



KANSAS CITY MISSOURI POLICE DEPARTMENT

PERSONNEL POLICY

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403-8

SUBJECT

Police Series 400: Compensation
403 - Personnel Actions and Salary Adjustments

AMENDS

REFERENCE

PPBM: Re-employment of Former Department Members; Outside Agency Lateral Transfer; Probationary Officer Review Panel

RESCINDS

PPBM 403-7
SO 17-07

I. INTRODUCTION

This policy outlines the procedures for salary administration and position classification.

***II. TERMINOLOGY**

- A. **Accelerated Pay Adjustment** – Preauthorized pay based upon obtaining certification(s) and years of experience.
- B. **Anniversary Date** – The 15th day of the month in which a member is eligible for an annual anniversary pay step increase.
- C. **Anniversary Increase** – An annual pay step increase based upon availability of funds.
- D. **Appointment Date (Internal)** - The date a sworn member was commissioned as a Kansas City Missouri Police Department law enforcement officer, or if re-employed, their new date of employment. The date on which a non-sworn member was employed or re-employed.
- E. **Change in Rank** – Change in a sworn job classification due to a promotion or demotion.
- F. **Change in Title** – Change in a non-sworn job classification or in a designation within a sworn rank regardless of any change in salary.
- G. **Demotion** – When a non-sworn member is reclassified to a position with a lower pay range or sworn member is reduced in rank whether voluntarily or involuntarily.
- H. **Employment Date** – Date on which a member was employed or re-employed.
- I. **Lateral Reclassification** – The transfer of a non-sworn member from one position to another within the same pay range.
- J. **Member Reclassification** – A process for non-sworn members when there is a change in title or position (i.e., promotion or demotion).
- K. **Merit Increase** – A one pay step salary increase given to a non-sworn member in recognition of outstanding performance.

- L. **Out-of-Classification Assignment** – A temporary assignment to assume the full duties in a position of higher rank or title (assistant supervisor and above).
- M. **Out-of-Classification Pay** – Compensation received for assuming an out-of-classification assignment for a minimum of 21 consecutive days.
- N. **Pay Range** – The minimum to the maximum pay designated for a specific rank or job classification.
- O. **Pay Step** – Salary increments within a pay range.
- P. **Position Reclassification** – The reclassification of a non-sworn position that permanently changes the duties and responsibilities of the position.
- Q. **Progressive Reclassification** – A non-sworn member's promotion with an element based upon attainment of required knowledge, skills and abilities resulting in a one pay step increase to the new pay range.
- R. **Probationary Period** – A period of six (6) months up to one (1) year to demonstrate proficiency which may be extended.
- S. **Promotion** – When a non-sworn member is reclassified to a position in a higher pay range or sworn member advances in rank.
- T. **Salary Adjustment** – An increase or decrease in pay.
- U. **Temporary Rank Status** – A designation given to sworn members who attain the rank of lateral police officer, sergeant, captain, major, or lieutenant colonel for a period of one year to demonstrate proficiency.
- V. **Tenure** – The length of uninterrupted time that a member is employed by the Department.

***III. POLICY**

- A. The compensation and rank for sworn members will comply with statutes set forth in RSMo. Chapter 84.
- B. All probationary period evaluations:
 - 1. The supervisor or commander must complete a memorandum or the applicable evaluation form.
 - 2. The completed evaluation form and recommendations will be forwarded through the member's chain of command, to the Human Resources Director.

- C. Any exceptions to this policy must be approved by the Chief of Police or designee.

***IV. ANNIVERSARY DATES**

- A. Anniversary dates for newly employed and re-employed members will be the next year on the 15th day of the month in which the member was employed (e.g., if a member is employed on May 8, 2018, their anniversary date will be May 15, 2019).
- B. Anniversary dates will be:
 - 1. Adjusted one (1) month later for every twenty-eight (28) days (regardless of eight (8) or ten (10) hour shift assignment) of accumulative unpaid suspension time served since the member's last anniversary date.
 - 2. Adjusted one (1) month later for every consecutive twenty-eight (28) days of unpaid leave (regardless of eight (8) or ten (10) hour shift assignment). Members on Family Medical Leave, in the Sick Leave Pool, or Military Leave will not be affected.
- C. When a personnel action requires an adjustment to a member's anniversary date, the new anniversary date will be the next year on the 15th day of the month in which the action became effective.
- D. When anniversary increases have been approved by the Board of Police Commissioners, the effective date of the salary increase will be the first day of the pay period which includes the member's anniversary date.

***V. TABLE OF ANNEXES**

This written directive has been separated into annexes for easy reference.

Annex A – Police Officer Candidate

Annex B – Probationary and Re-employed Police Officer

Annex C – Lateral Police Officer (t)

Annex D – Sworn Member

Annex E – Non-Sworn Member

Richard C. Smith
Chief of Police

Adopted by the Board of Police Commissioners this ___ day of _____ 2019.

Nathan Garrett
Board President

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***POLICE OFFICER CANDIDATE**

- A. A Police Officer Candidate (POC), who does not successfully meet Police Officer Standards and Training (POST) requirements; or fails to complete academy training may be reclassified to an available non-sworn position for which they are qualified, in compliance with the current Memorandum of Agreement between the Fraternal Order of Police, Lodge 99 (Civilian Unit) and the Board of Police Commissioners of Kansas City, Missouri (MOA).
 - 1. There will be a six (6) month probationary period with an evaluation due at the end of the probationary period.
 - 2. If a member does not successfully complete the probationary period it may be extended up to six (6) months by the Chief of Police (in accordance with State Statute).
 - 3. If a member does not successfully complete the extended probationary period, the member may resign or be terminated.

- B. When a POC is Reclassified:
 - 1. Their anniversary date will be adjusted.
 - 2. The Human Resources Division (HRD) will determine the appropriate pay step within the appropriate pay range.

***PROBATIONARY AND RE-EMPLOYED POLICE OFFICER**

A. Probationary Police Officer

1. A POC who successfully meets POST requirements and academy training will be sworn-in and promoted to the rank of Probationary Police Officer (PPO):
2. When a POC is promoted:
 - a. The anniversary date will be adjusted.
 - b. The appointment date will be adjusted to the date the POC is promoted to a PPO.
 - c. The salary will be placed in the first pay step of the respective pay range.
 - d. There will be a six (6) month probationary period to demonstrate proficiency, with an evaluation in accordance with the current written directive entitled, "Probationary Officer Review Panel."
 - e. Upon successful completion of probation, the PPO will be promoted to the permanent rank of Police Officer.
 - (1) The anniversary date will be adjusted to the 15th day of the month.
 - (2) The member will be placed in the first pay step of the respective pay range.
3. If a member does not successfully complete the probationary period it may be extended up to six months by the Chief of Police.
4. If a member does not successfully complete the extended probationary period, the member:
 - a. May be considered for employment in an available non-sworn position for which they are qualified.
 - b. May resign or be terminated.

B. Re-Employed Members

1. Reappointed members will only return to the rank of police officer, with the exception of the Chief of Police.
2. The anniversary date will be the 15th day of the month of the member's re-employment date.
3. The salary will be placed in accordance with the pay range and step that would best represent where the member left at, if separated for one (1) year or less.
4. The Human Resources Division (HRD) will determine the appropriate pay step within the appropriate pay range if separated for more than one (1) year.
5. There will be a six (6) month probationary period with an evaluation due at the end of the probationary period in accordance with the current written directive entitled, "Re-employment of Former Department Members."
 - a. Upon successful completion of probation:
 - (1) The anniversary date will not be adjusted.
 - (2) The salary will not be increased.
 - b. If a member does not successfully complete the probationary period it may be extended up to six (6) months by the Chief of Police.
 - c. If a member does not successfully complete the extended probationary period, the member:
 - (1) May be considered for employment in an available non-sworn position for which they are qualified.
 - (2) May resign or be terminated.

***LATERAL POLICE OFFICER (t)**

- A. The anniversary date will be the 15th day of the month of the member's employment date.
- B. The salary will be placed in accordance with the current written directive entitled, "Outside Agency Lateral Transfer."
- C. There will be a six (6) month probationary period with an evaluation due at the end of the probationary period in accordance with the current written directive entitled, "Outside Agency Lateral Transfer." Upon successful completion of probation, the lateral Police Officer (t) will be released from probation and will hold the permanent rank of Police Officer.
 - 1. The anniversary date will not be adjusted.
 - 2. The salary will not be increased.
- D. If a member does not successfully complete the probationary period it may be extended up to six (6) months by the Chief of Police (in accordance with State Statute).
- E. If a member does not successfully complete the extended probationary period, the member:
 - 1. May be considered for employment in an available non-sworn position for which they are qualified.
 - 2. May resign or be terminated.

***SWORN MEMBER**

A. Promotion

1. The anniversary date will be adjusted.
2. The salary will be placed in the first pay step of the respective pay range.
3. The member will be placed on “temporary rank status” for a period of one (1) year.
4. Upon successful completion of the temporary rank status, the member will be promoted to permanent rank.
 - a. The anniversary date will be adjusted.
 - b. The member will receive a step increase, if another pay step is available in that rank.
5. If a member does not successfully complete the temporary rank status, it may be extended by the Chief of Police.
6. If the member does not successfully complete the extended temporary rank, they may be considered for demotion.

B. Demotion

1. The anniversary date will be adjusted.
2. The member will receive a reduction in pay to the salary level in the lower range. The pay will be adjusted to that equal to other members of that rank with equivalent tenure.

C. Out-of-Classification Assignment and Pay

1. The member may be removed from this assignment at any time.
2. To initiate and end out-of-classification pay, a memorandum must be submitted through the chain of command and forwarded to the Chief’s Office for approval.
3. There is no probationary period for this personnel action.

4. The anniversary date will not be adjusted.
5. The member's out-of-classification pay will begin on the first day of the pay period immediately following the 21st consecutive day worked in the higher ranked position.
6. In sworn to higher ranking sworn out-of-classification assignments, the member's pay will be adjusted to equal the first pay step in the pay range for the higher position.
7. In sworn to non-sworn out-of-classification assignments (Assistant Supervisor or above), the member's pay will be adjusted to equal pay step F of the non-sworn position. If pay step F is lower than the sworn member's current pay, then the sworn member will receive a 5% increase in pay.
8. If a member becomes eligible for an anniversary increase adjustment during an out-of-classification assignment, the member will receive their anniversary increase and their out-of-classification pay will be adjusted accordingly.
9. Once the member has completed the out-of-classification assignment, the out-of-classification pay will end.

***NON-SWORN MEMBER**

- A. New and Re-Employed Members
1. The anniversary date will be the 15th day of the month of the member's employment or re-employment date.
 2. Salary
 - a. The new member's salary may be placed at the first pay step of the respective pay range.
 - b. If returning to the same position, the re-employed member will be paid at the salary they left at or placed at the step that would best represent it, if separated for one (1) year or less.
 - c. The Human Resources Division (HRD) will determine the appropriate pay step within the appropriate pay range if separated for more than one (1) year.
 - d. All other benefits will be applied as a new employee.
 3. There will be a six (6) month probationary period with an evaluation due at the end of the probationary period. Upon successful completion of probation:
 - a. The anniversary date will not be adjusted.
 - b. The salary will not be increased.
 4. If a member does not successfully complete the probationary period it may be extended.
 5. If a member does not successfully complete the extended probationary period, the member:
 - a. May be reclassified to an available non-sworn position for which they are qualified.
 - b. May resign or be terminated.
- B. Member Reclassifications
1. Promotion
 - a. The anniversary date will not be adjusted.
 - b. Salary adjustment:

- (1) Reclassification to a non-supervisory position – member will be placed at the minimum pay step of the new pay range or receive a pay step increase, whichever results in the greater increase.
 - (2) Reclassification to an assistant supervisory position or above – member will be placed at pay step F of the new pay range or receive a minimum two pay step increase, whichever results in the greater increase.
- c. There will be a six (6) month probationary period with an evaluation due at the end of the probationary period. Upon successful completion of probation:
- (1) The anniversary date will not be adjusted.
 - (2) The salary will not be increased.
- d. If a member does not successfully complete the probationary period it may be extended.
- e. If a member does not successfully complete the extended probationary period, the member:
- (1) May be reclassified to an available non-sworn position for which they are qualified.
 - (2) May resign or be terminated.

2. Lateral Reclassification

- a. The anniversary date will not be adjusted.
- b. The salary will not be increased.
- c. There will be a six (6) month probationary period with an evaluation due at the end of the probationary period. Upon successful completion of probation:
 - (1) The anniversary date will not be adjusted.
 - (2) The salary will not be increased.
- d. If a member does not successfully complete the probationary period it may be extended.
- e. If a member does not successfully complete the extended probationary period, the member:

- (1) May be reclassified to an available non-sworn position for which they are qualified.
- (2) May resign or be terminated.

3. Demotion

- a. The anniversary date will not be adjusted.
- b. Member not on probation:
 - (1) The member's salary will be reduced one (1) pay step for each lower pay range to a maximum of three pay steps.
 - (2) If the member is at the maximum pay step of their current pay range, then the member will be moved to the maximum pay step of the new pay range.
 - (3) If the pay step reduction exceeds the maximum pay step of the lower pay range, the member will be placed at the maximum step of the lower pay range.
- c. Member on probation:
 - (1) A new or re-employed member's salary will be adjusted to the minimum pay step in the lower pay range.
 - (2) All other members reclassified to a position in a lower pay range will have their salary determined by HRD.
- d. If a member does not successfully complete the probationary period it may be extended.
- e. If a member does not successfully complete the extended probationary period, the member:
 - (1) May be reclassified to an available non-sworn position for which they are qualified.
 - (2) May resign or be terminated.

C. Position Reclassification

1. A member, their supervisor or commander, may initiate the process of position reclassification by completing an Interdepartment Communication, Form 191 P.D., and submitting it through the chain of command to the HRD. The documentation must include:
 - a. General rationale behind the request for position reclassification. This should include the advanced or unique level of knowledge, skills and abilities that have been performed for a minimum of three (3) months;
 - b. Any organizational impact that may result in the position reclassification; and
 - c. The current job description and proposed job description revision with strikethrough changes noted.
2. HRD will:
 - a. Obtain additional information.
 - b. Conduct a job audit, if necessary.
 - c. Make a determination whether a position reclassification is warranted.
 - d. Submit findings to the Fiscal Division for budget impact analysis and forward their recommendation to the Chief of Police.
3. The member must be qualified to remain in the reclassified position.
4. When the position reclassification results in a higher pay range:
 - a. The anniversary date will not be adjusted.
 - b. The member will receive a pay step increase or be placed in the first step of the new pay range.
 - c. There is no probationary period, unless the member is on probation at the time of the position reclassification, in which case the member will complete their probationary period.

5. When the position reclassification results in a lower pay range:
 - a. The anniversary date will not be adjusted.
 - b. If the member's salary is above the lower pay range, the member will not be required to take a reduction in pay. The member will not receive an increase until the salary is within the new pay range.
 - c. If the member's salary is within the lower pay range the member's salary will not be reduced.
 - d. There is no probationary period, unless the member is on probation at the time of the position reclassification, in which case the member will complete their probationary period.

D. Progressive Reclassification

1. Progressive reclassification pertains to similar classes of positions at various skill levels in a particular element.
2. This personnel action is only available for pre-approved job classifications approved by the Chief of Police.
3. To initiate the process:
 - a. A member, their supervisor or commander may initiate the process of progressive reclassification by completing an Interdepartment Communication, Form 191P.D., documenting how the member has attained the required knowledge, skills and abilities for the new classification.
 - b. The Interdepartment Communication, Form 191 P.D., will be submitted through the chain of command for final approval by the Bureau Commander and forwarded to HRD for processing the reclassification.
4. The anniversary date will not be adjusted.
5. The member will be placed in the new pay range and receive an increase of one (1) pay step.
6. If a reclassification redefines the job duties, then there will be a six (6) month probationary period with an evaluation due at the end of the probationary period. Upon successful completion of probation:
 - a. The anniversary date will not be adjusted.
 - b. The salary will not be increased.

7. If a member does not successfully complete the probationary period it may be extended.
8. If a member does not successfully complete the extended probationary period, the member:
 - a. May be reclassified back to their previous position.
 - b. May resign or be terminated.

E. Merit Increase

1. Contingent upon the availability of funds and approval by the Chief of Police.
2. The anniversary date will not be adjusted.
3. The salary will be increased one (1) pay step.

F. Out-of-Classification Assignment and Pay

1. The member may be removed from this assignment at any time.
2. To initiate and end out-of-classification pay, a memorandum must be submitted through the chain of command and forwarded to the Chief's Office for approval.
3. There is no probationary period for this personnel action.
4. The anniversary date will not be adjusted.
5. The member's out-of-classification pay will begin on the first day of the pay period immediately following the 21st consecutive day worked in the higher position.
6. Non-sworn assignments to assistant supervisor or above - the member's pay will be adjusted to equal pay step F for the higher range position; or receive a 4% increase, whichever is greater.
7. Non-sworn to sworn assignments – the member's pay will be adjusted to the minimum pay step of the assigned rank; or receive a 4% increase, whichever is greater.

8. If a member becomes eligible for an anniversary increase adjustment during an out-of-classification assignment, the member will receive their anniversary increase and their out-of-classification pay will be adjusted accordingly.
9. Once the member has completed the out-of-classification assignment, the out-of-classification pay will end.

G. Accelerated Pay Adjustments

1. This personnel action is only available for job classifications approved by the Chief of Police.
2. To initiate the process:
 - a. A member, their supervisor or commander may initiate the process of accelerated pay adjustment by completing an Interdepartment Communication, Form 191P.D., documenting how the member has attained the certification and/or years of experience for the new classification. The documentation must include:
 - (1) The member's new job classification duties and responsibilities (when applicable).
 - (2) A copy of the certification indicating the member has passed the required certification examination(s); and/or
 - (3) If the member's certification requires a promotion, cite examples of how the member demonstrates the ability to perform the new position.
 - b. The Interdepartment Communication, Form 191P.D., will be submitted through the chain of command for final approval by the Bureau Commander and forwarded to HRD for processing the accelerated pay adjustment.
3. The anniversary date will not be adjusted.
4. Upon promotion, if there is a change in job title, there will be a six (6) month probationary period with an evaluation due at the end of the probationary period. Upon successful completion of probation:
 - a. The anniversary date will not be adjusted.
 - b. The salary will not be increased.

5. If a member does not successfully complete the probationary period it may be extended.
6. If a member does not successfully complete the extended probationary period, the member:
 - a. May be reclassified back to their previous position.
 - b. May resign or be terminated.