing authority, in the appointing authority's sole discretion, may award severance pay in an amount less than the amount computed in accordance with this section. Severance pay may not be awarded unless the separated employee signs a separation agreement in accordance with Section 28. The City will pay severance pay only in prorated increments each equivalent to the separated employee's last regular rate of pay in accordance with the City's regular payroll cycle ceasing when the City has paid the full amount of the awarded severance pay. Notwithstanding any other provision of this section to the contrary, if a separated employee awarded severance pay is rehired by the City in any full-time, part-time, or temporary position, the City shall cease all severance payments to that employee as of the date on which the rehired employee starts in the new position.
- b. **Computation.** Severance pay may be awarded based only on the employee's continuous years of service as of the date of separation computed as follows:
 - (1) If the employee has two years of service or less, the appointing authority may award the employee severance pay in an amount equal to up to four weeks' regular salary.
 - (2) If the employee has more than two but less than ten years of service, the appointing authority may award the employee severance pay in an amount equal to up to four weeks' regular salary plus one additional week of salary for every full year of service over two full years of service.
 - (3) If the employee has at least ten but less than 15 years of service, the appointing authority may award the employee severance pay in an amount equal to up to 12 weeks' regular salary plus two additional weeks of salary for every full year of service over nine full years of service.
 - (4) If the employee has 15 years of service or more, the appointing

authority may award the employee severance pay in an amount equal to up to two weeks' regular salary for each full year of service, provided that no employee may be awarded severance pay in an amount equal to more than 36 weeks' regular salary.

c. **Health Benefits.** An unclassified employee who is terminated may elect to continue health benefits coverage with the City for up to one year after the date on which the employee is terminated, provided the employee signs a separation agreement in accordance with Section 28. A classified employee who is terminated may elect to continue health benefits coverage with the City for up to one year only under the circumstances set forth in Section 26. Any employee that elects to continue health benefits coverage must continue with the same coverage as the employee had as of the time of termination, except as required by applicable law, and shall pay the employee's share of the cost of the health benefits coverage throughout the period during which coverage is continued.

28. **Separation Agreements.** The Chief Administrative Officer or the designee thereof may negotiate separation agreements with employees in the Office of the Mayor and in agencies whose heads are appointed by the Chief Administrative Officer when the Chief Administrative Officer or the designee thereof determines that doing so would be in the best interests of the City. A separation agreement shall be in writing, shall require that the employee not pursue litigation against the City concerning the employee's separation, may include such other provisions as the Chief Administrative officer or the designee thereof determines to be appropriate, and may include a negotiated amount of severance pay, provided that the amount of such severance pay shall not exceed the maximum amount that correlates with the employee's years of services computed pursuant to Section 27. All separation agreements must be approved as to form by the City Attorney, approved as to terms by the Director of Human Resources, and prior to execution, reviewed and approved by the Chief Administrative Officer. For employees other than employees of the Office of the Mayor and of agencies the heads of which are appointed by the Chief Administrative Officer, the appointing authority shall perform the functions of the Chief Administrative Officer and the Director of Human Resources under this section.

29. **Pay Range Adjustments.** Any employee holding a position in classes which have pay range adjustments resulting in a higher pay range shall be limited to the minimum of the new pay range, or that step which equates to a maximum increase of five percent, whichever is greater. Employees who have a Needs Further Development or similar rating on their last performance appraisal shall not receive an increase in pay.

30. **Two Differentials.** Any employee who, in addition to the pay for the pay rank to which the employee is assigned, is entitled to receive one or more increments in pay pursuant to the adoption of this pay plan nevertheless shall be entitled to receive only one such increment, which shall be the larger or largest of any such increment; provided, however, that any increment in pay for an educational level attained by an employee accruing pursuant to Section 25 or for acting in a higher class pursuant to Section 22 shall be excluded from and not subject to this limitation.

31. **Full-Time Employment Qualifier.** The compensation of officers and employees fixed by this pay plan is for full-time employment and for services rendered on the days and during the hours prescribed in the Personnel Rules for the Classified Service, except only when otherwise provided in this pay plan or by law.
32. **Retention of Key Employees.** An appointing authority may grant an increase to retain a key employee. Before an increase is given the employee must (1) have achieved exceeds performance on the employee's last performance evaluation unless there is an extreme business need to keep the position filled and (2) have the approval of the Director of Human Resources. Unless approved by the Chief Administrative Officer, the amount of increase may not be higher than 15 percent of the employee's current salary or higher than the maximum of the pay range, whichever is less. An employee shall be eligible for only one retention increase every 24 months.
33. **Extraordinary Performance Bonus.** The appointing authority may grant a classified employee a one-time bonus for extraordinary performance. Unless approved by the Chief Administrative Officer, the bonus may be no more than \$1,000 and may not be given to an employee more than once in a fiscal year.
34. **Market-Driven Increases.** When the Chief Administrative Officer determines that market conditions are such that recruitment and retention is severely hampered in a job classification or series of classifications, the Chief Administrative Officer may authorize salary increases to employees in those classifications. These payments may be either lump sum payments or increases to base salary. However, an employee's base salary shall not exceed the employee's pay range.
35. **Temporary Job Classifications.** The Chief Administrative Officer may establish new classifications on a temporary basis. However, such new classifications must be approved by the City Council within six months of being established by the Chief Administrative Officer. Such new classifications may contain either temporary or permanent positions.
36. **Living Wage.** Any employee in a position (other than Summer Youth Program, Special Event Worker, Intern, or other special employment program participants as determined by the Director of Human Resources) working either full-time or part-time shall have an hourly rate of pay at least \$12.07.
37. **Active-Duty Military Supplemental Pay.** Employees who are members of the military and are ordered to full-time, active duty status shall receive supplemental pay after 15 consecutive work days if the employee's gross military pay is less than the employee's gross City salary. Such supplement shall be treated as salary for compensation and tax purposes. The amount of the supplement shall be the difference between the employee's current gross City salary, minus any special pays, overtime or allowances, and the employee's gross military pay, which shall include the employee's base pay and any qualification pays or allowances but without subsistence. The employee's salary shall be recomputed from a 26 annual pay period rate to a 24 annual pay period rate. The employee shall provide a copy of the employee's military Leave and Earnings Statement to the City on a monthly basis before the supplement shall be granted. There may be a

delay of up to four weeks for processing supplemental pay. Payments shall be made directly to the employee and shall end on the date of deactivation. Employees who volunteer for active duty service through their military units shall not be eligible for supplemental pay. Employees who are ordered to full-time, active duty status but are ineligible for military-provided health care coverage shall have the option to continue coverage under the City's health care plan in accordance with contribution terms and conditions.

38. Broad Band Programs.

- a. The Chief Administrative Officer may establish broad band programs either on a Citywide basis or specifically designed for an agency or unit of an agency. Citywide programs shall be modeled on positions with duties and responsibilities found throughout the City service. These programs may be established to encourage employees to assume additional duties and responsibilities. Agency programs may be based on specific criteria designed to enhance agency performance. Such programs may be, but are not limited to, competency-, skill-, performance-, or career development-based. In all such programs, the Chief Administrative Officer may establish pay zones within the broad band for specific classifications. A copy of the approved agency program and all amendments thereto shall be the official plans and shall be filed with the Director of Human Resources.
- b. Employees placed in a new band as a result of the implementation of a broad band program or moved from one broad band program to another broad band program shall receive the greater of the employee's current salary or the minimum amount of the assigned band. In addition, in agency programs, the Chief Administrative Officer or the designee thereof is authorized to place employees in the aforesaid pay bands consistent with their current qualifications, skills, and assignments.
- c. For purposes of this Section, the following terms shall have the following definitions:
 - (1) "Band adjustment" means the determination by the department director, with the approval of the Director of Human Resources, that (i) an employee has assumed new duties and responsibilities at a substantially higher level and on a permanent basis or (ii) an employee has met the criteria of an approved competency or career development program. Band adjustments of more than five percent shall require the approval of the Chief Administrative Officer or a designee thereof or of the City Council, depending on the reporting relationship, and shall be made no more than once in a fiscal year.
 - (2) "Promotion" shall mean the movement of an employee from a position in one band to a position in another band with a higher maximum salary range.
 - (3) "Reallocation" shall mean the determination by the department director

that an employee should be allocated to a different classification or zone level with the same band.

39. **Mayor's Salary.**

- a. Effective January 1, 2005, the Mayor elected by the voters at-large shall receive a salary of \$125,000 per annum. The City shall also pay its proportional share of the cost of health and dental insurance for the Mayor and shall provide technology and communication equipment for the Mayor ancillary to the position.
- b. The salary of the Mayor shall be supplemented in the maximum amount per annum allowed by the applicable Internal Revenue Code provisions and regulations by a payment or payments made to a deferred compensation plan of the City of Richmond pursuant to the execution by the Mayor of a participation agreement that conforms to the applicable Internal Revenue Code provisions and regulations and to Chapter 2, Article VI, Division 3 ("Deferred Compensation Plan") of the Code of the City of Richmond (2015), as amended. In addition, the Mayor may receive a City vehicle for official City use.
- c. Notwithstanding any other provision of the Code of the City of Richmond to the contrary, the City shall contribute on behalf of the Mayor an amount determined by the Retirement System's Actuary and approved by the Retirement Board sufficient to receive the additional creditable service provided by section 22-317 of the Code of the City of Richmond (2015), as amended.

40. **Step-Based Pay System for Sworn Fire Fighters and Police Officers.**

- a. The following sworn fire and police classifications shall be part of a step based pay system as shown in Table 1, dated March 6, 2015 (a copy of which is attached hereto and incorporated herein):

<i>Positions</i>	<i>Range</i>
Fire Recruit	1
Police Recruit	1
Fire Fighter I	2
Police Officer I	2
Fire Fighter II	3
Police Officer II	3
Fire Fighter III	4
Police Officer III	4
Fire Fighter IV	5
Police Officer IV	5
Master Fire Fighter	6
Master Police Officer	6
Fire Lieutenant	8
Police Sergeant	8
Fire Captain	10
Police Lieutenant	10

Fire Battalion Chief12
Staff Battalion Chief12
Police Captain12

- b. Sworn fire and police personnel shall be eligible to move to their appropriate step on July 1, 2006 and thereafter shall be eligible to move in accordance with this ordinance at the beginning of the first full pay period in July of each calendar year thereafter. The initial placement and future movement of sworn fire and police personnel in the classifications of Fire Fighter I, Fire Fighter II, Fire Fighter III, Fire Fighter IV, Master Fire Fighter, Police Officer I, Police Officer II, Police Officer III, Police Officer IV and Master Police Officer will be based on full years of sworn service after the completion of the Fire Academy or the Police Academy (as outlined in Table 2, dated June 12, 2017, a copy of which is attached hereto and incorporated herein) or the step closest to but above their current salary, whichever is greater.

For purposes of this plan, sworn service time will begin upon graduation from the Fire Academy or the Police Academy less any break in service (except military or other leave as required by law), and step movement shall be based upon years of service as of June 30 of each year (e.g., an officer with 9 months of service as of June 30 will be considered to have 0 years of service) (Refer to Table 2). The initial placement of sworn fire and police personnel in the classifications of Fire Lieutenant, Fire Captain, Fire Battalion Chief, Staff Battalion Chief, Police Sergeant, Police Lieutenant and Police Captain shall be based upon service time in their current classification or the step closest to but above their current salary, whichever is greater, as outlined in Table 2. Future movement shall be based on the implementation schedule set forth in Tables 4a and 4b dated March 6, 2015 (copies of which are attached hereto and incorporated herein). On July 8, 2017, subject to the provisions of the following sentence for sworn police personnel, (i) employees in the classifications of Police Officer I, Police Officer II, Police Officer III, Police Officer IV, Master Police Officer, Fire Fighter I, Fire Fighter II, Fire Fighter III, Fire Fighter IV, and Master Fire Fighter shall be eligible to advance their steps for FY2017 to the corresponding step for FY2018 as shown on Table 2, and (ii) employees in the classifications of Police Sergeant, Police Lieutenant, Police Captain, Fire Lieutenant, Fire Captain, Fire Battalion Chief, and Staff Battalion Chief shall be eligible to be placed in the step of their classifications which most closely corresponds to the step they would have attained had the step movement provisions of the step-based pay system been funded for each of the fiscal years from the fiscal year commencing July 1, 2006, and ending June 30, 2007, to the fiscal year commencing July 1, 2017, and ending June 30, 2018. For the purpose of properly advancing sworn police personnel from their steps for FY2017 as shown on Table 2 or their current step in accordance with Tables 3, 4a, or 4b within available funding for the fiscal year commencing July 1, 2017, and ending June 30, 2018, the following shall apply based on the calculated differential between the pay applicable to each employee's step on June 30, 2017, and the pay applicable to each employee's step for FY2018 as shown on Table 2 or on Tables 3, 4a, or 4b:

- (1) For sworn police personnel with the ranks of Police Officer I, Police

Officer II, Police Officer III, Police Officer IV, and Master Police Officer, the employee's differential shall be divided by two, the quotient of that division shall be added to the pay applicable to the employee's step on June 30, 2017, and the result shall be rounded up to the next nearest step; provided that employees in step 14 on June 30, 2017, and employees with the rank of Police Recruit shall not receive an increase; and

- (2) For sworn police personnel with the ranks of Police Sergeant, Police Lieutenant, and Police Captain, the employee's differential shall be divided by two, the quotient of that division shall be added to the pay applicable to the employee's step on June 30, 2017, and the result shall be rounded down to the next nearest step; provided that, where the aforementioned calculation would result in no change in step for the employee, in which case the employee will advance to the next step higher than the employee's step on June 30, 2017.

In order to relieve salary compression and with the concurrence of the Director of Human Resources, the Chief of Fire and Emergency Services or the Chief of Police may place sworn personnel at a higher step.

- c. Movement through the steps for Fire Recruits, Police Recruits and all levels of Fire Fighters and Police Officers hired after July 1, 2006 shall be based on the schedule in Table 3 dated March 26, 2009 (a copy of which is attached hereto and incorporated herein).
- d. Pursuant to the Career Development Plan, an employee shall move to the identical step in the higher range (e.g., if a Police Officer II is in Step 2 and moves up in the Career Development Plan, that police officer shall then move to a Police Officer III in Step 2) (Refer to Table 1).
- e. Sworn fire and police personnel promoted to higher classifications of Fire Lieutenant, Fire Captain, Fire Battalion Chief, Staff Battalion Chief, Police Sergeant, Police Lieutenant and Police Captain shall move to the next highest step within the new classification that guarantees at least a five percent increase over their former salary. Thereafter, such personnel would continue to move through steps based on the schedule set forth in Tables 4a and 4b (e.g., if a Master Police Officer is currently in Step 12, that officer would be promoted to Police Sergeant in Step 8) (Refer to Table 1).
- f. Sworn fire and police personnel currently in the retirement program DROP plan may **not** withdraw from the plan to return to regular service, and retirement benefits are based on the employee's salary at the time of enrollment eligibility in the DROP plan.
- g. Sworn police personnel hired into the Department of Police as lateral transfers shall be placed in the step plan based upon pro-rating their external sworn service to sworn service the Department of Police. The pro-rating ratio shall be determined by the Department of Police.

- h. Sworn fire personnel hired into the Department of Fire and Emergency Services as lateral transfers shall be placed in the step plan based upon prorating their external sworn service to sworn service in the Department of Fire and Emergency Services. The prorating shall be determined by the Department of Fire and Emergency Services.
- i. Sworn police personnel shall be eligible for special assignment pay up to \$0.75 per hour. Assignments qualifying for this special assignment pay shall be determined by the Chief of Police with the approval of the Chief Administrative Officer.
- j. Sworn fire personnel shall be eligible for special assignment pay up to \$0.75 per hour. Assignments qualifying for this special assignment pay shall be determined by the Chief of Fire and Emergency Services with the approval of the Chief Administrative Officer.
- k. Sworn fire and police personnel in the classified service shall no longer be a part of the Performance Based Pay System. However, to be eligible for a step increase, the employee must have obtained at least a “Meets Standards” or an equivalent rating on the employee’s last annual performance evaluation.
- l. All salary increases and step advancements for which this section provides are subject to annual appropriations of sufficient funds therefore by the City Council.

41. **Performance Adjustment for Classified Employees.** The appointing authority, upon the review and approval of the Director of Human Resources, may grant certain classified employees an increase up to five percent. The increase is available to employees in a classified position that is not part of a step system, broadband, or career development program. The employee must have a performance evaluation higher than “Meets Standards” on the employee’s evaluation for the prior fiscal year and shall not be eligible for more than one increase per fiscal year. Increases of more than five percent also must be approved by the Chief Administrative Officer.

42. **Working Titles.** An appointing authority may authorize or require any employee whom that appointing authority has the right to hire to use a working title in lieu of that employee’s classification title as assigned in the “Classifications and Assigned Ranges,” dated January 5, 2019, or its successor document, provided such working title is, in the appointing authority’s discretion, reasonably related to the employee’s position. No such working title shall be deemed to have any legal effect on the application of this pay plan or any other law to such employee or any other person.

C. **Amendment.** This pay plan may be amended from time to time by ordinance reproducing the section or portion thereof to be amended, indicating matter to be omitted by enclosing the same in brackets and striking through the matter to be omitted, and indicating new matter by underscoring. The Director of Human Resources, with the concurrence of the City Attorney, shall prepare and maintain a copy of the pay plan as amended from time to time.