

## Sheriff Civil Service Board

### Civil Service Policy #: 4.02 - Compensation Plan



CHAPTER: Classification & Compensation

EFFECTIVE DATE: \_\_\_\_\_

SUPERSEDES: 2006 Sedgwick County Sheriff's Civil Service Board Rules and Regulations (Revised 09/26/1983; 12/15/1987; 12/1/1996, 12/1/2005; 07/11/2006; 04/07/2009; 07/14/2009; 01/16/2019; 02/21/2021, 01/01/2024, 01/22/2024, 03/15/2024, 04/03/2024)

ISSUED BY: Civil Service Board

#### Related Policies:

- A. [4.01, Classification of Positions](#)
- B. [Sedgwick County Policy 4.301](#)
- C. K.S.A. [19-4311 d](#), [19-4316](#), [19-4314](#)
- D. [9.01 Grievances](#)

#### I. Definitions

- A. **Base Pay** - Includes employees' base hourly or salary rate plus their percent pay increase. Not included in base pay are shift pay, longevity pay, pay increase over maximum, acting assignment pay, lead worker pay or other various 'special' pay types.
- B. **Compounding pay adjustment** - The amount is added to the base pay and carries over from year to year.
- C. **Grade or Range** - A level on the pay scale. Each position is assigned a grade or range, and each grade or range has a minimum and maximum salary.

- D. **Work week** - The work week is from 12:00 a.m. Sunday to 11:59 p.m. Saturday, unless there is another permanent schedule established.
- E. **Non-exempt employee** - Employee is compensated at an hourly rate of pay in accordance with the Fair Labor Standards Act (FLSA).
- F. **Exempt employee** - Employee is compensated at a salary rate of pay in accordance with the FLSA.
- G. **Pay Plan** – A schedule of pay grades or ranges to which classifications are assigned.
- H. **Overmax Pay** – Compensation over the maximum of the pay grade or range. The amount may fluctuate, does not carry over from year to year and is not added to base pay.

## II. Policy Statement

- A. The Sedgwick County Sheriff's Civil Service Board shall, after consultation with the sheriff and the Civil Service officer, prepare ranges for each classification of position within Civil Service jurisdiction.
  - 1. The Sedgwick County Sheriff's Civil Service Board hereby adopts the salary schedules established by the Board of Sedgwick County Commissioners as the official schedule of salary and wage assignments for all civilian and clerical staff.
  - 2. The Sedgwick County Sheriff's Civil Service Board hereby adopts the established Sheriff's Office Range and Step compensation schedule for all deputies holding the rank of Captain and below.

2024 Sheriff Step Plan - effective Sept. 22, 2024											
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Detention Deputy	Range										
Law Enforcement Deputy	127	\$26.58	\$27.91	\$29.30	\$30.76	\$32.31	\$33.92	\$35.61	\$37.39	\$39.26	\$41.24
		\$58,741.80	\$61,681.10	\$64,753.00	\$67,979.60	\$71,405.10	\$74,963.20	\$78,698.10	\$82,631.90	\$86,764.60	\$91,140.40
Detention Corporal	Range										
Law Enforcement Detective	128		\$30.76	\$32.31	\$33.92	\$35.61	\$37.39	\$39.26	\$41.24	\$43.29	\$45.46
			\$67,979.60	\$71,405.10	\$74,963.20	\$78,698.10	\$82,631.90	\$86,764.60	\$91,140.40	\$95,670.90	\$100,466.60
Sergeant	Range										
Pilot	130		\$33.92	\$35.61	\$37.39	\$39.26	\$41.24	\$43.29	\$45.46	\$47.74	\$50.11
			\$74,963.20	\$78,698.10	\$82,631.90	\$86,764.60	\$91,140.40	\$95,670.90	\$100,466.60	\$105,505.40	\$110,743.10
Lieutenant	Range										
	133		\$38.28	\$40.20	\$42.21	\$44.32	\$46.53	\$48.86	\$51.32	\$53.88	\$56.57
			\$84,598.80	\$88,842.00	\$93,284.10	\$97,947.20	\$102,831.30	\$107,980.60	\$113,417.20	\$119,074.80	\$125,019.70
Captain	Range										
	137		\$3,758.75	\$3,946.69	\$4,144.02	\$4,351.22	\$4,568.77	\$4,797.22	\$5,037.09	\$5,288.93	\$5,553.38
			\$97,727.50	\$102,613.94	\$107,744.52	\$113,131.72	\$118,788.02	\$124,727.72	\$130,964.34	\$137,512.18	\$144,387.88

2025 Sheriff Step Plan - effective Jan. 01, 2025											
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Detention Deputy	Range 127										
Law Enforcement Deputy		\$27.11	\$28.47	\$29.89	\$31.38	\$32.96	\$34.60	\$36.32	\$38.14	\$40.05	\$42.06
		\$59,913.10	\$62,918.70	\$66,056.90	\$69,349.80	\$72,841.60	\$76,466.00	\$80,267.20	\$84,289.40	\$88,510.50	\$92,952.60
Detention Corporal	Range 128										
Law Enforcement Detective			\$31.38	\$32.96	\$34.60	\$36.32	\$38.14	\$40.05	\$42.06	\$44.16	\$46.37
			\$69,349.80	\$72,841.60	\$76,466.00	\$80,267.20	\$84,289.40	\$88,510.50	\$92,952.60	\$97,593.60	\$102,477.70
Sergeant	Range 130										
Pilot			\$34.60	\$36.32	\$38.14	\$40.05	\$42.06	\$44.16	\$46.37	\$48.69	\$51.11
			\$76,466.00	\$80,267.20	\$84,289.40	\$88,510.50	\$92,952.60	\$97,593.60	\$102,477.70	\$107,604.90	\$112,953.10
Lieutenant	Range 133										
			\$39.05	\$41.00	\$43.05	\$45.21	\$47.46	\$49.84	\$52.35	\$54.96	\$57.70
			\$86,300.50	\$90,610.00	\$95,140.50	\$99,914.10	\$104,886.60	\$110,146.40	\$115,693.50	\$121,461.60	\$127,517.00
Captain	Range 137										
			\$3,833.93	\$4,025.62	\$4,226.90	\$4,438.24	\$4,660.15	\$4,893.16	\$5,137.83	\$5,394.71	\$5,664.45
			\$99,682.18	\$104,666.12	\$109,899.40	\$115,394.24	\$121,163.90	\$127,222.16	\$133,583.58	\$140,262.46	\$147,275.70

3. The Sheriff shall cause a salary survey to be conducted at least every two years for Sheriff's employees covered under [K.S.A. 19-4314](#) to maintain market competitiveness unless determined by the Sheriff, budget constraints preclude conducting the study

### III. Procedures

- A. It is the responsibility of all employees to review their pay record to ensure they are being compensated accurately.
- B. Non-exempt employees must be paid for all hours worked in accordance with the FLSA and Kansas law.
- C. Though paid, an employee may be disciplined for working unauthorized overtime.
- D. Exempt employees may have work hours which fluctuate from week to week. They receive a fixed salary regardless of the hours they work in a work week.
- E. Work schedules for Sheriff Office employees vary. The exact hours employees work each day will be arranged by their supervisor.
- F. All job descriptions will be reviewed by Human Resources for correct grade assignment and FLSA classification (exempt/non-exempt).
- G. All positions will be assigned a grade except for contract, elected, part-time and temporary employees.
- H. New hire wage rate for Civilian & Clerical Positions:
  1. The hiring wage rate is the minimum of the position's salary grade. The County Manager may approve up to ten (10) percent above minimum.

2. All requests to hire above minimum must be submitted to Human Resources and will be reviewed by Human Resources, Budget, and the County Manager for merit, equity, and funding.
3. Hiring wage rates more than ten (10) percent above the grade minimum and any additional benefits will require approval from the BoCC.

#### I. Lateral Transfers

1. Exceptions to the above hiring practices are those applicants who may qualify for Lateral Transfer to the Commissioned Deputy or Detention Deputy positions.

Applicants for the Commissioned Deputy or Detention Deputy positions may be hired as a Lateral Transfer. A review of the applicants work history as a law enforcement officer or as a corrections/detention deputy may allow for the employee to be hired and receive pay above step 1 on the approved salary schedule. The Sheriff will be responsible for all approvals for lateral transfers to be placed above step 1 on the salary schedule. The maximum pay scale step for lateral hires is step 5.

2. Newly hired lateral transfers who have been former employees of the Sedgwick County Sheriff's Office, and who do not qualify for "Reinstatement" as noted in this policy may be eligible to receive their seniority back after successfully completing one full year of employment.
3. Seniority will be calculated by adding the entire time the employee has been employed by Sedgwick County Sheriff's Office. Time not with Sedgwick County Sheriff's Office will not be included in calculating the employee's seniority.
4. Vacation/sick leave accruals will be calculated the same as newly hired employees.
5. Newly hired Commissioned Deputies that have been commissioned from a different state, must complete the Kansas out of state mandatory academy through KLETC to receive their Kansas Commission.

#### J. Rehire outside of 121 days

1. The hiring practice for former Commissioned and Detention employees who have not been employed by the Sheriff's Office for more than 121 days, and who are not currently working as a commissioned law enforcement officer (Commissioned Deputy position) or who are not currently working as a corrections/detention deputy (Detention Deputy position) will be the same hiring process that exists for new applicants.

2. A review of the applicant's work history as a law enforcement officer or as a corrections/detention deputy may allow for the employee to be hired and receive pay above step 1 on the approved salary schedule.

Based on the scale below the employee's starting wages will be determined.

Completed years of service.

- 1 year - Step 1
- 2-3 years - Step 2
- 3-4 years - Step 3
- 5-6 years - Step 4
- 7+ years - Step 5

The Sheriff will be responsible for all approvals for lateral transfers to be placed above step 1 on the salary schedule. The maximum pay scale step for lateral hires is step 5.

3. Seniority will be calculated by adding the entire time the employee has been employed by Sedgwick County Sheriff's Office. Time not with Sedgwick County Sheriff's Office will not be included in calculating the employee's seniority.
4. Vacation/sick leave accruals will be calculated the same as newly hired employees.

K. Reinstatement wage

1. When an employee returns to work in the same classification of position after a separation of service of not more than one hundred twenty-one (121) calendar days, the employee will receive the same rate of pay as at the time of the separation.
2. When an employee is reinstated to a lower classification of position after a separation of not more than one hundred twenty-one (121) calendar days, the employee's starting rate of pay is at the discretion of the Sheriff.
3. When an employee is reinstated, any applicable salary increases that occurred during the time of separation will be given as if the employee had not left employment.
4. For more information on reinstating an employee, please see Sedgwick County policy [4.301](#), entitled, *Employee Rehire*.

#### L. Returning from military service wage

1. In the event of the return to duty of an employee who left because of serving in the Armed Forces, the employee shall be placed at the same salary grade and same rate of pay as when he/she left, including any applicable salary increases. If a performance evaluation was not completed, due to the employee's absence, the employee will receive the increase.

#### M. Demotion

1. Demotion for disciplinary reasons will result in a pay decrease. The amount of the pay decrease is at the discretion of the Sheriff.

#### N. Position reclassification

1. A position reclassification should be requested when a major change in the position content occurs, or when the incumbent in the position relinquishes or assumes substantial responsibilities.
2. Human Resources will place each position in the appropriate grade.
3. Reclassifications will be analyzed by Human Resources, Budget, and the County Manager for merit, equity, and funding.
4. The BoCC must approve all reclassifications increasing the grade of a position or decreasing the grade of a filled position.
5. Salary Placement:
  - a. Over maximum pay will be included in reclassification salary calculations.
  - b. If, because of a reclassification request, a position is changed to a higher grade, and the incumbent's current salary is below the new grade minimum, the incumbent's base salary will be moved to the new grade minimum or the incumbent will receive an increase of six (6) percent, whichever is greater.
  - c. When the current base salary is above the new grade minimum, the pay increase will be based on placement in the new grade compared to midpoint and will be determined as follows: If the incumbent's current salary is below the new midpoint, the employee may receive a six (6) percent salary increase.

- d. If the current salary is above midpoint, the employee may receive a two (2) percent salary increase.
- 6. The Sheriff may make a recommendation based on a comparison of incumbents assigned to the same pay grade, total increase not to exceed six (6) percent.
  - a. If an incumbent relinquishes substantial responsibilities, a reclassification may result in the position being changed to a lower grade. If the incumbent's base salary is above the maximum of the new pay grade, the base salary may be frozen (unchanged) or moved to the new maximum.

O. Interim Assignment or Acting Assignment Appointment Pay

- 1. Interim Assignment - An employee can be assigned to a position of greater responsibility for a period of up to two (2) years and will be paid consistent with that position. The employee may be placed at the new salary grade or range minimum, or if current salary placement is in the new grade or range, up to six (6) percent. Over maximum pay will be included in interim assignment pay calculations.
  - a. Employees on a step plan will be moved to the step that provides at least a six (6) percent increase within the new range.
  - b. All requests should be submitted to the Division of Human Resources and should include:
    - i. the anticipated length of assignment.
    - ii. the rationale; and
    - iii. plan to end the interim assignment.
  - c. The request will be analyzed for merit and equity and reviewed by Budget for funding with final approval from the County Manager.
  - d. Annual increases will be applied to the employees' base pay and interim assignment pay.
  - e. When the employee's interim assignment is complete, the employee's salary will revert to the salary prior to the interim assignment. Any annual increases will be reapplied.
- 2. Acting Assignment - An employee can be assigned additional job responsibilities or duties while remaining in their current job classification. The employee may be given a temporary compensation adjustment of up to six (6) percent.

- a. Requests should be submitted to the Division of Human Resources and should include:
  - i. the anticipated length of assignment
  - ii. the rationale for the need; and
  - iii. plan to end the acting assignment.
- b. The request will be analyzed for merit and equity and reviewed by Budget for funding with final approval from the County Manager.
- c. Annual increases will be applied to the base salary and the acting assignment pay.
- d. When the acting assignment is complete, the employee's acting assignment pay will end.

P. On-call time

- 1. Exempt employees are not eligible for on-call pay.
- 2. Non-exempt employees may be eligible for on-call pay depending on the employee's freedom while on-call. If the employee must remain on the employer's premises or so near that he/she cannot use the time freely, the time is compensable. An employee who is required to remain on-call at home, or who is allowed to leave a message where he/she can be reached, is not working (in most cases) while on-call. Additional constraints on the employees' freedom could require this time to be compensated. On-call time shall be paid in accordance with the FLSA.
  - a. By example, an employee who must remain within a defined radius of the employer's property is working while on-call; the restriction on the employee's movements is a significant infringement on his freedom to use and enjoy his time. By contrast, an employee who is not required to remain on the employer's premises or at a fixed location, but only required to be available to report for work should his services be needed, is not working while on-call. Accordingly, an employee who is authorized to travel freely within a community and merely required to carry a cellular phone during periods in which he/she is away from the office is considered to be not working while on-call; carrying a cell phone is a minimal restriction on their freedom.

Q. Call back time



1. An employee who has left their normal place of work for the day or is not working that day and is called back for work shall be paid a minimum of two (2) hours.
- R. Overtime will be granted in compliance with the procedures set out in the [Fair Labor Standards Act \(F.L.S.A.\)](#) and the supplemental regulations as they apply to law enforcement personnel.
1. Only hourly employees are eligible for overtime.
  2. For calculating overtime benefits, a “pay period” is a period of time coinciding with the bi-weekly payroll period used by Sedgwick County and begins at 12:01 A.M. Sunday and goes through 12:00 midnight on the second subsequent Saturday.
- S. Non-exempt employees may be granted compensatory time in compliance with the procedures set out in policy, the F.L.S.A. and supplemental regulations as they apply.
1. Employees working a forty (40) hour work week may accrue a maximum of sixty (60) hours of compensatory time. Employees working a forty-two and one half (42 ½) hour work week may accrue a maximum of sixty-three and three quarters (63 ¾) hours of compensatory time.
  2. Hours in excess of the established compensatory maximums will be paid at an overtime rate.
  3. Extra duty hours worked, not adjusted during a pay period, may be placed in the compensatory bank at the request of the employee.
  4. Compensatory time will bank at one and one half (1 ½) time the hours worked.
  5. Non-exempt employees promoted to an exempt position will be paid for the remaining compensatory time.
  6. Employees leaving employment with the sheriff’s office will be paid for their unused compensatory time in accordance with F.L.S.A. guidelines.
  7. Compensatory time may not be transferred to cash nor applied to employee out of pocket benefits unless set forth herein or required by law.
  8. All compensatory time will be maintained in accordance with the formal time administration system. No informal, off the books system shall be maintained by any division.

9. No retroactive compensatory time is permitted.
10. Employees wishing to use compensatory time must make their request as outlined in Sheriff [General Order 22.1 E](#).

T. Longevity pay

1. Individuals employed by Sedgwick County, and not covered by a union contract, received longevity pay based on their years of service as of January 1, 2003. Longevity pay was not activated for new employees and was frozen for current employees on January 1, 2003.

1. Years Annual amount

- a. 5 \$300.00
- b. 10 \$480.00
- c. 15 \$660.00
- d. 20 \$840.00
- e. 25 \$1,020.00

U. Wage Deductions

1. Sedgwick County has the discretion, contingent upon written notice and explanation to the employee, to deduct any portion of the employee's wages to recover payroll overpayment.
2. Sedgwick County will not withhold amounts that cause the wages paid to the employee to be less than the federal or state minimum wage, whichever is applicable.

V. All employees shall be paid on a bi-weekly basis.

W. Disciplinary Deductions

1. Deductions for unpaid suspension, see county policy [4.501 Progressive Discipline](#).

X. Wage Deduction Complaint Process

1. Sedgwick County recognizes the legal restrictions on wage deduction for employees paid on a salary basis. The following complaint procedure is provided to correct wrongful deductions.
  - a. The complaint process is only available to employees compensated on salary basis.
  - b. The complaint process will not be used to effect changes in management policies such as hours of employment, rates of compensation, or use of leave.

- c. All records pertaining to complaints under this policy will be maintained by the Division of Human Resources.

#### Y. Wage Deduction Complaint Procedures

1. It is the responsibility of the employee to become familiar with this policy and to meet all requirements and timelines set forth.
2. Before a written complaint is filed, an employee must attempt to resolve their wage deduction dispute with their immediate supervisor.
3. If an employee is unable to resolve a dispute within the Sheriff's Office, the employee must notify the Employee Relations Specialist in the Division of Human Resources within 20 days of the date the paycheck in question was issued. The written complaint must contain:
  - a. The date of the incident.
  - b. An incident description.
  - c. Any applicable disciplinary documentation.
  - d. Documentation of attempts to remedy with the supervisor and within Sheriff's Office.
4. The Employee Relations Specialist will provide complaint documentation to the Sheriff. The Sheriff may elect to have the County Manager make the decision regarding the complaint.
5. The County Manager or Sheriff has 15 business days to make a determination and notify the Employee Relations Specialist.
6. The employee and Sheriff will be notified in writing within five (5) business days of the decision.
7. The Division of Human Resources will notify payroll to make appropriate adjustments on the employee's timecard by the end of the following pay period.

#### Z. Shift pay differential in E-Timesheet

An employee shall be paid shift differential of \$1.00 per hour under the following circumstances:

1. When occupying an eligible job classification in participating Divisions/Departments. An eligible job classification and participating

Division/Department is one that requires staffing between 5:00 p.m. and 8:00 a.m.

- a. Employees placed on 2nd or 3rd shift will receive shift differential on all hours paid, or
- b. 1st shift employees asked to work a 2nd or 3rd shift will receive shift differential when five (5) or more consecutive hours are worked between 2:00 p.m. and 8:00 a.m. The hours worked that fall between 2:00 p.m. and 8:00 a.m. will receive the shift differential.

#### **IV. Exceptions/Limitations**

- A. In no circumstances shall any change increasing or decreasing the pay, salary, or compensation of any Civil Service classification be made until the same has been ratified by the Board of County Commissioners.
- B. The Civil Service Board may not reduce the compensation for any individual except under the provisions of [K.S.A. 19-4327](#).

#### **V. Compensation Plan for Sheriff's Civil Service Employees (all deputies holding the rank of Captain and below), Sedgwick County, Kansas.**

- A. Effective November 11, 2018, all deputies holding the rank of Captain and below will be placed on the step closest to their current salary in their specific rank classification range.
- B. Effective January 1, 2019, deputies receiving a satisfactory annual evaluation will receive a step increase on their date-of-hire anniversary date unless the budget approved by the Board of County Commissioners ("BOCC") constraints preclude a step increase for that year. Deputies not receiving a satisfactory annual evaluation will not receive a step increase and will not be eligible for a step increase until their next date-of-hire anniversary date.
- C. The range and step compensation schedule consists of 5 classification ranges:
  1. Detention Deputy/ Law Enforcement Deputy
  2. Detention Corporal. Detective
  3. Sergeant, Pilot, Forensic Investigator and Polygrapher
  4. Lieutenant
  5. Captain
- D. The Detention Deputy and Law Enforcement Deputy Range have ten (10) steps. Each new deputy is placed in step 1 of their respective range.

- E. Deputies who have reached step 10 for their classification range have reached their maximum market value for their specific classification range.
- F. Deputies receiving promotion to the rank of Detention Corporal and/or Detective will be placed in the respective classification range and step providing a 5% increase.
- G. Deputies receiving promotion to the rank of Sergeant will be placed in the respective classification range and step providing a minimum of a 5% increase.
- H. Sergeants receiving promotion to the rank of Lieutenant will be placed in the respective classification range and step providing a 7.5% increase.
- I. Lieutenants receiving promotion to the rank of Captain will be placed in the respective classification range and step providing a 10% increase.
  - 1. Promotion does not affect step advancement. It simply moves the promoted deputy up to the new range. Step advancements take place on date-of-hire anniversary.
- J. This section addresses compensation for civil service employees who are granted a leave of absence without pay to perform active duty in the United States Armed Forces. Except as specifically set out herein Sedgwick County personnel policies [4.705](#) and [4.706](#) are adopted as the controlling course of action for employees on military leave.
  - 1. As delineated in the [Uniformed Services Employment and Reemployment Rights Act of 1994 Sec. 1002.236\(a\)](#), any pay adjustments must be made effective as of the date it would have occurred had the employee's employment not been interrupted by uniformed service. Therefore, an employee on military leave will be eligible for a step increase each year.
- K. Adjustments to starting pay (Detention Deputy Step 1 and Law Enforcement Deputy Step 1) should be applied to all Ranges and Steps.
- L. The Sheriff, through their staff and in consultation with the Civil Service officer, will develop written policy and procedures to administer the compensation plan as adopted.
  - 1. The Sheriff shall have the authority to address unforeseen questions/issues that may arise concerning the adopted 2024 Compensation Plan for Sheriff's Civil Service Employees, Sedgwick County, Kansas during the year until they can be brought before the Civil Service Board during a regularly scheduled meeting.
  - 2. Although step increases will be based on an employee's annual evaluation numerical rating, the adopted compensation plan does not create a grievable condition regarding an evaluation score received. [Civil Service policy 9.01](#) remains the controlling policy on grievances.

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This policy/procedures manual does not in any way constitute an employment contract or terms thereof, and the personnel policies and procedures contained herein are subject to change at any time.