

Changes to List of Tentative Budget Revisions

Council Members,

The following items have been changed on the draft sheet, given your conversations on Thursday, and due to additional information we have received.

1. **Item #2 – Municipal energy tax revenue (Questar)** – Forecasted revenue increased by \$23,315 to fund a portion of one additional police officer, and \$11,500 to offset inaccuracy on item #28.
2. **Item #3 – Municipal energy tax revenue (companies buying natural gas from wellhead)** – Forecasted revenue increased \$53,500 to fund one additional police officer per the Council discussion last Thursday. This sheet reflects an addition of \$21,464 for legal defense because we have learned that the legal defender's program can't continue to provide the service unless one full time position is provided – the figure previously discussed was not a full time position as noted in item #23. THIS LEGAL DEFENSE ITEM HAS NOT YET BEEN DISCUSSED BY THE COUNCIL.
3. **Item #7 – Property tax revenue** – The new growth included in the Mayor's proposed budget will not be realized based on the property tax numbers provided by the County Auditor's Office.
4. **Item #24 – Legal counsel for indigent defendants** – As noted above, the Administration is requesting that the Council fund an additional \$21,464 for legal counsel of indigent defendants. One additional attorney is needed in August or the City runs the risk of not providing indigent defense services that the City is obligated to fund as a municipality. This item is included on the list for Council consideration. Staff can provide additional details if needed.
5. **Item #29 – Police support position** – The prior budget revision sheet contained an error in the cost for a police civilian position of \$11,500.
6. **Item #31 – Additional compensation for non-union employee groups** – Change includes the tentatively proposed 0.25% additional salary increase for non-union employees. (This equates to a 1 percent for Police and Fire management. The difference in the .25 and the 1 percent is simply due to how the pay is calculated in each plan.)
7. **Item #32 – Ongoing CIP funding** – Reflects property tax reduction of \$497,339. This would put CIP funding at approximately 6.7%.
8. **Item #34 – Additional police officers** – Includes 10 officers.

9. **Item #40 – Appropriation of fund balance** – The Mayor proposed appropriations of fund balance in the amount of \$767,400 for the following:
- a. \$225,000 to offset the decrease in sales tax revenue from downtown mall reconstruction,
 - b. \$175,000 for municipal elections,
 - c. \$60,000 for economic development assistance during mall reconstruction,
 - d. \$41,400 for fire equipment,
 - e. \$20,000 for set up of additional staff in Attorney's Office,
 - f. \$15,000 for a copy machine in the Prosecutor's Office,
 - g. \$10,000 for SLCTV equipment,
 - h. \$20,000 to reprogram the parking meters,
 - i. \$154,000 for a northwest quadrant master plan,
 - j. \$47,000 for a historic preservation survey and plan for South Temple & West Capitol Hill.

The Council tentatively decided by straw poll to make changes to fund balance for a net additional appropriation of \$94,900, bringing the total fund balance used to \$862,300.

Savings identified:

- k. \$50,000 to fund balance from SID guarantee account
- l. \$152,000 to fund balance from accumulated interest on county money for ice sheet.
- m. \$25,000 to fund balance as a result of an accounts payable audit
- n. \$60,000 to fund balance for not funding economic development assistance

Additional uses of fund balance:

- o. \$21,400 from fund balance for SLCTV software
- p. \$183,000 from fund balance of IMS deficit
- q. \$125,000 from fund balance for five additional police cars
- r. \$52,500 from fund balance for equipment for seven police officers

10. **Item #42 – Police officer cars** – Five police vehicles.

11. **Item #43 – Police officer equipment** – For seven additional officers. (Three of the 10 officers that are funded are currently on staff and would have been eliminated under the Mayor's proposed budget. Current officers have equipment.)

12. **Council Member Questions:** The following is provided in response to Council Member questions.

- a. The youth city busses were to be funded from Fleet fund balance, under the Mayor's proposed budget. The Council's straw poll indicated that a majority did not support funding the busses. As such, the detailed schedule that will be attached to the budget transfers the funds from Fleet back to Fleet fund balance.
- b. The Salt Palace funding is included in the detailed schedule that will be attached to the budget. The intention is to provide the County with a check for \$8 million on July 1, and the sources of funding are the loan from RDA and the savings from the bond reserve fund.

We will be double checking all of these items prior to Tuesday's Council Meeting. If you have concerns or questions please let Gary, Jennifer, Sylvia, Lehua or Cindy know.

M E M O R A N D U M

DATE: June 20, 2005
TO: City Council Members
FROM: Russell Weeks
RE: Salt Lake City Library System Budget for Fiscal Year 2005-2006
CC: Cindy Gust-Jenson, Nancy Tessman, Rocky Fluhart, Gary Mumford, Susan Callaway, Jennifer Bruno, Sylvia Jones, Susi Kontgis, Lehua Weaver

This memorandum pertains to the proposed Fiscal Year 2005-2006 budget for the Salt Lake City Library System.

BACKGROUND

Upon receipt of figures from the Salt Lake County Auditor's Office, the Salt Lake City Library System revised its budget downward to reflect a \$370,000 downward projection of property tax revenue that would be collected in the next fiscal year.

Library System administrators also said that in cases of judgment levies that the Library System and Library Board usually follows Salt Lake City's lead in whether to adopt judgment levies. It should be noted that the Library System's revised budget does not include the loss of \$88,416.49 resulting from a property tax revenue judgment.

When the City Council discussed the Library System's budget on May 5 and at the public hearing on May 17 the proposed budget was \$14,271,000. The figure was based on projected property tax revenue of \$12,509,000 for the Library System's operating and capital budgets. After receiving figures from the Salt Lake County Auditor's Office the Library System now projects a total budget of \$13,901,000 based on projected property tax revenue of \$12,139,000. In both cases the difference is \$370,000.

Council Members may remember that City Council staff characterized the Library System's proposed budget as appearing to be "aimed largely at bulking up contingency funds and increasing capital expenditures while spending modestly in operational areas." To make up for the projected lower amount of property tax revenue in the next fiscal year Library System administrators have proposed to cut those contingency funds. The new proposed budget would the System's operating expense contingency from \$350,000 to \$150,000 – a \$200,000 reduction. It would reduce the library branch building fund from \$500,000 to \$350,000 – a \$150,000 reduction, and it would reduce the capital fund prior year/contingency line item from \$240,000 to \$220,000 – a \$20,000 reduction. It should be noted that with the cuts the operating and capital contingencies would equal \$370,000 – a \$5,000 increase over the current year's budget, according to Library System administrators.

OPTIONS

Given that the Library System increased contingency funds because administrators and the Library Board were cautious about revenue projections, the City Council appears to have a few options:

- Adopt the revised budget as proposed by the Library System.
- Adopt a judgment levy that would alleviate the potential loss of \$88,416.49 budget.
- Do not adopt a judgment levy that would alleviate the potential loss of \$88,416.49.

It should be noted that the proposed \$150,000 in the operating contingency fund or the proposed \$220,000 in capital contingency probably could be used to address the property tax judgment. The potential downside is the contingencies are designed to help meet unexpected expenses in the new fiscal year and would start the year lower if funds are used to address the property tax judgment.

POTENTIAL MOTIONS

- I move that the Council adopt an ordinance approving the budget for the Library Fund of Salt Lake City, Utah for fiscal year 2005-06, including a judgment levy as follows:
 - Library judgment levy: .000007.
- I move that that the City Council adopt an ordinance approving the budget for the Library Fund of Salt Lake City, Utah for fiscal year 2005-2006 that does not include a judgment levy.

Ongoing Budget Options

6/20/2005

Potential Budget Cuts or Additions to Revenue		
	Revenue	
1	Additional sales tax - 3% increase over last 12-month	\$ 973,000
2	Additional municipal energy tax revenue (Questar)	134,815
3	Additional municipal energy tax revenue (other)	174,964
4	Interest revenue on ice sheet debt service	36,000
5	Fund SLCTV software with one-time money	21,400
6	IMS - Fund portion of deficit with one-time funds (\$183,000 of one-time funds) see item #46	183,000
7	Property tax	(497,339)
	Expenditure reductions	
8	Management Services - Correction in posting IFAS accountant	74,412
9	Management Services - Correction for reimbursement of portion of special assessment position	31,172
10	Salt Lake Council of Governments - Correction on dues amount (from \$884 to \$136)	748
11	East Valley Chamber of Commerce - Not functioning	2,000
12	Tuition aid program - Decrease funding to actual usage	10,000
13	Citywide newsletter	60,000
14	Prosecutors - Fund only one of two new prosecutor positions	60,000
15	Prosecutor's Office - Fund new file clerk position but don't fund proposed new office tech position	40,000
16	Police - Fund one of the two new information specialists positions	39,000
17	Police - Fund career incentive program for sergeants, lieutenants, captains at reduced level	20,000
18	Mayor's Office - Don't fund new staff assistant position	50,665
19	Mayor's Office - Don't fund new economic development assistant position	55,000
20	Judges - Fund 5% total increase including the proposed 2% (salary \$89,875)	28,000
21	Council Office - Reduce auditing	25,000
22	Council Office - Reduce travel	3,000
23	Street lighting SID - City Treasurer corrected the transfer amount	7,299
24	Legal defenders - reduce proposed increase (\$87,071)	22,071
25	RDA attorney - fund at 75%	29,667
26	Total Potential Additional Revenue or Cuts	\$ 1,583,874

Potential Ongoing Budget Needs		
27	ULCT - fund membership fee	\$ 100,913
28	EDCU - fund membership fee	108,000
29	Police - Fund one of two records support positions that were proposed to be funded by property	48,000
30	Additional union employee compensation (\$308,600 plus \$20,400)	329,000
31	Additional nonunion employee compensation	207,000
32	CIP - increase ongoing CIP funding to 6.7% of general fund revenue	235,961
33	Arts Council - increase grant program	20,000
34	Police - Fund additional officers (10 @ \$53,500)	535,000
35	Total Potential Ongoing Budget Needs	\$ 1,583,874

One-Time Budget Options

Potential One-Time Sources		
36	Economic development assistance for mall	\$ 60,000
37	Surplus in SID debt service guarantee fund (total excess \$114,235)	50,000
38	Accumulated interest on county money for ice sheet	152,000
39	Recoup overpayments per accounts payable audit	25,000
40	Appropriation of fund balance	94,900
41	Total Potential One-Time Sources	\$ 381,900

Potential One-time Budget Needs		
42	Police officer cars (5 @ \$25,000)	\$ 125,000
43	Police officer equipment (7 @ \$7,500)	52,500
44	IMS - Fund portion of deficit with one-time funds	183,000
45	Fund SLCTV software with one-time funds	21,400
46	Total Potential One-Time Budget Needs	\$ 381,900

Proposed Motions for Budget Adoption

FY 2005-06

Item F – 1

Resolution: Municipal Building Authority Budget for Fiscal Year 2005-2006

["I move that the Council"] Recess as the City Council and convene as the Municipal Building Authority of Salt Lake City.

["I move that we"] Adopt a resolution approving the budget of the Municipal Building Authority of Salt Lake City for fiscal year 2005-06.

["I move that we"] Adjourn as the Municipal Building Authority of Salt Lake City and reconvene as the City Council.

Item F - 2 thru F – 12

Ordinance: Final Budget Fiscal Year 2005-06

["I move that the Council"] Adopt an ordinance approving Salt Lake City's fiscal year 2005-06 budget according to the attached schedule, the employment staffing document, all compensation plans and Memorandum of Understanding, with the following conditions:

- Funding for Economic Development Corporation of Utah (EDCU) be contingent upon EDCU obtaining the recruitment contract from the State of Utah.
- Funding for the local lobbyist be contingent upon the Council's advanced approval of the selection of the lobbyist and of items to be lobbied.
- Funding for the national lobbyist will be contingent upon the Council's advanced approval of the items to be lobbied.
- All funding for additional police officers be directed to residential neighborhood patrol and/or residential neighborhood traffic enforcement.

Item F – 13

Ordinance: Cemetery Fees

["I move that the Council"] Adopt an ordinance amending Chapter 15.24 of the Salt Lake City Code, relating to cemeteries.

Item F – 14

Ordinance: Zoning Fees

["I move that the Council"] Adopt an ordinance amending Chapter 21A.64 of the Salt Lake City Code, pertaining to zoning fees.

Item F – 15

Ordinance: Parking Meters

["I move that the Council"] **Adopt an ordinance amending Section 12.56.170 of the Salt Lake City Code, relating to parking meter rates.**

Item F – 16

Ordinance: Tax Levy

Item F-16a: Judgment Levies

["I move that the Council"] **Adopt an ordinance establishing Salt Lake City's repayment of court ordered judgments made taxable by law for the fiscal year commencing July, 2005 and ending June 30, 2006, as follows:**

1. General Fund _____
- AND/OR -
2. General Obligation Bonds _____
- AND/OR -
3. Library Fund _____

- AND -

Item F-16b: Tax Levy

["I move that the Council"] **Adopt an ordinance establishing Salt Lake City's certified property tax rate upon all real and personal property within Salt Lake City made taxable by law for the fiscal year commencing July, 2005 and ending June 30, 2006, including judgment levies as follows:**

1. General Fund: _____ (certified rate)
2. General Obligation Bonds: _____
3. Judgment Levies (If previously adopted – Item F-16a)

Item F – 17

Ordinance: Library Fund

["I move that the Council"] **Adopt an ordinance approving the budget for the Library Fund of Salt Lake City, Utah for fiscal year 2005-06, including a judgment levy as follows:**

- Library judgment levy: _____

Item F – 18

Motion: Legislative Intent Statements

["I move that the Council"] **approve the City Council's Legislative Intent Statements for fiscal year 2005-06.**

Item F – 19

Resolution: Doug Short

["I move that the Council"] **adopt resolutions 19a-19f, accepting the studies performed in compliance with the Utah Code Section 10-8-2.**

BUDGET MOTION SCHEDULE

ISSUE	Full time Equiv.	FY06 Mayor Recommended Changes	FY06 Mayor's Recommended Budget	Full time Equiv.	FY06 City Council Changes	FY06 City Council Adopted Budget
GENERAL FUND (10)						
Revenue and Other Sources						
Taxes						
property taxes - real (current year collections)		0	41,389,931			41,389,931
property taxes - real (estimate of new growth-same as fy2005)		500,000	500,000		-497,339	2,661
property taxes - general obligation bond		-23,899	7,794,057			7,794,057
refund from RDA from CBD extension		600,000	600,000			600,000
property tax increase for police officers and support staff		1,409,000	1,409,000		-1,409,000	0
property taxes-real (prior year collections)		150,000	1,800,000			1,800,000
property taxes - personal		0	7,100,000			7,100,000
motor vehicle fees		-200,000	4,300,000			4,300,000
franchise taxes		303,000	22,886,972			22,886,972
revenue generated by additional revenue auditor		70,000	70,000			70,000
sales taxes - local option general		730,000	37,780,000		973,000	38,753,000
sales tax--temporary loss from mall reconstruction		-225,000	-225,000			-225,000
sales taxes - municipal energy taxes		700,000	3,738,200		309,779	4,047,979
payments in lieu of taxation (p i l o t)		87,212	1,030,580			1,030,580
Licenses and Permits						
regulatory licenses - general		-19,662	5,528,338			5,528,338
building permits		1,087,477	5,131,477			5,131,477
planning fees		70,000	70,000			70,000
impact fees (moved to capital improvements fund directly)		-560,000	-560,000			-560,000
Intergovernmental Agency Revenue						
other local sources		52,188	3,770,688			3,770,688
redevelopment agency rate charges at gallivan center		32,476	811,272			811,272
Charges and Fees for Services						
cemetery fees		-28,700	423,500			423,500
cemetery fees rate increase		82,000	82,000			82,000
public safety fees		25,990	1,492,390			1,492,390
street and public improvement fees		-20,600	182,000			182,000
sports, youth and other recreation fees		-13,400	134,500			134,500
franklin covey field operations		-333,000	20,000			20,000
rental and concession fees		-75,872	95,047			95,047
franklin covey field operations		-27,500	0			0
redevelopment agency and tenant rate increase at gallivan center		125,202	520,523			520,523
Parking						
parking meter		-7,360	1,193,000			1,193,000
parking meter rates to \$1 per hour		300,000	300,000			300,000
Fines and Forfeitures						
other fines		-482,304	8,941,800			8,941,800
urban forestry tree removal fines		7,500	7,500			7,500
Interest Income (net of allocation)						
interest income - adjustment		-66,050	2,175,200		60,375	2,235,575

ISSUE	Full time Equiv.	FY06 Mayor Recommended Changes	FY06 Mayor's Recommended Budget	Full time Equiv.	FY06 City Council Changes	FY06 City Council Adopted Budget
Administrative Fees Charged to Enterprise and Internal Service Funds						
airport police reimbursement		0	97,000			97,000
airport fire reimbursement		196,600	3,592,000			3,592,000
administrative fees		47,705	3,049,705			3,049,705
admin fees generated by city attorney from RDA		89,000	89,000			89,000
reimbursement labor and utilities		97,100	2,188,900			2,188,900
tennis bubble utilities reimbursement		12,000	12,000			12,000
facilities support charges to fleet for facility maintenance		26,000	26,000			26,000
intermodal hub reimbursement for utilities		32,000	32,000			32,000
street sweeping reimbursement from public utilities		118,000	118,000			118,000
Miscellaneous Revenue						
sundry and other miscellaneous revenue		-46,987	765,663			765,663
Interfund Transfers						
transfer from 911		101,300	1,462,000			1,462,000
transfer from SID guarantee account (for one-time expenses)					50,000	50,000
transfer from debt service fund (for one-time expenses)					152,000	152,000
transfer from subrogation						0
transfer from CIP for traffic calming					169,000	169,000
transfer from misc. grants		0	117,300			117,300
Fund Balance/Reserves						
fund balance (from copy center) one time money		-81,540	0			0
fund balance (for one time expenses)		-49,047	542,400		94,900	637,300
fund balance (accounts payable audit)					25,000	25,000
fund balance (to bridge sales tax gap from mall reconstruction)		225,000	225,000			225,000
General Fund Total Revenue and Other Sources Budget		5,015,829	172,809,942		-72,285	172,737,657

ISSUE	Full time Equiv.	FY06 Mayor Recommended Changes	FY06 Mayor's Recommended Budget	Full time Equiv.	FY06 City Council Changes	FY06 City Council Adopted Budget
Expenses and Other Uses						
Attorneys Office:						
FY05 Beginning Balance	36.29	2,927,371		36.29		2,927,371
FY06 base personal services projection less FY05 budget	0.00	170,891		0.00		170,891
reallocation and correction of governmental immunity and risk fund staffing	2.18	41,715		2.18		41,715
insurance rate changes		20,052				20,052
contractually obligated adjustment		75,429				75,429
operational budget adjustments (civil)		10,272				10,272
operational budget adjustments (prosecutor)		57,081				57,081
outside legal fees (civil)		-53,260				-53,260
sr. city attorney (new) (RDA 75%)	1.00	118,667		0.75	-29,667	89,000
support costs for sr attorney		11,718				11,718
prosecutor (new)	2.00	120,000		1.00	-60,000	60,000
clerk (new) (prosecutors)	1.00	40,000		0.00	-40,000	0
equipment, and set up for additional staff		20,000				20,000
file clerk (new)	1.00	38,700		1.00		38,700
						0
Total Attorney	43.47		3,598,636	41.22	-129,667	3,468,969
Community Development:						
FY05 Beginning Balance	116.00	7,464,340		116.00		7,464,340
FY06 base personal services projection less FY05 budget	0.00	-31,370		0.00		-31,370
FY05 Amendment #4 Initiative #4 Building Inspector						0
\$30,000 amount annualized	1.00	61,488		1.00		61,488
FY05 Amendment #4 Initiative #4 Development Review Planner						0
\$30,000 amount annualized	1.00	60,504		1.00		60,504
FY05 Amendment #4 Initiative #4 Building Plans Examiner						0
\$30,000 amount annualized	1.00	59,784		1.00		59,784
insurance rate changes		41,076				41,076
contractually obligated adjustment		206,557				206,557
city planner (new)	1.00	60,504		1.00		60,504
nw quadrant master plan		154,000				154,000
structural engineer for seismic plan review (new)	1.00	78,000		1.00		78,000
contract expense for seismic plan review		-50,000				-50,000
historic preservation survey and plan for s. temple & w.capital hill		47,000				47,000
transfers from CIP for traffic calming						0
Non-infrastructure					114,000	114,000
Tansportation Master Plan update					30,000	30,000
Education campaign - traffic management					25,000	25,000
Total Community Development	121.00		8,151,883	121.00	169,000	8,320,883
City Council:						
FY05 Beginning Balance	18.60	1,540,353		18.60		1,540,353
FY06 base personal services projection less FY05 budget	0.00	1,368		0.00		1,368
insurance rate changes		9,768				9,768
contractually obligated adjustment		24,389				24,389
operating adjustments		-1,368				-1,368
auditing		0			-25,000	-25,000
travel		0			-3,000	-3,000
Total City Council	18.60		1,574,510	18.60	-28,000	1,546,510

ISSUE	Full time Equiv.	FY06 Mayor Recommended Changes	FY06 Mayor's Recommended Budget	Full time Equiv.	FY06 City Council Changes	FY06 City Council Adopted Budget
Fire:						
FY05 Beginning Balance	359.00	27,571,966		359.00		27,571,966
FY06 base personal services projection less FY05 budget	0.00	1,860		0.00		1,860
FY05 Amendment #4 Initiative #1 Airport Fire Captain \$48,328 amount annualized	1.00	76,176		1.00		76,176
insurance rate changes		182,820				182,820
contractually obligated adjustment		607,467				607,467
workers compensation		18,000				18,000
equipment cost increase for new apparatus		41,400				41,400
fleet fuel and maintenance		10,000				10,000
fire dispatcher (new)	2.00	99,192		2.00		99,192
overtime associated with adding dispatcher		-32,000				-32,000
						0
Total Fire	362.00		28,576,881	362.00	0	28,576,881
Management Services:						
FY05 Beginning Balance	117.46	9,384,164		117.46		9,384,164
FY06 base personal services projection less FY05 budget	0.00	121,855		0.00		121,855
correction of posting of IFAS accountant					-74,412	-74,412
correction of posting of special assessment coordinator					-31,172	-31,172
FY05 ongoing budget amendment: none						0
prior year one-time money for court IVR system		-174,000				-174,000
insurance rate changes		59,544				59,544
contractually obligated adjustment (Judge salaries)		226,932			-28,000	198,932
banking charges		20,000				20,000
payment processor/treasurer's office (new)	1.00	45,000		1.00		45,000
revenue auditor (new) (revenue offset)	1.00	70,000		1.00		70,000
prisoner transport for "forthwith" orders		7,500				7,500
						0
Total Management Services	119.46		9,760,995	119.46	-133,584	9,627,411
Mayor:						
FY05 Beginning Balance	17.00	1,495,039		17.00		1,495,039
FY06 base personal services projection less FY05 budget	0.00	-54,348		0.00		-54,348
Amendment #4 Imitative #5 economic development program \$55,000 amount annualized		55,000				55,000
pension rate changes		0				0
insurance rate changes		8,976				8,976
contractually obligated adjustment		32,239				32,239
economic development-additional assistance during mall reconstruction		60,000			-60,000	0
economic development assistant (new)	1.00	55,000		0.00	-55,000	0
economic development support costs		25,000				25,000
staff assistant (new)	1.00	50,665		0.00	-50,665	0
						0
Total Mayor	19.00		1,727,571	17.00	-165,665	1,561,906

ISSUE	Full time Equiv.	FY06 Mayor Recommended Changes	FY06 Mayor's Recommended Budget	Full time Equiv.	FY06 City Council Changes	FY06 City Council Adopted Budget
Police:						
FY05 Beginning Balance	574.57	45,035,037		574.57		45,035,037
FY06 base projection less FY05 budget	0.00	-177,880		0.00		-177,880
insurance rate changes		299,376				299,376
contractually obligated adjustment		1,077,978				1,077,978
career incentive program for 800 series		55,620			-20,000	35,620
fleet fuel		51,000				51,000
fleet maintenance		26,000				26,000
police LTD insurance		24,000				24,000
crime lab field technician (new)	1.00	46,000		1.00		46,000
hourly (retired) officer in burglary/larceny squad (new)	0.50	14,000		0.50		14,000
support staff (new)	2.00	78,000		1.00	-39,000	39,000
police officer (new with property tax)	15.00	1,313,000		0.00	-1,313,000	0
police officer (new; fund from general fund)				10.00	535,000	535,000
police equipment for new officers (7 officers one-time\$)					52,500	52,500
information specialist (new with property tax)	2.00	96,000		0.00	-96,000	0
support staff (new; fund with general fund)				1.00	48,000	48,000
attrition adjustment		-150,000				-150,000
police officer-financial crimes taskforce (attrition)	-1.00	-54,000		-1.00		-54,000
police officer-truck enforcement (attrition)	-2.00	-108,000		-2.00		-108,000
						0
Total Police	592.07		47,626,131	585.07	-832,500	46,793,631
Public Services:						
FY05 Beginning Balance	448.83	34,108,965		448.83		34,108,965
FY06 base projection less FY05 budget	0.50	81,602		0.50		81,602
insurance rate changes		123,876				123,876
contractually obligated adjustment		703,154				703,154
operational adjustments		40,090				40,090
energy reduction at plaza 349-amendment		-14,249				-14,249
janitorial, electricity, and natural gas		186,000				186,000
water		78,258				78,258
petroleum based products for street repair		68,700				68,700
fleet fuel		56,000				56,000
intermodal hub operating and maintenance (revenue offset)		32,000				32,000
worker's compensation		19,000				19,000
forestry "nursery" program (revenue offset)		7,500				7,500
tennis bubble (12,000 revenue offset)		32,000				32,000
no gf charge for fleet accountant	-0.10	-5,861		-0.10		-5,861
no gf charge for golf accountant	-0.10	-5,861		-0.10		-5,861
seasonal workers in central business district	-1.10	-18,300		-1.10		-18,300
general fund share of gallivan center operations		-42,630				-42,630
consultant services		-50,000				-50,000
engineering pavement management position (vacant)	-1.00	-64,465		-1.00		-64,465
streets construction manager (vacant)	-1.00	-80,130		-1.00		-80,130
contractual changes in franklin covey field contract	-8.74	-510,500		-8.74		-510,500
parking meter change over cost		20,000				20,000
operating changes is urban forestry		-30,000				-30,000
parks equipment mechanic (vacant)	-1.00	-48,000		-1.00		-48,000
plaza program supervisor (vacant)	-1.00	-57,000		-1.00		-57,000
						0
Total Public Services	435.29		34,630,149	435.29	0	34,630,149

ISSUE	Full time Equiv.	FY06 Mayor Recommended Changes	FY06 Mayor's Recommended Budget	Full time Equiv.	FY06 City Council Changes	FY06 City Council Adopted Budget
Non Departmental:						
FY05 Beginning Balance	0.00	38,266,878		0.00		38,266,878
Amendment #5 Initiative #A11 Street Lighting Power annualized		300,000				300,000
east valley chamber of commerce (no longer functioning)					-2,000	-2,000
tuition aid program (adjust to historical expense level)					-10,000	-10,000
legal defenders (2.00 additional defense attorneys)		87,071			-22,071	65,000
utah league of cities and towns (eliminate funding)		-100,000			100,913	913
national league (dues increase)		350				350
sl cog (dues increase)		884			-748	136
transitional housing pass through (revenue offset)		9,500				9,500
edcu (eliminate funding)		-107,992			108,000	8
icma benchmarking (dues increase)		530				530
us conference of mayors (dues increase)		950				950
sales tax rebate		-4,000				-4,000
telecommunication survey contract(funded one time in fy05)		-40,000				-40,000
compensation and other adjustments (funded one time in fy2005)		-567,453				-567,453
washington DC lobbyist (contract increase)		3,000				3,000
citywide newsletter (consolidate city news capsules)		60,000			-60,000	0
1st yr.debt service for salt palace \$8 million issue		205,024			-205,024	0
don't fund salt palace with debt--move funds available to CIP		0			205,024	205,024
change of CIP to 6.5%		-812,254			235,961	-576,293
shift impact fees to CIP only		-560,000				-560,000
transfer to street lighting		2,082			-7,299	-5,217
municipal elections		175,000				175,000
bonding and note expense		10,000				10,000
interest expense		2,083			24,375	26,458
risk management adjustment:						0
general share of insurance rate adjustment		3,800				3,800
general fund share of administrative costs		44,642				44,642
ims adjustments:						0
general fund share of contractually obligated adjustment		96,621				96,621
general fund share of insurance rate adjustments		34,000				34,000
general fund network support rate increase		125,516				125,516
slctv staffing and equipment adjustments (1.00FTE in IMS)		76,954				76,954
reduce transfer for Gov Immunity due to changes in staffing		-150,000				-150,000
arts grant program					20,000	20,000
transfer to Fleet for police cars (5 cars one-time \$)					125,000	125,000
additional employee compensation (non-union employees)					207,000	207,000
additional employee compensation (union employees)					329,000	329,000
Total Non Departmental	0.00		37,163,186	0.00	1,048,131	38,211,317
General Fund Total Expenses and Other Uses Budget	1,710.89	5,015,829	172,809,942	1,699.64	-922,285	172,737,657
July 1, 2004 Fund Balance/Reserves						19,969,000
FY05 usage of fund balance/reserves						-1,461,000
FY06 usage of fund balance/reserves						-887,300
July 1, 2005 Fund Balance/Reserves						17,620,700

ISSUE	Full time Equiv.	FY06 Mayor Recommended Changes	FY06 Mayor's Recommended Budget	Full time Equiv.	FY06 City Council Changes	FY06 City Council Adopted Budget
CAPITAL PROJECTS FUND (83)						
Revenue and Other Sources						
Taxes						
special assessments		-600,000	0			0
Intergovernmental Agency Revenue						
class "c" road funds--state		400,000	3,300,000			3,300,000
community development block grant (cdbg)--federal		862	1,694,558			1,694,558
salt lake county funds		-4,132	561,531			561,531
Charges and Fees for Services						
impact fees		-110,000	450,000			450,000
Interfund Transfers						
transfer from municipal building authority for Salt Palace expansion		6,400,000	6,400,000			6,400,000
transfer from RDA for Salt Palace expansion					1,600,000	1,600,000
transfer from general fund		-607,230	18,558,013		235,961	18,793,974
Fund Balance/Reserves		-366,375	4,468			4,468
transfer of prior year appropriation (83-05072 83-05073)					169,000	169,000
Capital Projects Fund Total Revenue and Other Sources Budget		5,113,125	30,968,570		2,004,961	32,973,531
Expenses and Other Uses						
Projects						
debt service		447,962	14,971,412		-1,059,293	13,912,119
percent for art projects		0	60,000		-60,000	0
class "c" road		400,000	3,300,000			3,300,000
community development block grant (cdbg) projects		-62,138	1,694,558			1,694,558
impact fee eligible projects		-110,000	450,000			450,000
pay as you go capital projects		-1,962,699	4,092,600		-4,092,600	0
Fund Liberty Park project					600,000	600,000
Fund Wasatch Hollow project					40,000	40,000
Fund Fenway / Strong Court project					40,000	40,000
fund balance for consideration later in the summer					4,767,854	4,767,854
fund balance		6,400,000	6,400,000		-6,400,000	0
salt palace expansion project					8,000,000	8,000,000
transfers to Transportation Division for traffic calming						0
Non-infrastructure					114,000	114,000
Transportation Master Plan update					30,000	30,000
Education campaign - traffic management					25,000	25,000
Capital Projects Fund Total Expenses and Other Uses Budget		5,113,125	30,968,570		1,835,961	32,973,531
July 1, 2004 Fund Balance/Reserves						19,969,000
FY05 usage of fund balance/reserves						-1,461,000
FY06 usage of fund balance/reserves						-887,300
July 1, 2005 Fund Balance/Reserves						17,620,700

ISSUE	Full time Equiv.	FY06 Mayor Recommended Changes	FY06 Mayor's Recommended Budget	Full time Equiv.	FY06 City Council Changes	FY06 City Council Adopted Budget
AIRPORT ENTERPRISE FUND (54,55)						
Revenue and Other Uses						
Revenue						
operating revenue		8,419,000	90,547,800			90,547,800
interest income		500,000	2,500,000			2,500,000
federal grants--for capital projects		1,765,600	44,883,400			44,883,400
passenger facility charges--for capital projects		-18,345,700	61,765,600			61,765,600
Airport Improvement Fund						
revenue		-36,216,388	0			0
Airport Fund Total Revenue and Other Sources Budget		-43,877,488	199,696,800		0	199,696,800
Expenses and Other Uses						
Expenses						
beginning fte	575.80			575.80		
operating expenses		3,940,012	75,288,800			75,288,800
capital outlay		-48,945,400	117,610,000			117,610,000
debt service		1,077,900	5,344,000			5,344,000
Fund Reserves						
airport improvement fund increase		0	1,104,000			1,104,000
operating and maintenance reserves		50,000	350,000			350,000
Airport Fund Total Expenses and Other Uses Budget	575.80	-43,877,488	199,696,800	575.80	0	199,696,800
GOLF ENTERPRISE FUND (59)						
Revenue and Other Uses						
Revenue						
green fees		-848,368	4,636,499			4,636,499
cart rental		-130,204	1,796,763			1,796,763
retail sales		-57,332	667,668			667,668
driving range fees		-86,031	314,256			314,256
season passes		-2,096	19,904			19,904
concessions		7,260	153,248			153,248
advertising fees		-14,760	58,840			58,840
interest income		-16,781	33,219			33,219
miscellaneous		6,260	34,023			34,023
Fund Reserves						
usage of reserves		376,641	377,618			377,618
Golf Fund Total Revenue and Other Sources Budget		-765,411	8,092,038		0	8,092,038
Expenses and Other Uses						
Expenses						
beginning fte	96.93			96.93		
operating expenses	-2.01	-244,992	6,992,327	-2.01		6,992,327
capital outlay		-288,150	120,800			120,800
debt service and interest		-232,269	978,911			978,911
Golf Fund Total Expenses and Other Uses Budget	94.92	-765,411	8,092,038	94.92	0	8,092,038

ISSUE	Full time Equiv.	FY06 Mayor Recommended Changes	FY06 Mayor's Recommended Budget	Full time Equiv.	FY06 City Council Changes	FY06 City Council Adopted Budget
INTERMODAL HUB ENTERPRISE FUND (50)						
Revenue and Other Uses						
Revenue						
federal grant		4,800,000	8,300,000		-6,800,000	1,500,000
state grant		8,000,000	8,000,000		-8,000,000	0
private funding		4,100,000	5,500,000		-2,500,000	3,000,000
building leases		299,172	307,572		-161,124	146,448
redevelopment agency of salt lake city		0	1,700,000			1,700,000
Other Sources						
bond proceeds		3,000,000	3,000,000			3,000,000
Fund Reserves						
usage of reserves		-711,600	0			0
Intermodal HUB Fund Total Revenue and Other Sources Budget		<u>19,487,572</u>	<u>26,807,572</u>		<u>-17,461,124</u>	<u>9,346,448</u>
Expenses and Other Uses						
Expenses						
operating expenses		162,615	175,615			175,615
capital outlay		18,469,957	25,669,957		-16,661,124	9,008,833
engineering and architectural services		800,000	800,000		-800,000	0
administrative service fees for general fund		55,000	162,000			162,000
Intermodal HUB Fund Total Expenses and Other Uses Budget		<u>19,487,572</u>	<u>26,807,572</u>		<u>-17,461,124</u>	<u>9,346,448</u>

ISSUE	Full time Equiv.	FY06 Mayor Recommended Changes	FY06 Mayor's Recommended Budget	Full time Equiv.	FY06 City Council Changes	FY06 City Council Adopted Budget
REFUSE COLLECTION ENTERPRISE FUND (57)						
Revenue and Other Uses						
Revenue						
refuse fees		-18,222	5,747,166			5,747,166
leaf removal fees from stormwater fund		-113,960	298,000			298,000
interest income		-4	80,000			80,000
Other Sources						
landfill dividend		-33,279	1,120,725			1,120,725
sale of vehicles		253,175	368,675			368,675
debt proceeds		1,990,825	1,990,825			1,990,825
Fund Reserves						
usage of reserves		-310,096	301,865			301,865
Refuse Fund Total Revenue and Other Sources Budget		1,768,439	9,907,256		0	9,907,256
Expenses and Other Uses						
Expenses						
beginning fte	39.72			39.72		
weekly trash collection		-38,040	4,017,543			4,017,543
curbside recycling		-212,146	990,950			990,950
annual neighborhood cleanup		-132,350	1,540,144			1,540,144
debt service		228,796	1,140,796			1,140,796
capital outlay/equipment		1,922,179	2,217,823			2,217,823
Refuse Fund Total Expenses and Other Uses Budget	39.72	1,768,439	9,907,256	39.72	0	9,907,256

ISSUE	Full time Equiv.	FY06 Mayor Recommended Changes	FY06 Mayor's Recommended Budget	Full time Equiv.	FY06 City Council Changes	FY06 City Council Adopted Budget
SEWER ENTERPRISE FUND (52)						
Revenue and Other Uses						
Revenue						
sewer service fees		-1,289,344	15,729,000			15,729,000
permits		0	85,000			85,000
interest income		-150,000	300,000			300,000
impact fees		75,000	400,000			400,000
other		0	667,000			667,000
Fund Reserves						
usage of reserves		-11,084,631	14,518,301			14,518,301
Sewer Fund Total Revenue and Other Sources Budget		<u>-12,448,975</u>	<u>31,699,301</u>		<u>0</u>	<u>31,699,301</u>
Expenses and Other Uses						
Expenses						
beginning fte	101.60			101.60		
personal services		177,682	6,159,932			6,159,932
materials and supplies		7,941	1,376,875			1,376,875
charges for services		-154,748	2,165,894			2,165,894
debt services		-399,450	1,935,000			1,935,000
Other Uses						
capital outlay/equipment		318,600	1,386,600			1,386,600
capital improvement		-12,399,000	18,675,000			18,675,000
Sewer Fund Total Expenses and Other Uses Budget	<u>101.60</u>	<u>-12,448,975</u>	<u>31,699,301</u>	<u>101.60</u>	<u>0</u>	<u>31,699,301</u>

ISSUE	Full time Equiv.	FY06 Mayor Recommended Changes	FY06 Mayor's Recommended Budget	Full time Equiv.	FY06 City Council Changes	FY06 City Council Adopted Budget
STORMWATER ENTERPRISE FUND (53)						
Revenue and Other Uses						
Revenue						
stormwater service fees		-103,151	5,245,000			5,245,000
county flood control		0	200,000			200,000
interest income		0	200,000			200,000
impact fees		0	200,000			200,000
other		0	10,000			10,000
Other Sources						
systems constructed by developers and transferred to city		0	516,000			516,000
Fund Reserves						
usage of reserves		-6,293,941	8,254,134			8,254,134
Stormwater Fund Total Revenue and Other Sources Budget		<u>-6,397,092</u>	<u>14,625,134</u>		<u>0</u>	<u>14,625,134</u>
Expenses and Other Uses						
Expenses						
beginning fte	26.50			26.50		
personal services		52,665	1,534,983			1,534,983
materials and supplies		2,100	126,000			126,000
charges for services		-5,657	1,267,151			1,267,151
debt services		-40,000	600,000			600,000
Other Uses						
capital outlay/equipment		-276,200	223,000			223,000
capital improvement		-6,130,000	10,874,000			10,874,000
Stormwater Fund Total Expenses and Other Uses Budget	<u>26.50</u>	<u>-6,397,092</u>	<u>14,625,134</u>	<u>26.50</u>	<u>0</u>	<u>14,625,134</u>

ISSUE	Full time Equiv.	FY06 Mayor Recommended Changes	FY06 Mayor's Recommended Budget	Full time Equiv.	FY06 City Council Changes	FY06 City Council Adopted Budget
WATER ENTERPRISE FUND (51)						
Revenue and Other Uses						
Revenue						
metered sales		2,559,354	45,215,257			45,215,257
interfund charges		130,000	2,256,425			2,256,425
interest income		-50,000	450,000			450,000
impact fees		0	1,000,000			1,000,000
Other Sources						
systems constructed by developers and transferred to city		-439,752	855,000			855,000
sale of used equipment		0	50,000			50,000
bond proceeds		2,098,490	2,098,490			2,098,490
Fund Reserves						
usage of reserves		-2,554,658	11,182,731			11,182,731
Water Fund Total Revenue and Other Sources Budget		1,743,434	63,107,903		0	63,107,903
Expenses and Other Uses						
Expenses						
beginning fte	267.60			267.60		
personal services	-1.00	519,217	14,509,670	-1.00		14,509,670
materials and supplies		-2,370	2,370,779			2,370,779
charges for services		4,165,061	21,826,219			21,826,219
debt services		-2,117,748	2,620,000			2,620,000
Other Uses						
capital outlay/equipment		182,800	2,165,500			2,165,500
capital improvement		-1,003,526	19,615,735			19,615,735
Water Fund Total Expenses and Other Uses Budget	266.60	1,743,434	63,107,903	266.60	0	63,107,903

ISSUE	Full time Equiv.	FY06 Mayor Recommended Changes	FY06 Mayor's Recommended Budget	Full time Equiv.	FY06 City Council Changes	FY06 City Council Adopted Budget
FLEET MANAGEMENT INTERNAL SERVICE FUND (61)						
Revenue and Other Uses						
Revenue						
maintenance fees		139,432	4,508,160			4,508,160
fuel fees		227,014	2,085,850			2,085,850
other		2,539	60,500			60,500
Other Sources						
sale of vehicles		50,000	450,000			450,000
transfer from the general fund		0	5,010,381		125,000	5,135,381
debt proceeds		3,800,500	3,800,500			3,800,500
Fund Reserves						
usage of reserves		380,129	429,628		-200,000	229,628
Fleet Fund Total Revenue and Other Sources Budget		<u>4,599,614</u>	<u>16,345,019</u>		<u>-75,000</u>	<u>16,270,019</u>
Expenses and Other Uses						
Expenses						
beginning fte	42.90			42.90		
personal services	0.10	61,951	2,571,722	0.10		2,571,722
parts and supplies		295,486	4,009,150			4,009,150
charges for services		71,837	758,059			758,059
debt services and interest		-950,160	3,419,088			3,419,088
Other Uses						
capital outlay/equipment		5,120,500	5,587,000			5,587,000
police cars					125,000	125,000
do not fund YouthCity buses					-200,000	-200,000
Fleet Fund Total Expenses and Other Uses Budget	<u>43.00</u>	<u>4,599,614</u>	<u>16,345,019</u>	<u>43.00</u>	<u>-75,000</u>	<u>16,270,019</u>
GOVERNMENTAL IMMUNITY INTERNAL SERVICE FUND (85)						
Revenue and Other Uses						
Revenue						
interest income		-19,355	54,000			54,000
other		-35,310	69,276			69,276
Other Sources						
transfer from the general fund		-150,000	1,150,000			1,150,000
Fund Reserves						
usage of reserves		-1,689	0			0
Governmental Immunity Fund Total Revenue and Other Sources Budget		<u>-206,354</u>	<u>1,273,276</u>		<u>0</u>	<u>1,273,276</u>
Expenses and Other Uses						
Expenses						
beginning fte	4.65			4.65		
personal services	-2.48	-211,774	214,376	-2.48		214,376
other administrative costs		2,420	43,900			43,900
claims and court costs		3,000	1,015,000			1,015,000
Governmental Immunity Fund Total Expenses and Other Uses Budget	<u>2.17</u>	<u>-206,354</u>	<u>1,273,276</u>	<u>2.17</u>	<u>0</u>	<u>1,273,276</u>

ISSUE	Full time Equiv.	FY06 Mayor Recommended Changes	FY06 Mayor's Recommended Budget	Full time Equiv.	FY06 City Council Changes	FY06 City Council Adopted Budget
INFORMATION MANAGEMENT SERVICES INTERNAL SERVICE FUND (65)						
Revenue and Other Uses						
Revenue						
fees from departments and funds		15,656	2,579,317			2,579,317
interest income		-55,000	20,000			20,000
Other Sources						
transfer from the general fund		333,091	5,161,883			5,161,883
transfer from fund balance (software for SLCTV)						0
transfer from fund balance (IMS Deficit)						0
miscellaneous and sale of used equipment		-1	37,077			37,077
Fund Reserves						
usage of reserves		-34,754	0			0
IMS Fund Total Revenue and Other Sources Budget		<u>258,992</u>	<u>7,798,277</u>		<u>0</u>	<u>7,798,277</u>
Expenses and Other Uses						
Expenses						
beginning fte	59.00			59.00		
network and infrastructure program		-21,607	2,667,664			2,667,664
software engineering program		96,888	1,323,740			1,323,740
WEB services program		-58,480	389,554			389,554
telephone services program		88,238	852,387			852,387
department consultants program		37,725	1,025,761			1,025,761
systems security program		-133,290	395,779			395,779
accounting system maintenance program		0	178,994			178,994
salt lake community television (slctv)--video processing	1.00	46,270	76,820	1.00		76,820
ims administration		-204,928	479,402			479,402
Other Uses						
capital outlay/equipment		225,000	225,000			225,000
Fund Reserves						
increase in reserves		183,176	183,176			183,176
IMS Fund Total Expenses and Other Uses Budget	<u>60.00</u>	<u>258,992</u>	<u>7,798,277</u>	<u>60.00</u>	<u>0</u>	<u>7,798,277</u>

ISSUE	Full time Equiv.	FY06 Mayor Recommended Changes	FY06 Mayor's Recommended Budget	Full time Equiv.	FY06 City Council Changes	FY06 City Council Adopted Budget
INSURANCE & RISK MANAGEMENT INTERNAL SERVICE FUND (87)						
Revenue and Other Uses						
Revenue						
insurance premiums		1,629,930	29,292,575			29,292,575
interest income		-378	20,000			20,000
Other Sources						
transfer from other funds for bus pass program		8,448	102,024			102,024
Fund Reserves						
usage of reserves		-2,661	0			0
accumulated subrogation						0
Insurance and Risk Fund Total Revenue and Other Sources Budget		1,635,339	29,414,599		0	29,414,599
Expenses and Other Uses						
Expenses						
beginning fte	6.34			6.34		
health insurance program		1,304,144	22,091,480			22,091,480
dental insurance program		0	1,765,008			1,765,008
life/accidental death insurance program		105,476	1,131,968			1,131,968
long-term disability program		71,236	605,608			605,608
workers compensation program		75,573	1,693,816			1,693,816
unemployment compensation program		64,620	206,400			206,400
property insurance and surety bonds program		-5,887	987,548			987,548
bus pass program		8,448	102,024			102,024
loss control/safety program		-376	20,000			20,000
employee insurance program administration		-6,446	614,707			614,707
property insurance, worker compensation, unemployment compensation, and safety program administration	0.30	18,551	196,040	0.30		196,040
transfer to general fund (subrogation)						0
Insurance and Risk Fund Total Expenses and Other Uses Budget	6.64	1,635,339	29,414,599	6.64	0	29,414,599

ISSUE	Full time Equiv.	FY06 Mayor Recommended Changes	FY06 Mayor's Recommended Budget	Full time Equiv.	FY06 City Council Changes	FY06 City Council Adopted Budget
DEBT SERVICE FUND (81)						
Revenue and Other Uses						
Other Sources						
transfer from general fund		2,191,185	13,106,460			13,106,460
salt lake county		-4,132	561,531			561,531
Series 2005A bonds						0
transfer from golf fund					694,606	694,606
transfer from RDA/SARR					1,236,089	1,236,089
transfer from MBA					50,000	50,000
transfer from CIP					1,220,375	1,220,375
redevelopment agency of salt lake city (sarr)		509,743	509,743			509,743
Fund Reserves						
usage of reserves		-41,122	10,000			10,000
accumulated interest on county ice sheet payment to city					152,000	152,000
Debt Service Fund Total Revenue and Other Sources Budget		2,655,674	14,187,734		3,353,070	17,540,804
Expenses and Other Uses						
Expenses						
city/county building general obligation bond						
principal		85,000	2,220,000			2,220,000
interest		-106,750	735,425			735,425
trustee fees		-1,195	600			600
sub total		-22,945	2,956,025			2,956,025
motor fuel tax revenue 1999 bonds						
principal		30,000	600,000			600,000
interest		-27,360	129,435			129,435
trustee fees and arbitrage calculation		0	3,820			3,820
sub total		2,640	733,255			733,255
library square general obligation bond						
principal		145,000	3,390,000			3,390,000
interest		-159,250	3,519,969			3,519,969
trustee fees and arbitrage calculation		-1,850	2,350			2,350
sub total		-16,100	6,912,319			6,912,319
zoo and aviary 2004 general obligation bonds						
principal		65,000	435,000			435,000
interest		-78,268	445,138			445,138
trustee fees and arbitrage calculation		850	1,500			1,500
sub total		-12,418	881,638			881,638
sales tax revenue 2004 bonds						
principal		1,600,000	1,600,000			1,600,000
interest		642,000	642,000			642,000
trustee fees and arbitrage calculation		47,781	47,781			47,781
sub total		2,289,781	2,289,781			2,289,781
salt palace sales tax revenue 2005 bond						
interest		205,024	205,024			205,024
fleet facility sales tax revenue 2005 bond						
interest		209,692	209,692			209,692
transfer to general fund (interest on county ice sheet payments)					152,000	152,000
Series 2005A						0
Debt Service - Bond Principal & Interest					3,197,920	3,197,920
Other Costs - Trustee Fees & Arbitrage					3,150	3,150
Debt Service Fund Total Expenses and Other Uses Budget	0.00	2,655,674	14,187,734	0.00	3,353,070	17,540,804

ISSUE	Full time Equiv.	FY06 Mayor Recommended Changes	FY06 Mayor's Recommended Budget	Full time Equiv.	FY06 City Council Changes	FY06 City Council Adopted Budget
SPECIAL IMPROVEMENTS DEBT SERVICE (SID) FUND (20,40,49)						
Revenue and Other Uses						
Revenue						
special assessment taxes		-171,492	1,680,076			1,680,076
interest income		0	150,000			150,000
SID Fund Total Revenue and Other Sources Budget		-171,492	1,830,076		0	1,830,076
Expenses and Other Uses						
Expenses						
bond principal		36,000	861,000			861,000
bond interest		-32,126	704,142			704,142
bonding related expenses		-6,026	187,877			187,877
legal fees, lien releases, and arbitrage		-1,700	65,250			65,250
Fund Reserves						
increase to reserves		-167,640	11,807			11,807
SID Fund Total Expenses and Other Uses Budget	0.00	-171,492	1,830,076	0.00	0	1,830,076
DOWNTOWN ECONOMIC DEVELOPMENT SPECIAL REVENUE FUND (46)						
Revenue and Other Uses						
Revenue						
special assessment taxes		-8,050	700,000			700,000
Downtotwn Eco.Dev. Fund Total Revenue and Other Sources Budget		-8,050	700,000		0	700,000
Expenses and Other Uses						
Expenses						
contract payments for economic development services		-8,050	700,000			700,000
Downtown Eco.Dev. Fund Total Expenses and Other Uses Budget	0.00	-8,050	700,000	0.00	0	700,000

ISSUE	Full time Equiv.	FY06 Mayor Recommended Changes	FY06 Mayor's Recommended Budget	Full time Equiv.	FY06 City Council Changes	FY06 City Council Adopted Budget
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) OPERATING SPECIAL REVENUE FUND (71)						
Revenue and Other Uses						
Revenue						
grant revenue (federal housing and urban development)		-238,955	2,955,349			2,955,349
Fund Reserves						
prior year (carryover) funds		-21,862	378,138			378,138
CDBG Fund Total Revenue and Other Sources Budget		-260,817	3,333,487		0	3,333,487
Expenses and Other Uses						
Expenses						
housing related projects		-28,315	1,346,000			1,346,000
public services projects		-36,164	697,486			697,486
public services building improvements projects		-17,147	577,280			577,280
planning		-90,000	0			0
city general administration		-9,191	712,721			712,721
funds for overruns		-80,000	0			0
CDBG Fund Total Expenses and Other Uses Budget	0.00	-260,817	3,333,487	0.00	0	3,333,487
MISCELLANEOUS GRANTS OPERATING SPECIAL REVENUE FUND (72)						
Revenue and Other Uses						
Revenue						
emergency shelter (ESG) grant revenue		-3,289	179,118			179,118
housing opportunities for people with AIDS (HOPWA) grant revenue		33,782	423,167			423,167
other grant revenue		-637,653	817,383			817,383
small business revolving loan fund carryover			0		1,338,816	1,338,816
housing trust fund carryover			0		2,682,114	2,682,114
RDA housing trust fund carryover			0		650,987	650,987
Fund Reserves						
Misc.Grants Oper. Fund Total Revenue and Other Sources Budget		-607,160	1,419,668		4,671,917	6,091,585
Expenses and Other Uses						
Expenses						
ESG		-3,289	179,118			179,118
HOPWA		33,782	423,167			423,167
OTHER GRANTS		-637,653	817,383			817,383
small business revolving loan fund		0	0		1,338,816	1,338,816
housing trust fund		0	0		2,682,114	2,682,114
RDA housing trust fund			0		650,987	650,987
Misc.Grants Oper. Fund Total Expenses and Other Uses Budget	0.00	-607,160	1,419,668	0.00	4,671,917	6,091,585

ISSUE	Full time Equiv.	FY06 Mayor Recommended Changes	FY06 Mayor's Recommended Budget	Full time Equiv.	FY06 City Council Changes	FY06 City Council Adopted Budget
EMERGENCY 911 SPECIAL REVENUE FUND (60)						
Revenue and Other Uses						
Revenue						
E911 surcharges		0	2,170,000			2,170,000
interest income		46,000	46,000			46,000
Fund Reserves						
usage of reserves for equipment		-672,400	0			0
E911 Emergency Fund Total Revenue and Other Sources Budget		<u>-626,400</u>	<u>2,216,000</u>		<u>0</u>	<u>2,216,000</u>
Expenses and Other Uses						
Expenses						
administrative reimbursement to the general fund		101,300	1,462,000			1,462,000
equipment maintenance and other operating costs		12,700	308,100			308,100
equipment		-901,300	285,000			285,000
Fund Reserves						
increase to reserves		160,900	160,900			160,900
E911 Emergency Fund Total Expenses and Other Uses Budget	0.00	<u>-626,400</u>	<u>2,216,000</u>	0.00	<u>0</u>	<u>2,216,000</u>
STREET LIGHTING SPECIAL REVENUE FUND (30)						
Revenue and Other Uses						
Revenue						
special assessment taxes		466	396,239		-21,900	374,339
Other Sources						
transfer from general fund		6,078	132,082		-7,299	124,783
Fund Reserves						
usage of reserves for capital replacement		583,723	1,495,962			1,495,962
transfer from fund balance					232,038	232,038
excess amount in guarantee account					50,000	50,000
Street Lighting Fund Total Revenue and Other Sources Budget		<u>590,267</u>	<u>2,024,283</u>		<u>252,839</u>	<u>2,277,122</u>
Expenses and Other Uses						
Expenses						
electricity charges and maintenance fees		-109,157	207,788		-5,655	202,133
other service costs		35,624	88,495		-1,657	86,838
repair and replacement of fixtures and poles		663,800	1,728,000		258,371	1,986,371
transfer to IMS fund					-48,220	-48,220
transfer to general fund					50,000	50,000
Street Lighting Fund Total Expenses and Other Uses Budget	0.00	<u>590,267</u>	<u>2,024,283</u>	0.00	<u>252,839</u>	<u>2,277,122</u>

ISSUE	Full time Equiv.	FY06 Mayor Recommended Changes	FY06 Mayor's Recommended Budget	Full time Equiv.	FY06 City Council Changes	FY06 City Council Adopted Budget
HOUSING LOAN SPECIAL REVENUE FUND (78)						
Revenue and Other Uses						
Revenue						
loan repayments		0	845,000			845,000
interest income		-58,000	596,000			596,000
community development block grant revenue		-39,682	0			0
housing and urban development federal grant		93,306	663,306			663,306
Housing Loan Fund Total Revenue and Other Sources Budget		<u>-4,376</u>	<u>2,104,306</u>		<u>0</u>	<u>2,104,306</u>
Expenses and Other Uses						
Expenses						
loan disbursements		1,624	2,104,306			2,104,306
Fund Reserves						
increase to reserves		-6,000	0			0
Housing Loan Fund Total Expenses and Other Uses Budget	0.00	<u>-4,376</u>	<u>2,104,306</u>	0.00	<u>0</u>	<u>2,104,306</u>
DONATIONS SPECIAL REVENUE FUND (77)						
Revenue and Other Uses						
Revenue						
donations		0	400,000			400,000
Donations Fund Total Revenue and Other Sources Budget		<u>0</u>	<u>400,000</u>		<u>0</u>	<u>400,000</u>
Expenses and Other Uses						
Expenses						
use of donations for trust related purposes		0	400,000			400,000
Donations Loan Fund Total Expenses and Other Uses Budget	0.00	<u>0</u>	<u>400,000</u>	0.00	<u>0</u>	<u>400,000</u>

ISSUE	Full time Equiv.	FY06 Mayor Recommended Changes	FY06 Mayor's Recommended Budget	Full time Equiv.	FY06 City Council Changes	FY06 City Council Adopted Budget
OTHER SPECIAL REVENUE FUND (73)						
Revenue and Other Uses						
Other Sources						
transfer from general fund		0	26,500			26,500
Fund Reserves						
usage of reserves		0	126,500			126,500
Other Spec. Rev. Fund Total Revenue and Other Sources Budget		<u>0</u>	<u>153,000</u>		<u>0</u>	<u>153,000</u>
Expenses and Other Uses						
Expenses						
beginning fte	1.08			1.08		
contract payments		0	26,500			26,500
part-time staffing		0	100,000			100,000
other expenses		0	26,500			26,500
Other Spec.Rev.Fund Total Expenses and Other Uses Budget	<u>1.08</u>	<u>0</u>	<u>153,000</u>	<u>1.08</u>	<u>0</u>	<u>153,000</u>
 Grand Total All Funds Revenue and Other Sources Budget		<u>-22,505,330</u>	<u>640,914,241</u>		<u>-7,325,622</u>	<u>633,588,619</u>
Grand Total All Funds Expenses and Other Uses Budget	<u>2928.92</u>	<u>-22,505,330</u>	<u>640,914,241</u>	<u>2917.67</u>	<u>-8,344,622</u>	<u>633,588,619</u>
					-1,019,000	
	0					

ISSUE	Full time Equiv.	FY06 Mayor Recommended Changes	FY06 Mayor's Recommended Budget	Full time Equiv.	FY06 City Council Changes	FY06 City Council Adopted Budget
MUNICIPAL BUILDING AUTHORITY						
Revenue and Other Uses						
Other Sources						
capital projects fund		-1,740,522	1,303,421			
move to sales tax debt					-1,303,421	0
golf fund		1,555	719,698			
move to sales tax debt					-719,698	0
RDA-baseball stadium		-509,257	0			0
RDA-ice arena		0	1,037,703			
move to sales tax debt					-1,037,703	0
RDA-gateway		0	274,810			
move to sales tax debt					-274,810	0
appropriation of accumulated county ice sheet payments					1,600,000	1,600,000
Fund Reserves						
usage of reserves		-245,229	50,000			50,000
reserves from defeasance to capital projects fund		6,400,000	6,400,000			6,400,000
Other Special Revenue Fund Total Revenue and Other Sources Budget		3,906,547	9,785,632		-1,735,632	8,050,000
Expenses and Other Uses						
Expenses						
bond principal		-1,535,000	880,000			
move to sales tax debt					-880,000	0
bond interest		-949,603	2,491,112			
move to sales tax debt					-2,491,112	0
trustee fees		-6,350	7,020			
move to sales tax debt					-7,020	0
arbitrage calculation services		-2,500	7,500			
move to sales tax debt					-7,500	0
Other Uses						
transfer to capital projects fund		6,400,000	6,400,000			6,400,000
transfer to sales tax debt service					50,000	50,000
loan to RDA					1,600,000	1,600,000
Other Special Revenue Fund Total Expenses and Other Uses Budget	0.00	3,906,547	9,785,632	0.00	-1,735,632	8,050,000

SALT LAKE CITY COUNCIL STAFF REPORT

DATE: June 17, 2005

BUDGET FOR: **EMPLOYEE COMPENSATION; FISCAL YEAR 2005-06**

STAFF REPORT BY: Sylvia Jones and Gary Mumford

cc: Rocky Fluhart, Sam Guevara, Brenda Hancock, Vic Blanton, Jamey Knighton, DJ Baxter

The City classifies various employee groups under pay “series.”

100 Series (operations and maintenance): The proposed ordinance funds the first year of a three year memorandum of understanding agreed to by the City and the American Federation of State County & Municipal Employees Local 1004 (AFSCME). The Administration has provided a synopsis of the highlights and changes made to the labor bargaining contracts for 100 and 200 Series employees (see attached).

- 2.0% market adjustment on June 19, 2005*.

(*Because of the difficulty in programming a partial raise, this year’s pay adjustments begin on June 19th, which is the pay period that includes July 1st.)

200 Series (technical and clerical): The proposed ordinance funds the first year of a three year memorandum of understanding agreed to by the City and the American Federation of State County & Municipal Employees Local 1004 (AFSCME). The Administration has provided a synopsis of the highlights and changes made to the labor bargaining contracts for 100 and 200 Series employees (see attached).

- 2.0% market adjustment on June 19, 2005.

400 Series (Fire Union): The previously agreed upon ordinance approves the continuation of a memorandum of understanding between Salt Lake City and the Fire Fighters Local. The term of agreement is for three years which began July 2004 and ends June 2007. Specifically, the salary schedules contain the following changes:

- 2.0% increase to base pay on June 19, 2005.
- 1.2% increase to base pay on January 1, 2006.

500 Series (Police Union): The previously agreed upon ordinance approves the continuation of a memorandum of understanding between Salt Lake City and the International Union of Police Associations, Local 75, AFL-CIO. The term of

agreement is for two years which began July 2004 and ends June 2006. The proposed salary schedules contain the following:

- 2.0% increase to base pay on June 19, 2005.
- 2.5% increase to base pay on January 1, 2006.

300/600 Series (professional): Those employees in the 300 series are subject to the overtime provisions of the Fair Labor Standards Act and receive overtime or compensatory time for time worked over 40 hours per week. Employees in the 600 series are salaried and exempt from the overtime provisions of the Fair Labor Standards Act. There are 15 grades in the 300 series (301 to 315) and in the 600 series (601 to 615), but these grades are not steps to which employees advance. Each grade has a salary range that reflects the normal growth and productivity potential.

The ordinance prepared for 300/600 Series compensation is not negotiated with a bargaining unit. However, the Administration does work with a group of employee representatives called the Professional Employees Council (PEC) to review the implications of proposed changes.

- 2.25% general percentage increase (including the tentatively proposed 0.25% additional compensation increase)

The Administration uses a factoring system for calculating general pay increases that provides a greater increase for employees substantially below midpoint and a smaller increase for those over midpoint. The theory is that once employees have significant experience in their positions, the employees should be paid near the midpoint of the salary range. This approach was put in place so that long-term employees do not continue to receive salary increases that put their pay at a rate that is significantly above the rate that the 'market' would pay for the position. Those employees below the midpoint receive a greater increase than the general percentage increase depending on how much below the midpoint. Employees above the midpoint receive less than the general percentage increase. Since more City employees are below the midpoint than above the midpoint, the average increase for the Mayor's proposed 2% general percentage increase is 2.7%. The average increase for a 2.25% increase is 3.1%. The Council has specified that the additional 0.25% is tentatively under consideration, and is subject to revenue availability. The Council has not yet had the opportunity to discuss this in context with the increases proposed for other pay groups.

700 Series (part-time employees who perform essentially the same duties of employees classified by the City as 100 and 200 series): Employees covered by this compensation plan regularly work 20 or more hours per week but fewer than 40. The plan does not apply to seasonal or temporary employees. Wages are the entry level for the applicable job grouping. These employees receive 4 hours of pay for each holiday. Vacation leave is granted at half of the amount of full-time employees. The City contributes to the state retirement system for these

employees. The ordinance prepared for 700 Series compensation is not negotiated with a bargaining unit.

- 2.0% market adjustment beginning June 19, 2005.

800 Series (police sergeants, lieutenants, captains): The ordinance prepared for 800 Series compensation is not negotiated with a bargaining unit. However, the Administration does work with a group of employee representatives (PEC and sergeants, lieutenants and captains associations) to review the implications of proposed changes. The 3.0% increase is tentatively under consideration, and is subject to revenue availability.

- 3.0% increase to base pay on June 19, 2005. (Original proposal was 2.0%.)

Employees in the 800 series receive the general percentage pay increase without any adjustment for midpoint. These employees are not provided merit or step increases. This pay plan is structured differently than the 300/600 series, and this is why the increase number is different.

900 Series (fire captain, battalion chief): The ordinance prepared for the 900 Series compensation is not negotiated with a bargaining unit. However, the Administration does work with a group of employee representatives (PEC) to review the implications of proposed changes. The 3.0% increase is tentatively under consideration, and is subject to revenue availability.

- 3.0% increase to base pay on June 19, 2005.

Employees in the 900 series receive the general percentage pay increase without any adjustment for midpoint. These employees are not provided merit or step increases. This pay plan is structured differently than the 300/600 series, and this is why the increase number is different.

Unclassified Employees (appointed staff in the Mayor's Office, Council Office, City Attorney's Office, administrative secretaries of department directors): Employees in the unclassified compensation plan are "at will" and subject to termination without cause. These employees receive a severance benefit of one week for each year of service up to a maximum of six weeks but do not have longevity or lay-off benefits. (Professional employees not in this pay plan have bumping rights and, for one year, can fill a vacant position anywhere in the City if satisfying minimum qualifications.) This compensation plan provides greater discretion of the appointing authority in deciding the unclassified employee's salary.

Executive Employees: The Mayor's Recommended Budget contains the same pay adjustments as the compensation plan for the 600 series employees.

- 2.25% general percentage pay increase for executives, as a guideline for base pay and performance-based adjustments. Base pay increases may vary between individuals from zero percent to six percent or more, as the Mayor (or Council in the case of Council Office employees in this pay plan) and the department heads deem appropriate. Department heads are expected to make judgments reflecting their perception of the value of each executive's contribution to the City, and how much money for raises should be distributed to maintain an equitable relationship between incumbents. Executives do not receive anniversary date or "merit step" changes.

Elected Officials:

In accordance with *Resolution No. 70 of 1993*, elected officials are given the same salary increase as the approximate average increase for the City's professional employees.

APPENDIX "A"**Effective 6/19/2005**

Step	A - Days		B - Afternoons		C - Graveyards		
Grade	Hourly Rate	Monthly Equivalent	Hourly Rate	Monthly Equivalent	Hourly Rate	Monthly Equivalent	Years of Service
501	\$15.41	\$2,671.07	\$15.80	\$2,737.84	\$16.18	\$2,804.62	Entry
502	\$16.57	\$2,872.13	\$16.98	\$2,943.94	\$17.40	\$3,015.74	1
503	\$17.66	\$3,061.07	\$18.10	\$3,137.59	\$18.54	\$3,214.12	2
504	\$18.78	\$3,255.20	\$19.25	\$3,336.58	\$19.72	\$3,417.96	3
505	\$19.92	\$3,452.80	\$20.42	\$3,539.12	\$20.92	\$3,625.44	4
506	\$21.07	\$3,652.13	\$21.60	\$3,743.44	\$22.12	\$3,834.74	5
507	\$21.93	\$3,801.20	\$22.48	\$3,896.23	\$23.03	\$3,991.26	6
508	\$22.79	\$3,950.27	\$23.36	\$4,049.02	\$23.93	\$4,147.78	7
509	\$23.67	\$4,102.80	\$24.26	\$4,205.37	\$24.85	\$4,307.94	8
510	\$24.80	\$4,298.67	\$25.42	\$4,406.13	\$26.04	\$4,513.60	9+

APPENDIX "B"**Effective 1/1/2006**

Step	A - Days		B - Afternoons		C - Graveyards		
Grade	Hourly Rate	Monthly Equivalent	Hourly Rate	Monthly Equivalent	Hourly Rate	Monthly Equivalent	Years of Service
501	\$15.80	\$2,738.67	\$16.20	\$2,807.13	\$16.59	\$2,875.60	Entry
502	\$16.98	\$2,943.20	\$17.40	\$3,016.78	\$17.83	\$3,090.36	1
503	\$18.10	\$3,137.33	\$18.55	\$3,215.77	\$19.01	\$3,294.20	2
504	\$19.25	\$3,336.67	\$19.73	\$3,420.08	\$20.21	\$3,503.50	3
505	\$20.42	\$3,539.47	\$20.93	\$3,627.95	\$21.44	\$3,716.44	4
506	\$21.60	\$3,744.00	\$22.14	\$3,837.60	\$22.68	\$3,931.20	5
507	\$22.48	\$3,896.53	\$23.04	\$3,993.95	\$23.60	\$4,091.36	6
508	\$23.36	\$4,049.07	\$23.94	\$4,150.29	\$24.53	\$4,251.52	7
509	\$24.26	\$4,205.07	\$24.87	\$4,310.19	\$25.47	\$4,415.32	8
510	\$25.42	\$4,406.13	\$26.06	\$4,516.29	\$26.69	\$4,626.44	9+

Appendix A
SLCC Base Wage Table for Non-Sworn Inspector, Public Education Specialist

Effective June 19, 2005 Through December 31, 2005

Step	Schedule Includes Longevity				
	Annual Equivalent	Bi-Weekly Equivalent	Combat Pay Rate	Day Pay Rate	Monthly Equivalent
410A	\$ 32,032	\$ 1,232.00	\$ 11.00	\$ 15.40	\$ 2,669
410B	\$ 33,717	\$ 1,296.80	\$ 11.58	\$ 16.21	\$ 2,810
410C	\$ 35,485	\$ 1,364.80	\$ 12.19	\$ 17.06	\$ 2,957
410D	\$ 37,357	\$ 1,436.80	\$ 12.83	\$ 17.96	\$ 3,113
410E	\$ 39,312	\$ 1,512.00	\$ 13.50	\$ 18.90	\$ 3,276
410F	\$ 41,392	\$ 1,592.00	\$ 14.21	\$ 19.90	\$ 3,449
410G	\$ 43,576	\$ 1,676.00	\$ 14.96	\$ 20.95	\$ 3,631
410H	\$ 45,864	\$ 1,764.00	\$ 15.75	\$ 22.05	\$ 3,822
410I	\$ 48,277	\$ 1,856.80	\$ 16.58	\$ 23.21	\$ 4,023
410J	\$ 50,814	\$ 1,954.40	\$ 17.45	\$ 24.43	\$ 4,235
410K	\$ 51,147	\$ 1,967.20	\$ 17.56	\$ 24.59	\$ 4,262
410L	\$ 51,459	\$ 1,979.20	\$ 17.67	\$ 24.74	\$ 4,288
410M	\$ 51,771	\$ 1,991.20	\$ 17.78	\$ 24.89	\$ 4,314

Appendix A-1
SLCC Fire Fighter Base Wage Table

Effective June 19, 2005 Through December 31, 2005

Step	Schedule Includes Longevity				
	Annual Equivalent	Bi-Weekly Equivalent	Combat Pay Rate	Day Pay Rate	Monthly Equivalent
415A	\$ 33,862	\$ 1,302.40	\$ 11.63	\$ 16.28	\$ 2,822
415B	\$ 35,630	\$ 1,370.40	\$ 12.24	\$ 17.13	\$ 2,969
415C	\$ 37,502	\$ 1,442.40	\$ 12.88	\$ 18.03	\$ 3,125
415D	\$ 39,478	\$ 1,518.40	\$ 13.56	\$ 18.98	\$ 3,290
415E	\$ 41,558	\$ 1,598.40	\$ 14.27	\$ 19.98	\$ 3,463
415F	\$ 43,742	\$ 1,682.40	\$ 15.02	\$ 21.03	\$ 3,645
415G	\$ 46,051	\$ 1,771.20	\$ 15.81	\$ 22.14	\$ 3,838
415H	\$ 48,464	\$ 1,864.00	\$ 16.64	\$ 23.30	\$ 4,039
415I	\$ 51,022	\$ 1,962.40	\$ 17.52	\$ 24.53	\$ 4,252
415J	\$ 53,706	\$ 2,065.60	\$ 18.44	\$ 25.82	\$ 4,475
415K	\$ 54,018	\$ 2,077.60	\$ 18.55	\$ 25.97	\$ 4,501
415L	\$ 54,330	\$ 2,089.60	\$ 18.66	\$ 26.12	\$ 4,527
415M	\$ 54,642	\$ 2,101.60	\$ 18.76	\$ 26.27	\$ 4,553

Appendix A-2
SLCC Base Wage Table for Engineer, Hazardous Material Specialist, Aircraft
Rescue Fire Fighter, Inspector, Investigator, Battalion Aide

Effective June 19, 2005 Through December 31, 2005

Step	Schedule Includes Longevity				
	Annual Equivalent	Bi-Weekly Equivalent	Combat Pay Rate	Day Pay Rate	Monthly Equivalent
416A	\$ 36,234	\$ 1,393.60	\$ 12.44	\$ 17.42	\$ 3,019
416B	\$ 38,355	\$ 1,475.20	\$ 13.17	\$ 18.44	\$ 3,196
416C	\$ 40,310	\$ 1,550.40	\$ 13.84	\$ 19.38	\$ 3,359
416D	\$ 42,370	\$ 1,629.60	\$ 14.55	\$ 20.37	\$ 3,531
416E	\$ 44,491	\$ 1,711.20	\$ 15.28	\$ 21.39	\$ 3,708
416F	\$ 46,800	\$ 1,800.00	\$ 16.07	\$ 22.50	\$ 3,900
416G	\$ 49,275	\$ 1,895.20	\$ 16.92	\$ 23.69	\$ 4,106
416H	\$ 51,854	\$ 1,994.40	\$ 17.81	\$ 24.93	\$ 4,321
416I	\$ 54,600	\$ 2,100.00	\$ 18.75	\$ 26.25	\$ 4,550
416J	\$ 57,470	\$ 2,210.40	\$ 19.74	\$ 27.63	\$ 4,789
416K	\$ 57,803	\$ 2,223.20	\$ 19.85	\$ 27.79	\$ 4,817
416L	\$ 58,136	\$ 2,236.00	\$ 19.96	\$ 27.95	\$ 4,845
416M	\$ 58,490	\$ 2,249.60	\$ 20.09	\$ 28.12	\$ 4,874

Appendix A-3
SLCC Paramedic Base Wage Table

Effective June 19, 2005 Through December 31, 2005

Step	Schedule Includes Longevity				
	Annual Equivalent	Bi-Weekly Equivalent	Combat Pay Rate	Day Pay Rate	Monthly Equivalent
420A	\$ 37,586	\$ 1,445.60	\$ 12.91	\$ 18.07	\$ 3,132
420B	\$ 40,144	\$ 1,544.00	\$ 13.79	\$ 19.30	\$ 3,345
420C	\$ 42,099	\$ 1,619.20	\$ 14.46	\$ 20.24	\$ 3,508
420D	\$ 44,179	\$ 1,699.20	\$ 15.17	\$ 21.24	\$ 3,682
420E	\$ 46,363	\$ 1,783.20	\$ 15.92	\$ 22.29	\$ 3,864
420F	\$ 48,589	\$ 1,868.80	\$ 16.69	\$ 23.36	\$ 4,049
420G	\$ 51,106	\$ 1,965.60	\$ 17.55	\$ 24.57	\$ 4,259
420H	\$ 53,810	\$ 2,069.60	\$ 18.48	\$ 25.87	\$ 4,484
420I	\$ 56,638	\$ 2,178.40	\$ 19.45	\$ 27.23	\$ 4,720
420J	\$ 59,613	\$ 2,292.80	\$ 20.47	\$ 28.66	\$ 4,968
420K	\$ 59,966	\$ 2,306.40	\$ 20.59	\$ 28.83	\$ 4,997
420L	\$ 60,299	\$ 2,319.20	\$ 20.71	\$ 28.99	\$ 5,025
420M	\$ 60,653	\$ 2,332.80	\$ 20.83	\$ 29.16	\$ 5,054

Appendix B
SLCC Base Wage Table for Non-Sworn Inspector, Public Education Specialist
Effective January 1, 2006 Through June 30, 2006

Step	Schedule Includes Longevity				
	Annual Equivalent	Bi-Weekly Equivalent	Combat Pay Rate	Day Pay Rate	Monthly Equivalent
410A	\$ 32,344	\$ 1,244.00	\$ 11.11	\$ 15.55	\$ 2,695
410B	\$ 34,050	\$ 1,309.60	\$ 11.69	\$ 16.37	\$ 2,837
410C	\$ 35,838	\$ 1,378.40	\$ 12.31	\$ 17.23	\$ 2,987
410D	\$ 37,731	\$ 1,451.20	\$ 12.96	\$ 18.14	\$ 3,144
410E	\$ 39,707	\$ 1,527.20	\$ 13.64	\$ 19.09	\$ 3,309
410F	\$ 41,808	\$ 1,608.00	\$ 14.36	\$ 20.10	\$ 3,484
410G	\$ 44,013	\$ 1,692.80	\$ 15.11	\$ 21.16	\$ 3,668
410H	\$ 46,322	\$ 1,781.60	\$ 15.91	\$ 22.27	\$ 3,860
410I	\$ 48,755	\$ 1,875.20	\$ 16.74	\$ 23.44	\$ 4,063
410J	\$ 51,314	\$ 1,973.60	\$ 17.62	\$ 24.67	\$ 4,276
410K	\$ 51,667	\$ 1,987.20	\$ 17.74	\$ 24.84	\$ 4,306
410L	\$ 51,979	\$ 1,999.20	\$ 17.85	\$ 24.99	\$ 4,332
410M	\$ 52,291	\$ 2,011.20	\$ 17.96	\$ 25.14	\$ 4,358

Appendix B-1
SLCC Fire Fighter Base Wage Table
Effective January 1, 2006 Through June 30, 2006

Step	Schedule Includes Longevity				
	Annual Equivalent	Bi-Weekly Equivalent	Combat Pay Rate	Day Pay Rate	Monthly Equivalent
415A	\$ 34,195	\$ 1,315.20	\$ 11.74	\$ 16.44	\$ 2,850
415B	\$ 35,984	\$ 1,384.00	\$ 12.36	\$ 17.30	\$ 2,999
415C	\$ 37,877	\$ 1,456.80	\$ 13.01	\$ 18.21	\$ 3,156
415D	\$ 39,874	\$ 1,533.60	\$ 13.69	\$ 19.17	\$ 3,323
415E	\$ 41,974	\$ 1,614.40	\$ 14.41	\$ 20.18	\$ 3,498
415F	\$ 44,179	\$ 1,699.20	\$ 15.17	\$ 21.24	\$ 3,682
415G	\$ 46,509	\$ 1,788.80	\$ 15.97	\$ 22.36	\$ 3,876
415H	\$ 48,942	\$ 1,882.40	\$ 16.81	\$ 23.53	\$ 4,079
415I	\$ 51,542	\$ 1,982.40	\$ 17.70	\$ 24.78	\$ 4,295
415J	\$ 54,246	\$ 2,086.40	\$ 18.63	\$ 26.08	\$ 4,521
415K	\$ 54,558	\$ 2,098.40	\$ 18.74	\$ 26.23	\$ 4,547
415L	\$ 54,870	\$ 2,110.40	\$ 18.84	\$ 26.38	\$ 4,573
415M	\$ 55,182	\$ 2,122.40	\$ 18.95	\$ 26.53	\$ 4,599

Appendix B-2
SLCC Base Wage Table for Engineer, Hazardous Material Specialist, Aircraft
Rescue Fire Fighter, Inspector, Investigator, Instructor, Battalion Aide

Effective January 1, 2006 Through June 30, 2006

Step	Schedule Includes Longevity				
	Annual Equivalent	Bi-Weekly Equivalent	Combat Pay Rate	Day Pay Rate	Monthly Equivalent
416A	\$ 36,587	\$ 1,407.20	\$ 12.56	\$ 17.59	\$ 3,049
416B	\$ 38,730	\$ 1,489.60	\$ 13.30	\$ 18.62	\$ 3,227
416C	\$ 40,706	\$ 1,565.60	\$ 13.98	\$ 19.57	\$ 3,392
416D	\$ 42,786	\$ 1,645.60	\$ 14.69	\$ 20.57	\$ 3,565
416E	\$ 44,928	\$ 1,728.00	\$ 15.43	\$ 21.60	\$ 3,744
416F	\$ 47,278	\$ 1,818.40	\$ 16.24	\$ 22.73	\$ 3,940
416G	\$ 49,774	\$ 1,914.40	\$ 17.09	\$ 23.93	\$ 4,148
416H	\$ 52,374	\$ 2,014.40	\$ 17.99	\$ 25.18	\$ 4,365
416I	\$ 55,141	\$ 2,120.80	\$ 18.94	\$ 26.51	\$ 4,595
416J	\$ 58,053	\$ 2,232.80	\$ 19.94	\$ 27.91	\$ 4,838
416K	\$ 58,386	\$ 2,245.60	\$ 20.05	\$ 28.07	\$ 4,865
416L	\$ 58,718	\$ 2,258.40	\$ 20.16	\$ 28.23	\$ 4,893
416M	\$ 59,072	\$ 2,272.00	\$ 20.29	\$ 28.40	\$ 4,923

Appendix B-3
SLCC Paramedic Base Wage Table

Effective January 1, 2006 Through June 30, 2006

Step	Schedule Includes Longevity				
	Annual Equivalent	Bi-Weekly Equivalent	Combat Pay Rate	Day Pay Rate	Monthly Equivalent
420A	\$ 37,960	\$ 1,460.00	\$ 13.04	\$ 18.25	\$ 3,163
420B	\$ 40,539	\$ 1,559.20	\$ 13.92	\$ 19.49	\$ 3,378
420C	\$ 42,515	\$ 1,635.20	\$ 14.60	\$ 20.44	\$ 3,543
420D	\$ 44,616	\$ 1,716.00	\$ 15.32	\$ 21.45	\$ 3,718
420E	\$ 46,821	\$ 1,800.80	\$ 16.08	\$ 22.51	\$ 3,902
420F	\$ 49,067	\$ 1,887.20	\$ 16.85	\$ 23.59	\$ 4,089
420G	\$ 51,626	\$ 1,985.60	\$ 17.73	\$ 24.82	\$ 4,302
420H	\$ 54,350	\$ 2,090.40	\$ 18.66	\$ 26.13	\$ 4,529
420I	\$ 57,200	\$ 2,200.00	\$ 19.64	\$ 27.50	\$ 4,767
420J	\$ 60,216	\$ 2,316.00	\$ 20.68	\$ 28.95	\$ 5,018
420K	\$ 60,570	\$ 2,329.60	\$ 20.80	\$ 29.12	\$ 5,047
420L	\$ 60,902	\$ 2,342.40	\$ 20.91	\$ 29.28	\$ 5,075
420M	\$ 61,256	\$ 2,356.00	\$ 21.04	\$ 29.45	\$ 5,105

JUN 15 2005

SLC Contract No. 16-1-05-109603-0022

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into this 30th day of June 2005³ by SALT LAKE CITY CORPORATION, hereinafter referred to as the "CITY," and Local 1004 of the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, affiliated with AFSCME International AFL-CIO, hereinafter referred to as the "UNION."

WITNESSETH:

WHEREAS, the CITY has endorsed the practices and procedures of collective bargaining specified in its Labor Bargaining Resolution of November 16, 1977, as amended on April 10, 1984 (hereinafter referred to as "RESOLUTION"), and any ordinance enacted in lieu of the RESOLUTION as a fair and orderly way of conducting its relations with its employees; and

WHEREAS, the CITY and the UNION have negotiated and have reached agreement on wages, hours, and other conditions of employment for fiscal years 2005-06, 2006-07, 2003-04 and 2007-08 ~~2004-05~~; and

WHEREAS, the parties recognize that this Memorandum of Understanding, hereinafter referred to as the "MEMORANDUM," is not intended to modify any of the authority vested in the CITY by the Constitution and statutes of the State of Utah; and

WHEREAS, it is the intention of the parties that this MEMORANDUM, where not otherwise mandated by statute or ordinance, governs the wage structure, benefits and employment conditions of all the employees classified by the CITY as "100" Series and "200 Series," hereinafter referred to as the "UNIT," to promote the efficient operation of the CITY, and to provide an orderly and prompt method of handling and processing grievances; and

WHEREAS, it is the intent of the parties that this MEMORANDUM supersedes the Memorandum of Understanding between the parties effective July 1, 2003².

NOW, THEREFORE, the parties hereto declare their mutual understandings as follows:

ARTICLE I—CONSTRUCTION OF MEMORANDUM

All questions of interpretation of this MEMORANDUM shall be resolved according to Article XXVII of this MEMORANDUM. This MEMORANDUM is administered and interpreted by the City's Labor Relations Office. Any questions or need of clarification on any provision of this MEMORANDUM are to be addressed to that Office.

Unless specified otherwise, the word "employee" herein means a full-time City employee classified in either the 100 or 200 series.

ARTICLE II—RECOGNITION

The CITY recognizes the UNION as the certified employee organization pursuant to the RESOLUTION for the purpose of negotiating compensation, wages, hours, and other conditions of employment for employees in the UNIT. These rights of the certified employee organization shall remain in effect subject to the terms and conditions of the RESOLUTION.

ARTICLE III—MANAGEMENT RIGHTS

The CITY retains the exclusive right to manage all phases of its operations and to direct its work force except as specifically modified, curtailed, delegated, or relinquished under the terms of this MEMORANDUM.

ARTICLE IV—EMPLOYEE RIGHTS

A. Employees shall have the right to join and participate in the activities of the UNION subject to the RESOLUTION for the purpose of representation on all matters of employee relations or to refuse to join or participate in such activities and shall have the right to represent themselves individually in their employment relations with the CITY. Employees shall be free from any and all restraint or coercion in the exercise of their rights and shall not be discriminated against because of membership or non-membership or activity or non-activity with the UNION.

B. If the subject matter of discussions with an employee and a decision by the CITY thereon would effect an interpretation or change in this MEMORANDUM, the UNION shall have the right to be heard through the City's Labor Relations Office before the CITY takes final action. The CITY shall make available to the UNION for distribution one (1) copy of this MEMORANDUM for each employee in the UNIT in design, printing, and form determined by the CITY in consultation with the UNION. The UNION agrees to consult with the CITY on the mode of distribution of such copies. The CITY will make reasonable effort to make the printed copies available within two months of the signing of this MEMORANDUM.

C. The rights specified in this Article shall be in addition to grievance rights granted under Article XXVII of the MEMORANDUM relating to the presence of stewards and other persons in disciplinary proceedings.

ARTICLE V—UNION RIGHTS

A. The UNION shall have the right to present its views to the CITY either orally or in writing. A representative of the UNION shall be given the opportunity to be present for hearings under the CITY's grievance procedure. The UNION accepts the responsibility for, and agrees to represent in good faith, the interests of all employees in the UNIT without discrimination and without regard to membership in the UNION.

B. The CITY agrees to recognize the officers and duly designated representatives of the UNION. The UNION agrees to keep the CITY advised, in writing, of its officers and stewards. The number of UNION stewards shall be the number reasonably required to assure that each

employee in the UNIT shall have access to a UNION steward. The duly designated UNION stewards shall, upon proper notification to their immediate supervisors and receipt of permission from such supervisors, be allowed a reasonable opportunity, during working hours, for the purpose of investigation, adjustment, advising, and/or representing employees in grievances (which include City investigations of alleged employee misconduct or substandard performance, pre-disciplinary or pre-determination hearings, or UNION allegations of contract violations); provided that the CITY may require that no more than one steward shall be allowed such privileges, during working hours, for any one incident, regardless of the number of employees involved. Such permission shall not be unreasonably denied. Should a duly designated UNION steward need City documents or information from a City supervisor or officer in support of a non-disciplinary grievance or complaint, the UNION steward may make such request for documents or information through the Labor Relations Office. The Labor Relations Office shall determine the need for such documents or information and provide the UNION steward all necessary documents or information. The Labor Relations Office may condition the release of any private, privileged, confidential, or classified information on a UNION assurance that the information not be used outside of the City's grievance process. The UNION may designate five lead stewards from among its stewards. It is the intent of this MEMORANDUM to limit the total number of stewards representing both 100 and 200 series employees to 3332 stewards.

The UNION may designate a ~~UNION steward~~ an elected UNION official as a chief steward. Such designation may be made once each fiscal year and shall not be effective until the UNION notifies the City's Labor Relations Office of the appointment. The chief steward may act in the absence of the UNION's business agent or other UNION staff. The chief steward shall be allowed a reasonable period of time during working hours to perform his or her UNION work subject to receipt of permission from the chief steward's immediate supervisor. There shall be one (1) chief steward representing both 100 and 200 series employees.

C. It is agreed that UNION business such as soliciting membership, electing officers, membership meetings, and posting and distributing literature shall be conducted during the non-duty hours of the employees with the exception of the following:

- One UNION representative from each department shall, upon receipt of permission from such employee's immediate supervisor, be allowed a reasonable period during working hours to attend UNION meetings or to participate in other UNION business as necessary, up to a maximum period of two hours per month, unless otherwise approved by the department head; and
- Employees designated as official delegates to UNION conferences and conventions shall be allowed time off with pay for the purpose of attending such conferences and conventions not to exceed fifteen (15) working days per calendar year.
- This does not preclude the business representative from delivering UNION material to the designated bulletin board when it does not interfere with normal work routine.

The UNION shall provide the City's Labor Relations Office 15 days' notice of all conferences and conventions; and, in all cases, the employees shall obtain prior permission from their

immediate supervisors at the earliest opportunity. Such permission shall not be unreasonably denied.

D. The UNION business representative may provide written information about the UNION to coincide with other new employee written materials, to be distributed during new employee orientation.

E. The CITY agrees to deduct UNION membership dues from the pay of each employee who individually requests in writing that such deductions be made. The CITY further agrees to cease deduction of such fees when requested by an employee and after notification of the UNION. The UNION shall make available to the CITY mutually acceptable and standardized forms for both joining and discontinuing membership with the UNION.

The CITY shall provide to the UNION a list of membership additions and deletions and current business addresses, business telephone numbers, and original dates of hire when available as computed by the CITY's payroll department. Such information shall be provided upon the UNION's request semiannually with ten days advance notice. The CITY shall also provide to the UNION, on written request, UNIT employee names, business addresses, and phone numbers.

F. The CITY agrees to designate space not less than four (4) feet wide and three (3) feet high in convenient view as determined by the CITY at the Water Department Complex at the Public Works Complex at the Salt Lake City International Airport, the Parks Complex, at the Salt Lake City Cemetery shops, Fleet Management shops, Water Reclamation Plant and Parking Enforcement office, and other locations requested by the UNION and necessary to effectively inform UNIT employees. The City reserves the right to require the UNION to remove from any designated space any material that violates City policy.

Nothing herein shall be construed to prohibit distribution of appropriate UNION publications or notices defined hereinabove to members of the bargaining UNIT and as described in Article V C.

G. The City shall provide paid time off from scheduled work to allow the union President to attend the memorial of an individual who was a 100 or 200 series employee at the time of death.

ARTICLE VI—REPRESENTATION

This Article sets forth all matters relating to representation of Employees in their employment relations with the CITY.

A. UNION REPRESENTATION RIGHTS AND OBLIGATIONS

1. The UNION accepts the responsibility for, and agrees to represent in good faith, the interests of all employees in the UNIT without discrimination and without regard to membership in the UNION. The UNION shall determine the method and means of such representation in the fulfillment of this paragraph.

2. No employee shall be represented in his or her employment relations with the CITY by an agent or representative of an employee organization other than the UNION.

3. UNION representatives shall, upon proper notification to their immediate supervisors, be allowed a reasonable opportunity during working hours to investigate and resolve grievances. In no event shall such activity exceed two hours per week unless otherwise approved by the department director or designee.

4. Any discussions among the UNION representative, the employee, and the CITY concerning settlement of items grieved will be deemed to be discussions of privileged matters and may not be used for any other purpose by any party. In addition, both the CITY and the UNION agree that the investigation of alleged employee misconduct or substandard performance are confidential and shall only be disclosed with those who have a need to know such information. Should the UNION or a CITY department head believe that a confidential settlement or investigative matter has been improperly released or disclosed, the UNION or CITY department head may request that the Office of the City Attorney investigate the alleged release or disclosure and recommend to the CITY's Chief Operating Officer or the UNION governing board appropriate action.

B. EMPLOYEE REPRESENTATION RIGHTS

1. Employees may be accompanied and assisted by a representative of their choice during any pre-disciplinary meeting, pre-disciplinary hearing, or during any investigative interview. The representative may not be a person subject to the same investigation. During any investigative interview, the employee shall be advised of his or her rights to representation.

2. Employees shall be granted a reasonable amount of time to obtain such representation prior to any investigation for misconduct or pre-disciplinary hearing, without threat of disciplinary or other adverse employment action.

3. The employee's right to representation does not apply to informal, routine, or unplanned discussions between the employee and his or her supervisor or department or division head.

4. Employees may be accompanied and assisted by a representative of their choice at any phase of the grievance process.

ARTICLE VII—WAGE SCHEDULE

Effective June 1922, 20053, to June 3019, 20064, UNIT employees shall be paid pursuant to a Wage Schedule attached as Appendix "A."

Effective June 20, 2004, to June 30, 2005, UNIT employees shall be paid pursuant to a Wage Schedule attached as Appendix "B."

Each employee shall be eligible for a merit increase on his or her anniversary date in accordance with the effective salary schedule provided in this MEMORANDUM, unless the employee is notified in writing of the performance or misconduct reasons for withholding such merit increase and the employee is given an opportunity respond to such reasons. No regular part-time employee shall receive compensation, in excess of the entry level (Step A in Appendix "A" and

Appendix "B") for the applicable job grouping performing similar job duties of a full-time salaried employee.

The UNION and the CITY understand and agree that an employee's anniversary date is either the employee's most recent hire date or the date an employee's pay is adjusted by receiving at least a five percent increase in the employee's base compensation. The employee's anniversary date is unaffected by periods of unpaid time off from regularly scheduled work.

ARTICLE VIII—SHIFT DIFFERENTIAL

In addition to the wage rates referred to under Article VII, the CITY shall pay an hourly differential of seventy cents (70¢) to employees who work a scheduled swing shift or night shift (starting hours between 12:00 noon and 5:59 a.m.). Such shift differential shall be added to each hour that an employee works during a swing or night shift, regardless of whether such work is regularly-scheduled, overtime, callback, standby/on-call, or other work. Shift differential pay shall be included in the calculation of the employee's Fair Labor Standards Act "regular rate of pay." Such shift differential shall not be paid to employees who are receiving the snow fighter corps differential pay under Article IX, while such employees are receiving such snow fighter corps differential pay.

ARTICLE IX—WAGE DIFFERENTIALS

A. SNOW FIGHTER CORPS DIFFERENTIAL PAY

In addition to the wage rates referred to under Article VII, employees designated by CITY departments as members of the Snow Fighter Corps, shall receive a premium pay differential equal to Three Hundred Dollars (\$300) per month for the snow fighter seasons (November 9, 2003, to February 29, 2004; November 7, 2004, to February 27, 2005), not to exceed \$1,200 during each fiscal year of this MEMORANDUM. Such pay differential shall be in lieu of callback pay and standby/on-call pay for work related to snow removal and shall be separate from regular earnings on each employee's wage statement. Employees who are qualified to operate snow removal equipment shall be assigned to the department Snow fighter Corps by department seniority on a volunteer basis. If the CITY department does not have enough volunteers to staff a snow fighter crew, as determined by the supervisor or department head, employees shall be assigned within their departments on a department seniority basis with the junior employees assigned first.

In the yearly defined snow season, snow manager may apply some flexibility to employee's regularly scheduled shifts during inclement weather as long as the employee receives pay for their normal number of scheduled hours each day. If the snow manager sends the employee home to rest in anticipation of being called out only to find the employee was not needed, the employee shall be guaranteed to receive their minimum normal hours during that particular work day.

Provided however, that any employee otherwise qualified for the differential pay, who is unavailable to work more than ten (10) scheduled working days in a month, shall be ineligible to receive the differential pay for that month. Vacation and compensatory time off shall not be

considered as absent work days for purposes of determining eligibility for the differential pay described in this Article IX.

B. CERTIFICATION DIFFERENTIAL PAY

Eligible employees who have completed required training and testing for certification shall receive the following certification allowance:

TABLE I			
Monthly			
WATER TREATMENT OPERATORS DISTRIBUTION WORKERS			
GRADE	TRAINEE	OPERATOR	SENIOR OPERATOR
1	\$0	\$0	\$0
2	\$20	\$0	\$0
3	\$50	\$30	\$0
4	\$100	\$80	\$50

TABLE II	
Monthly	
WASTE WATER WORKS OPERATORS	
GRADE	
1	\$0
2	\$20
3	\$50
4	\$100

TABLE III	
Monthly	
ASE TECHNICIANS	
NUMBER OF CERTIFI- CATIONS	
<u>1</u>	<u>\$5</u>
<u>2</u>	<u>\$10</u>
<u>3</u>	<u>\$15</u>
<u>4</u>	<u>\$20</u>
<u>5</u>	<u>\$25</u>
<u>6</u>	<u>\$30</u>
<u>7</u>	<u>\$35</u>
<u>8</u>	<u>\$40</u>

ARTICLE X—HOURS OF SERVICE AND OVERTIME

A. HOURS OF WORK

Forty hours shall constitute a normal workweek except for alternative work schedules approved by the CITY.

For the purposes of this Article, a schedule change shall mean any change in a UNIT employee's regularly scheduled work hours or work days.

This clause shall not be construed to limit or prevent the CITY from changing or establishing work schedules as the need arises or to guarantee employees forty (40) hours work per week. The CITY with the concurrence of the UNION has adopted variable 40-hour workweek schedules including 8-hour, 10-hour, and 12-hour days.

It is the intent of the CITY to give 10 working days notice of any schedule change to all affected employees. In the event such notice is not given to affected employees, as provided herein, the CITY shall provide call back pay for each working day less than the required 10 working day notice. Provided, however, construction inspectors at the Salt Lake City Department of Airports shall be subject to a schedule change without notice.

The CITY shall give notice of a schedule change orally and in writing to employees affected in accordance with the terms of this Article X.

The CITY and the UNION agree that a schedule change does not occur when an employee is placed on light/modified duty, or as a result of an ADA accommodation, or when there are unforeseen circumstances that affect critical staffing levels. Such unforeseen circumstances must be declared by the Mayor, the Mayor's designee, the employee's department head or designee, or the CITY Emergency Program Manager. In such cases the CITY may change the schedule of the least senior qualified department employees. Once the basis for the critical staffing no longer exists, the affected employees shall be returned to their prior regularly scheduled work hours and work days. Upon request from an employee, a City supervisor may approve an occasional adjustment to the start or ending time of a scheduled shift assignment when requested for personal need of the employee or a member of the employee's immediate family and when such approval does not impair City operations.

B. REST PERIODS

Employees shall be entitled to a fifteen-minute rest period during each four (4) hour work period, which rest period shall be included within the work shift, except where extraordinary circumstances render such break impracticable. For the purpose of the Fair Labor Standards Act, employee rest periods shall be counted as time worked for the calculation of overtime. A reasonable effort shall be made to provide such breaks near the middle of each four (4) hour work period; provided, however, there shall be no additional compensation paid to employees electing or required by unforeseen circumstances to forego such rest period.

C. MEAL PERIODS

All employees shall be granted, not to exceed, a sixty-minute lunch period during each work shift; provided, however, said lunch period shall be scheduled in accordance with the operational needs of the department by the supervisor. No employee shall be compensated for such periods unless the employee is required by the supervisor to be on the work site, or is required to perform any work during such time. Then such employee shall be paid for the work. In lieu of payment, the employee may, with the consent of the supervisor end the work shift early by the same number of minutes worked into the lunch break.

D. CLEANUP PERIOD

Employees shall be granted a personal cleanup period prior to the end of each work shift. The duration of such period shall be as determined to be hygienically necessary by an employee's supervisor, not to exceed a maximum of fifteen (15) minutes per duty shift, exclusive of shutdown and travel times, unless a longer period has first been authorized by the supervisor based upon extraordinary need and circumstances. For the purpose of the Fair Labor Standards Act, employee clean up periods shall be counted as time worked for the calculation of overtime compensation.

E. OVERTIME COMPENSATION

1. Employees required to perform overtime work shall be compensated either by pay at one and one-half the applicable hourly rate, or an allowance of time off from employment with pay on the basis of one and one-half hours off for each hour of overtime worked. The determination of whether to award pay or compensatory time off shall be the absolute discretion of the CITY, except, however, that employees may indicate a preference for the form of overtime payment contingent upon approval by the department head, scheduling requirements, and availability of funds. Where a CITY Department authorizes the award of compensatory time off an employee may accrue up to 240 hours of compensatory time; since compensatory time is accumulated at time and one-half, this is only 160 hours of actual overtime work. Notwithstanding this maximum accrual cap, the CITY may elect at any time to purchase all or any portion of accrued compensatory time off for any employee. Subject to Article XVII, overtime work shall be distributed among qualified employees on the following basis:

a. A reasonable attempt shall be made to offer overtime work to qualified full-time employees within each work group or CITY department on a rotation basis; first to the employee with the least number of overtime hours (worked, or offered and declined) and so on, until the overtime work has been accepted or until all employees contacted have declined such work so that at the completion of the calendar year all employees' overtime hours (worked, or offered and declined) are reasonably equal. For the purposes of this paragraph an offer must be made orally to an employee: the posting on a bulletin board of overtime work opportunities does not constitute an offer of overtime work.

In cases where two or more employees have an equal number of overtime hours as set forth above, workgroup seniority shall govern. Hours of overtime work offered but declined by an employee shall be computed as overtime hours (worked, or offered and declined) for purposes of

determining overtime eligibility under this paragraph. For the purpose of continuity and completion of assignments, construction inspectors working on specific projects shall be exempt from this overtime provision, provided that a reasonable attempt shall be made to offer such assignments in a fair and consistent manner. Each work group's record of each employee's current computed overtime hours shall be posted in a conspicuous place or be readily accessible to all work group employees.

b. If no qualified full-time employee accepts overtime work under the foregoing provisions, overtime work shall be performed by qualified regular part-time, seasonal and hourly employees. If there is still overtime work after assigning qualified regular part-time, seasonal and hourly employees, overtime assignments shall be made by the CITY by first attempting to contact the qualified employee with the least CITY work group seniority, and thereafter to the next least senior, qualified employee until all overtime work assignments have been made. The UNION and CITY understand and agree that where regular part-time, seasonal and hourly employees are qualified to perform the job duties of a UNIT employee, the regular part-time, seasonal and hourly employees would be the least senior for the purposes of this subparagraph. For any new qualified employee joining a work group during the year, that person's computed overtime hours will be assigned an average based on the computed overtime of all work group employees.

c. An employee may be subject to disciplinary action for refusing an overtime assignment under this paragraph.

2. For purposes of determining hours worked for overtime computation, the City shall include all time worked as defined by the Fair Labor Standards Act., ~~and time taken off from scheduled work and paid as vacation time, holiday time, and compensatory time.~~

3. An employee who, with supervisory approval, works two (2) or more additional continuous hours during a scheduled or unscheduled work day ~~beyond~~ in conjunction with the number of hours the employee normally works in a work day shall be paid six dollars (\$6) as reimbursement for meals. Employee(s) shall receive six dollars (\$6) for each additional continuous four (4) hours of work. This reimbursement shall continue until the employee is released from work.

4. An employee shall be entitled to receive compensation for a court appearance or administrative proceeding appearance as a witness subpoenaed by the CITY, the State of Utah, or the United States as follows:

a. Court or administrative proceeding appearances made while on-duty shall constitute normal hours of work.

b. In the event a court or administrative proceeding appearance extends beyond the end of an employee's regularly scheduled shift, such time spent in court or in an administrative proceeding shall be treated as time worked for the purpose of computing an employee's overtime compensation.

c. In the event an employee is required by his or her supervisor to prepare for a court or administrative proceeding appearance during off-duty hours, such time spent shall be treated as time worked for the purpose of computing an employee's overtime compensation.

Compensation shall be provided by authority of this section only if:

- The beginning time of the required appearance is noted on the subpoena;
- The time the employee is released from the court or administrative proceeding appearance is noted on the subpoena and initialed by the prosecuting attorney or appropriate government representative;
- A copy of the employee's subpoena complying herewith is delivered to his or her supervisor within seven (7) working days following the court or administrative proceeding appearance.

The prosecuting attorney or appropriate government representative shall have the right and the duty to refuse to initial the subpoena of any employee who through absence or neglect fails to appear in compliance with the terms of the subpoena.

F. AVAILABILITY FOR WORK

Any employee failing to remain available for work as required or to report to work in suitable condition to perform job functions, shall be subject to disciplinary action and forfeiture of applicable compensation; provided, however, that employees directed to return to work on callback status shall not be disciplined if they, as early as possible, inform the supervisor of any incapacity to perform the work directed. Any employee determined as unfit at the time of report to callback duty shall not receive any compensation otherwise due him or her.

G. SHORTENED WORK DAYS

Employees reporting to work on regularly scheduled working days shall be guaranteed (3) hours' regular pay when management directs that no work be undertaken and they are requested to return home. If any work is performed they shall be guaranteed (8) hours regular pay.

H. WORKING OUT OF CLASS

UNIT employees required to work out of classification in a supervisory/managerial position (300/600 Series) shall be paid a differential of \$1 per hour. Such pay differential shall not be effective until the employee has worked out of classification for five consecutive working days or equivalent shifts. At that time the hourly rate shall be effective back to the first day worked out of class. Attempts to avoid the intent of this paragraph shall be discouraged.

ARTICLE XI—STANDBY/ON-CALL PAY

Employees may be required by an appropriate department head or designated representative to keep themselves available for CITY service during otherwise off-duty hours and leave word

where they can be reached for an immediate call to service. Such employees shall receive the following compensation in addition to that, to which they are otherwise entitled:

Employees designated by the CITY as members of the Snow Fighter Corps, shall be required to stand by/on-call as described in this Article XI to respond to unforeseen situations and shall receive therefore the compensation referred to under Article IX of this MEMORANDUM or overtime compensation where applicable, but shall not receive standby/on-call pay or shift differential.

All other employees required to stand by/be on-call as described in this Article XI to respond to unforeseen situations shall receive two (2) hours straight-time pay per each 24-hour day they are on standby/on-call status. In addition thereto, each such employee shall be guaranteed a minimum four (4) hours work or a minimum of four (4) hours straight-time pay on such occasions as they actually report to work while on standby/on-call status. Employees shall receive an additional two (2) hours straight-time pay for each additional occasion they are called to work during the 24-hour standby/on-call period. Provided, however, that employees in the Department of Public Utilities and the Airport exclusively shall receive two (2) hours of straight-time pay per each 12-hour period they are on standby/on-call. Employees receiving snow fighter differential pursuant to Article IX shall not receive the additional standby/on-call allowance during those periods when they are performing snow fighter duties. When snow fighters are performing their regular duties during snow seasons they are still eligible for standby/on-call pay.

ARTICLE XII—CALLBACK PAY

Employees who have been released from regularly scheduled work and standby/on-call periods and who return to work upon direction of a department head or designated representative, prior to their next normal duty shift and without advance notice or scheduling, shall receive a premium of three (3) hours straight-time pay and shall be guaranteed a minimum four (4) hours work or straight-time pay therefore. Provided however, if employees in the Parks Maintenance Division agree, at any time during the callback, in a signed waiver, that a supervisor may release the employee on completion of the work for which the callback was made, and the employee is released from work, the employee shall be paid the three (3) hours callback premium, one (1) hour guarantee and compensation for actual hours worked.

This Article XII shall not be construed as a schedule change as described under Article X.

ARTICLE XIII—HOLIDAYS

A. HOLIDAYS SPECIFIED

The following days shall be observed as holidays for all employees and all such employees shall receive their regular rate of pay for each of the following unworked holidays. Employees do not earn or receive holiday benefits while on unpaid leave of absence. However, employees on an unpaid military leave of absence may be entitled to the restoration of such leave benefits, as provided by city ordinance. Employees working 10-hour or 12-hour shifts shall be allowed the following days without reimbursement to the CITY.

1. The first day of January, called New Year's Day;
2. The third Monday of January, observed as the anniversary of the birth of Dr. Martin Luther King, Jr., also known as Human Rights Day.
3. The third Monday of February, observed as President's Day;
4. The last Monday of May, called Memorial Day;
5. The fourth day of July, called Independence Day;
6. The twenty-fourth day of July, called Pioneer Day;
7. The first Monday in September, known as Labor Day;
8. The second Monday of October, known as Columbus Day (only for employees assigned to the Justice Court Division). Columbus Day may be celebrated within 50 days following the date of its actual occurrence as specified in this section; provided, however, that an employee may celebrate Columbus Day on a day other than specified if a written request is approved in writing by the employee's supervisor, who shall have the discretion to approve such request. Such request shall not be unreasonably denied, considering the business needs of the employing unit, and the request for other employees in the unit;
9. The eleventh day of November, known as Veterans' Day;
10. The fourth Thursday in November, known as Thanksgiving Day;
11. Friday after Thanksgiving Day (for all employees except for those assigned to the Justice Court Division). The Friday after Thanksgiving Day may be celebrated within 50 days before the date of its actual occurrence as specified in this section; provided, however, an employee may celebrate said holiday on a day other than the actual Friday after Thanksgiving Day if a written request is approved in writing by the employee's supervisor, who shall have the discretion to approve any such request. Such request shall not be unreasonably denied, considering the business needs of the employing unit, and the request of other employees in the unit, and
12. The twenty-fifth day of December, called Christmas.
13. One personal holiday: to be taken contingent on the operational requirements of the department. Employees are eligible for this holiday only after satisfactorily completing their initial probationary period. Approval or disapproval of the taking of this holiday shall be given no later than five (5) working days after an employee's request.

B. ALTERNATIVE AND ADDITIONAL HOLIDAYS

When any holiday listed above falls on Sunday, the following business day shall be considered a holiday. When any holiday listed above falls on Saturday, the preceding business day shall be considered a holiday. For those employees whose normal schedule includes Saturday and/or

Sunday, the holiday will be the actual calendar day that it occurs. For all other employees, when any holiday listed above falls on a Sunday, the following business day shall be considered a holiday. Also, for all other employees, when a holiday listed above falls on a Saturday, the preceding business day shall be considered a holiday. If a holiday falls on an employee's regular day off, the employee may elect, in lieu of pay, another work day in observance of the holiday, provided the day designated is within one year following the day off, and a written request is approved in writing by the employee's supervisor. Such request may not be unreasonably denied. In addition to the above, any day may be designated as a holiday by proclamation of the Mayor and/or the City Council.

C. HOLIDAY WORK

Employees who are required to work a holiday may elect one of the following options: (1) the employee may designate an alternate day to observe a worked holiday, provided the day designated is within one year following the holiday worked, and a written request is approved in writing by the employee's supervisor; (such request may not be unreasonably denied) or (2) the employee may elect to forego taking a day off in observance of the holiday and receive pay for the holiday and for the time worked, provided, however, that when hours worked ~~plus designated holiday hours~~ exceed 40 hours in a work week, overtime compensation shall be granted the employee in addition to his or her holiday pay.

If an employee is scheduled to work a holiday and subsequently cannot work that holiday due to illness or injury, the City shall deduct hours from the employee's sick leave or personal leave account, as appropriate, and the employee may designate an alternative day to observe the worked holiday, provided the day designated is within one year following the missed holiday, and a written request is approved in writing by the employee's supervisor. Such request may not be unreasonably denied.

Holiday work selections shall be made by department seniority. For those employees whose normal work schedule includes any day designated as a holiday, requests for time off for such holiday shall be approved by work group seniority. An employee shall submit requests within 7 calendar days after the employee's shift bid has been approved. The department shall grant or deny such requests and post the holiday schedule for the upcoming calendar year by December 31 of the current calendar year. Requests for January and February holidays shall be submitted in November of the previous calendar year. Once the department approves or grants a holiday request, the employee may cancel an approved request by providing 30 calendar days written notice. Once the department approves or denies a holiday request, any approved holiday may not be denied absent extraordinary circumstances. Such extraordinary circumstances must be declared by the Mayor, the Mayor's designee, the employee's department head, or the City's Emergency Program Manager.

COLUMBUS DAY EXCEPTION

~~COLUMBUS DAY MAY BE CELEBRATED WITHIN 50 DAYS FOLLOWING THE DATE OF ITS ACTUAL OCCURRENCE AS SPECIFIED IN SECTION A ABOVE; PROVIDED, HOWEVER, THAT AN EMPLOYEE MAY~~

~~CELEBRATE SAID COLUMBUS DAY ON A DAY OTHER THAN SPECIFIED IF A WRITTEN REQUEST IS APPROVED IN WRITING BY THE EMPLOYEE'S SUPERVISOR, WHO SHALL HAVE THE SOLE AND ABSOLUTE DISCRETION TO APPROVE ANY SUCH REQUEST.~~

ARTICLE XIV—VACATIONS

A. VACATIONS AUTHORIZED

Employees shall be entitled to receive their regular wages during vacation periods earned and taken in accordance with the provisions of this Article.

Every employee shall earn vacation hours bi-weekly from the date employee becomes an employee; provided further, that no person shall be entitled to use any vacation unless such person has successfully completed his or her initial probationary period of full-time employment with the CITY.

B. VACATION SCHEDULE

Employees shall accrue vacation under the schedule in paragraph 2 of this section, provided that no person shall be entitled to any vacation unless such person has successfully completed his or her initial probationary period.

COMPLETED YEARS OF CONTINUOUS CITY SERVICE	HOURS OF VACATION PER YEAR	HOURS ACCRUED PER PAY PERIOD
0 to completion of year 3	80	3.08
Beginning of year 4 to completion of year 6	96	3.69
Beginning of year 7 to completion of year 9	120	4.62
Beginning of year 10 to completion of year 12	144	5.54
Beginning of year 13 to completion of year 15	160	6.15
Beginning of year 16 to completion of year 19	176	6.77
Beginning of year 20 or more	200	7.69

The CITY and the UNION understand and agree that the vacation accrual rate is based on continuous years of full-time City service and not upon an employee's accumulated paid City service. However, an employee may request a maximum of three (3) years prior service credit toward vacation accrual rate as provided in City policy.

C. RULES FOR TAKING VACATION

1. Employees shall be granted vacation by City seniority. Employees shall submit requests from 1st to 31st January for vacation during the calendar year. The departments shall grant or deny such requests and post the vacation schedule for the calendar year by March 1 of each year. Requests for January vacation shall be submitted in November of the previous

calendar year. After the annual vacation draw, employees may request to take additional vacation days off, contingent on the employee having accrued vacation days available. In the latter case of vacation day requests made after the annual vacation draw, supervisors shall respond to vacation requests by granting or denying each request as soon as possible or within ten (10) working days. Once a department approves or grants a vacation request such vacation may not be denied absent extraordinary circumstances. Such extraordinary circumstances must be declared by the Mayor, the Mayor's designee, the employee's department director, or the CITY's Emergency Program Manager.

2. Employees called back to work during a vacation period shall receive the callback premium specified in Article XII and shall be compensated for the time worked at time and one-half. An employee shall not be paid vacation compensation during the callback. However, the employee shall be allowed to reschedule the remaining vacation not used.

3. Employees may accumulate vacations (including both earned vacation and sick leave conversion time), according to the length of their full-time continuous years of employment with the CITY up to the following maximum limits:

- After 6 months: up to 200 hours
- After 9 years: up to 280 hours

Any vacation accrued beyond said maximum shall be deemed forfeited unless utilized prior to the end of the calendar year in which such maximum has been accrued.

4. Except upon termination as provided in Section D, or purchase as provided in Section E, no employee shall be entitled to be paid for vacation accrued but not taken.

D. BENEFITS UPON TERMINATION

Every employee whose employment is terminated by resignation or otherwise shall be entitled to be paid for all earned vacation time accrued and unused: any unused holiday time accrued within the twelve months prior to termination and any unused compensatory time off.

Employees subject to layoff shall be eligible for reimbursement of 50 percent of their accumulated unused sick leave hours.

Employees shall not be eligible to use accrued vacation until the successful completion of their initial probationary period.

E. CASH PAYMENT OF EARNED VACATION TIME IN LIEU OF USE

1. The CITY may purchase accrued vacation time with the consent of the employee and upon favorable written recommendation of the employee's department head.

2. Said purchase of accrued vacation time may be authorized, in the discretion of the CITY, when it is demonstrated that:

- a. Vacation time is accrued in accordance with this MEMORANDUM;

b. There was a need for the CITY to retain the services of the employee for the said vacation time;

c. There are sufficient monies in the departmental budget to pay for the vacation time without disturbing or interfering with the delivery of CITY services; and

d. The employee consents to the cash payment in lieu of time off from the employee's regular work schedule.

The amount to be paid for any such purchase of vacation time as provided herein shall be based upon the wage rate of the employee at the date of approval by the CITY.

The CITY and its departments shall extend a diligent effort to provide every employee his or her earned annual vacation, and shall, through appropriate management efforts, seek to minimize the recommendations for cash payments in lieu of vacation use. Any vacation purchased by the CITY shall be considered to be an extraordinary circumstance and not a fringe benefit of the employee.

ARTICLE XV—SICK LEAVE AND HOSPITALIZATION BENEFITS (Plan A only)

A. SICK LEAVE POLICY AND PROCEDURES (PLAN A ONLY)

1. Sick leave shall be provided to employees as insurance against loss of income when an employee is unable to perform assigned duties because of illness or injury.

2. Each full-time employee shall accrue sick leave at a rate of 4.62 hours per bi-weekly pay period.

3. Employees absent from work on account of illness or injury shall report intended absence to their department head or supervisor before commencement of their duty shift, but in no event later than fifteen (15) minutes before commencement of such shift unless justified by extraordinary circumstances.

4. An employee requesting sick leave in excess of two consecutive days may be required by his or her supervisor to provide documentation from a licensed health care professional that, during the period of leave, the absent employee was prevented by illness or injury from discharging the duties required by his or her office or position of employment. Such documentation may also be required of any employee claiming sick leave benefits not reported in compliance with subsection 3 above or when a supervisor or department head has cause to believe an abuse of sick leave has occurred.

5. Absent circumstances where the interests of the CITY would be harmed, CITY supervisors shall approve employees' use of sick leave for medical or dental appointments. This leave must be taken in minimum one-hour time periods. The CITY reserves the right to require written verification of actual attendance for the time claimed by the employee pursuant to this paragraph.

B. ACCUMULATION OF SICK LEAVE (PLAN A ONLY)

Unused sick leave may be accumulated from year to year subject to limitations of Section D of this Article.

C. SICK LEAVE CONVERSION TO VACATION TIME (PLAN A ONLY)

Any employee who has accumulated two hundred forty (240) sick leave hours may convert a portion of the yearly sick leave for any given calendar year to vacation hours according to the following schedule.

For employees working 8-hour shifts:

NUMBER HOURS SICK LEAVE USED	NUMBER HOURS TO CONVERT
0	64
8	56
16	48
24	40
32	32
40	16
More than 40	0

For employees working 10-hour shifts:

NUMBER HOURS SICK LEAVE USED	NUMBER HOURS TO CONVERT
0	64
10	54
20	44
30	34
40	24
50	14
More than 50	0

For employees working 12-hour shifts:

NUMBER HOURS SICK LEAVE USED	NUMBER HOURS TO CONVERT
0	64
12	52
24	40
36	28
48	16
60	4
More than 60	0

D. SICK LEAVE CREDIT FORWARD (PLAN A ONLY)

The balance of the sick leave hours not converted to vacation days as permitted above, less the number of hours used during that calendar year as sick leaves shall be carried forward as accumulated sick leave hours.

E. NOTIFICATION OF CONVERSION ELECTION (PLAN A ONLY)

An employee electing to convert sick leave to vacation time must notify the Division of Human Resource Management in writing, on or before January 31 of each year. The CITY shall make available to employees information regarding sick leave use for the previous year and forms to request conversion. In no event shall sick leave hours be converted from other than the immediately preceding year's sick leave.

F. PRESUMPTION OF USE (PLAN A ONLY)

Any sick leave properly converted to vacation benefits, as above described, shall be deemed to be taken prior to any other days of vacation time to which the employee is entitled; provided, however, that in no event shall any sick leave converted to vacation days be entitled to any pay or compensation upon an employee's termination. Any sick leave converted to vacation remaining unused at the date of termination or retirement shall be forfeited by the employee; however, for purposes of this section, conversion hours shall be construed as used prior to vacation otherwise accrued by an employee.

G. SICK LEAVE BENEFITS UPON RETIREMENT (PLAN A ONLY)

Upon an employee's retirement, the CITY shall contribute 50 percent of the cash value of the employee's accumulated, unused sick leave to the Nationwide Post Employment Health Plan, in accordance with the provisions and requirements of that Plan. The value of the sick leave shall be calculated using the hourly rate of pay in effect on the employee's last day worked prior to retirement.

Prior to July 1 of each succeeding year, the UNION and the CITY shall evaluate this provision, and may modify its terms for the following year. The terms of this provision shall not be modified except one time annually, as provided herein.

H. HOSPITALIZATION (PLAN A ONLY)

In addition to the sick leave authorized hereunder, each full-time employee shall be entitled to thirty (30) 8-hour calendar days' hospitalization leave each calendar year. Such leave is provided as insurance against loss of income when employees are unable to perform assigned duties because of scheduled surgical procedures, urgent medical treatment, or hospital admission. No accumulation of hospital leave shall be allowed. Employees may not convert hospitalization leave to vacation or any other leave, nor may they convert hospitalization leave to any additional benefit at time of retirement. Employees shall not be entitled to hospitalization leave until they have completed their probationary period. Employees who are unable to perform their duties during a scheduled shift due to preparations for (such as fasting, rest, or ingestion of medicine), or participation in, a scheduled surgical procedure shall obtain the permission of their supervisor prior to the scheduled procedure. With the approval of the supervisor, employees may report the absence from the affected shift as hospitalization leave. Employees who must receive urgent medical treatment at a hospital, emergency room, or acute care facility, and who are unable to perform their duties during a shift due to urgent medical treatment, may report the absence from the affected shift as hospitalization leave. Employees must report the receipt of urgent medical treatment to their supervisors as soon as practical. Herein, urgent medical treatment includes at-home care directed by a licensed health care professional immediately after the urgent medical treatment and within the affected shift. Employees who are admitted to a hospital for medical treatment, so they are unable to perform their duties, may report the absence from duty as hospitalization leave. Medical treatment consisting exclusively or primarily of post-injury rehabilitation or therapy treatment, whether conducted in a hospital or other medical facility, shall not be counted as hospitalization leave. Employees requesting hospitalization leave may be required to provide documentation of treatment from a licensed health care professional.

I. REGULAR COMPENSATION TO BE CONTINUED (PLAN A ONLY)

Each employee who takes sick leave or hospitalization leave shall continue to receive his or her regular compensation during his or her absence from work for the periods set forth in this Article.

ARTICLE XVI—DISABILITY COMPENSATION

A. If an employee of the CITY becomes entitled to receive worker's compensation as a result of suffering a CITY service-connected injury or illness, such employee shall be paid worker's compensation as provided by law; provided, however, that the employee may elect to use, during such disability, their accumulated leave time, such part of their wage as will, when added to their worker's compensation payments, equal their net wages, and provided further, that satisfactory evidence of such election shall be transmitted by said person to the CITY's Risk Manager prior to payment. "Net wages" for purposes of this provision shall mean gross compensation less Federal and State income tax and FICA withholding.

B. The CITY shall make every effort to provide a "transitional duty" assignment to an employee with an occupational injury or illness as defined by the Worker's Compensation Act. Transitional duty assignments shall be offered to the employee by the CITY upon receipt of a written release back to work, along with any applicable work restrictions, from the employee's medical provider.

C. The CITY shall provide a long term disability plan for UNIT employees to enroll in.

D. The CITY shall establish rules and procedures for administration of an injury leave program (supplemental to regular sick leave benefits) for employees under the following qualifications and restrictions:

1. The disability must have resulted from an injury arising out of the discharge of official duties or while exercising some form of necessary job related activity as determined by the CITY.

2. The employee must be unable to return to work due to the injury as verified by a licensed health care professional acceptable to the CITY;

3. The leave benefit must not exceed the value of the employee's net wages during the period of absence due to the injury, less all amounts paid or credited to the employee as worker's compensation, social security, long-term disability, or retirement benefits, or any form of governmental relief whatsoever;

4. The aggregate value of benefits provided to employees under this injury leave program shall not exceed the total of \$5,000 per employee per injury; unless approved in writing by the employee's department head after receiving an acceptable treatment plan and consulting with the City's Risk Manager; and

5. The CITY's Risk Manager shall be principally responsible for the review of injury leave claims, provided that appeals from the decision of the Risk Manager may be reviewed by the Director of Management Services who may make recommendations to the Mayor for final decision.

If an employee is eligible for worker's compensation as provided by law and is not receiving injury leave pursuant to this provision said employee may elect in writing to the Director of Human Resource Management to use accumulated sick leave and authorized vacation time to supplement the employee's worker's compensation, not to exceed the employee's net salary.

ARTICLE XVII—PART-TIME AND SEASONAL EMPLOYEES

Unless otherwise provided in state, federal or municipal law, regular part-time and hourly employees, as defined by the CITY, who perform essentially the same job duties of employees covered by this MEMORANDUM, shall not be included, in the overtime rotation, for those job duties, as provided to full-time employees in Article X.E. of this MEMORANDUM unless no qualified full-time employee is available to do the overtime work.

If employees are released due to a lack of work, regular part-time and hourly employees shall be released first before qualified full-time employees who are performing essentially the same job duties.

Regular part-time and hourly employees, who perform essentially the same job duties of employees covered by this MEMORANDUM, shall not bid on holidays, vacations, shifts and other benefits that are affected by an employee's seniority.

Qualified full-time employees, covered by this MEMORANDUM, shall be offered overtime work before it is given to regular part-time and hourly employees who are performing essentially the same job duties.

Regular part-time employees, performing essentially the same job duties of full-time employees covered by this MEMORANDUM, shall not receive compensation higher than the entry level (Step A on Appendices "A," "B" and "C") for the applicable job grouping.

Regular part-time employees shall not replace or displace full-time employees in their job classifications, positions, or normal job duties.

ARTICLE XVIII—LEAVES OF ABSENCE

Employees shall be eligible for leaves of absence under the following circumstances:

A. BEREAVEMENT LEAVE (PLAN A ONLY)

1. Time off with pay shall be granted a full-time employee who suffers the death of a wife, husband, child, mother, father, stepmother, stepfather, stepchild, brother, sister, step-sister, step-brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, grandfather, ~~or grandmother, or live-in companion.~~ In the event of death in any of these instances, employees shall be paid their regular base pay for scheduled work time from the time of death through the day of the memorial; however, no such leave shall be permitted to exceed more than five (5) working shifts. Employees shall be permitted one additional paid shift of bereavement leave, on the day following the memorial, if the memorial is held more than 150 miles distance from Salt Lake City and if the day following the memorial is a regular working shift. Satisfactory proof of such death, together with the date thereof and the date and location of the memorial, must be furnished by the employee to the employee's supervisor.

2. In the event of death of a full-time employee's uncle, aunt, nephew, niece, first cousin, brother-in-law, sister-in-law, grandfather-in-law or grandmother-in-law, an employee shall be paid for time off from scheduled working hours while attending the memorial services for such person, not to exceed one work shift.

3. In the event of death of friends or other relatives not specifically identified in subsections 1 or 2 of this provision, an employee may be granted time off without pay while attending the memorial services for such persons, not to exceed four (4) hours subject to the approval of his or her immediate supervisor. Nothing in this subsection shall prevent an employee from requesting earned and unused compensatory or vacation time.

4. In the event the death of any member of the immediate family, as set forth in subsection 1 of this Article occurs while an employee is on vacation, his or her vacation shall be extended by the amount of time authorized as bereavement leave under said subsection.

5. An employee who is on leave of absence is not entitled to bereavement leave.

6. A similar, but not identical benefit, is provided to employees covered under Plan B, the Optional Personal Leave Plan. See paragraph I.11 below.

B. LEAVE OF ABSENCE OF EMPLOYEES WHO ENTER MILITARY SERVICE

Every employee who enters the active service in the Utah State National Guard or in the service of a uniformed service of the United States, including the United States Army, United States Navy, United States Marine Corps, United States Air Force, commissioned corps of the National Oceanic and Atmospheric Administration, or the commissioned corps of the Public Health Service, shall be entitled to be absent from his or her duties and service with the CITY, without pay, as required by state and federal law. Said leave shall be granted for no more than five cumulative years, consistent with the federal Uniform Services Employment and Reemployment Act and according to Section 39-1-36 of the Utah Code.

C. PAY WHILE ON MILITARY DUTY

All employees who are or shall become members of the reserves of the United States Army, Navy, Air Force, Coast Guard and Marines, or any unit of the Utah National Guard, shall receive full pay for all time not in excess of fifteen (15) continuous calendar days per year spent on military active duty in connection with the requirements of the service. This leave shall be in addition to annual vacation leave. Employees who do not participate in an annual exercise or serve on extended active duty, but instead participate in active military duty on a periodic basis throughout the year, shall be allowed full pay for all time not in excess of ninety (90) hours per calendar year spent on such military duty. To qualify, employees claiming the benefit under this provision shall provide documentation to the CITY demonstrating duty with such agencies.

D. LEAVE FOR JURY DUTY

All full-time employees shall receive their regular wages for any scheduled shift work missed due to jury service. In addition, all employees are entitled to receive and retain statutory juror's fees paid for jury service. On those shifts that an employee is required to report for jury service and is thereafter excused from such service during his or her regular working hours for the CITY, he or she shall forthwith return to and carry on his or her regular CITY employment. In the latter circumstance, an employee who fails to return to work shall forfeit the pay of that shift. Employees are required to give their supervisors as much advanced notification as possible regarding jury duty that may require them to be absent from scheduled shift work.

E. FAMILY MEDICAL LEAVE

Several benefits in this MEMORANDUM continue income to employees during absence due to illness, accident, or personal reasons. Some of these absences may qualify under the Family

Medical Leave Act (FMLA). This is a federal law that provides up to 12 weeks of unpaid leave each year and protects jobs and health care benefits for eligible employees who need to be off work for certain "family and medical" reasons. Appendix ("C") outlines the FMLA rights and obligations of the employee and the CITY. The CITY requires all employees using FMLA leave to exhaust their paid leave allotments for FMLA-qualifying events prior to taking FMLA leave unpaid. The paid leave parameters are defined in this MEMORANDUM.

F. DEPENDENT LEAVE (PLAN A ONLY)

1. Dependent leave may be requested by an employee for the following FMLA-qualifying reasons:

- a. Becoming a parent through birth or adoption of a child or children.
- b. Placement of a foster child in the employee's home.
- c. Due to the care of the employee's child, spouse, or parent with a serious health condition.

2. An employee may also request dependent leave in order to care for an employee's child, spouse, or parent who is ill or injured but who does not have a serious health condition.

3. The following provisions apply to the use of dependent leave:

- a. Dependent leave may be granted in single working shift increments with pay on a straight time basis from the date a dependent commences residence with an employee, or from the date of birth of the dependent or from the date the dependent becomes ill, injured, or hospitalized.

- b. The employee must have accumulated and have available unused sick leave. Under no circumstances shall the employee be entitled to use as dependent leave more than forty (40) hours in any calendar year for employees who work 8 or 10-hour shifts and 48 hours for employees who work 12 hour shifts.

- c. The employee must give notice to his or her supervisor as soon as possible under the circumstances.

- d. The employee must provide, upon request by a supervisor, certification of birth or evidence of a child placement for adoption to his or her supervisor within five (5) working days following termination of such leave. A letter may be requested from the treating physician in the event of hospitalization of a dependent within five (5) working days following termination of dependent leave used for this purpose.

- e. An employee's sick leave shall be reduced by the number of hours taken by an employee as dependent leave under this section.

G. LEAVE OF ABSENCE FOR UNION ACTIVITY

Up to two (2) employees of the UNIT elected to UNION positions, or selected by the UNION to positions the responsibilities of which require absence from employment with the CITY, shall upon written request from the UNION, submitted to the CITY as soon as possible under the circumstances but in no event later than thirty (30) days prior to the first day of absence, receive a leave of absence, without pay, for the period of service with the UNION. Upon termination of the leave of absence of one of such two employees, another employee shall be eligible for a leave of absence under the terms and conditions set forth above. At no time shall more than one (1) employee within a single division of a department be absent from work under the provisions of this section. If either of the two employees returns to work within 90 calendar days or less, he/she shall not have a loss of seniority.

The employees while on a leave of absence, in service of the UNION, may continue to participate in the CITY's Health Insurance programs as provided by law (COBRA) and provided the employees pay the employee's share of the premium, if any, and the UNION pays the employer's share of the premium.

Either employee shall, upon the ending of such leave, be reinstated into the first vacant position, which has a similar classification and was last engaged in prior to taking leave, that the CITY has open in any of its career service departments provided that the person meets the minimum qualifications according to the status and classification which was held and was last engaged in prior to taking such leave.

Either employee during such leave and for one year thereafter shall have pre-bid rights.

H. ADDITIONAL LEAVES OF ABSENCE

Employees shall be allowed to take up to six (6) months unpaid additional leaves of absence at the discretion of the department head without loss of seniority or position.

I. OPTIONAL PAID PERSONAL LEAVE PLAN (PLAN B)

1. Effective November 16, 1997, there shall be available to employees an optional paid personal leave plan as provided in this paragraph XVIII J ("Optional Plan"). The Optional Plan shall be in lieu of and replace the following articles in the MEMORANDUM: Article XV—Sick Leave, Hospitalization and Retirement Benefits; Article XVIII—Bereavement Leave, Dependent Leave; and Article XIV.D.1 (d)—Layoff Benefit. Where the leave is not related to the employee's own illness or disability – or an event that qualifies under the FMLA – a personal leave request is subject to the approval provisions specified below.

2. In order to be covered under the Optional Plan:

a. The employee must have been hired before November 16, 1997 and

b. The employee must, between July 15, 1997 and October 15, 1997, sign and deliver to Human Resource Management a written authorization form electing to be covered by the Optional Plan.

3. Employees who do not elect to be covered by the Optional Plan as provided herein shall continue to be covered under the provisions of the MEMORANDUM specified in subparagraph A.

4. Employees hired on or after November 16, 1997, shall be covered by the Optional Plan.

5. Under this Optional Plan, paid personal leave shall be provided for employees as insurance against loss of income when an employee is absent from work due to illness or injury, to care for a dependent, or for any other emergency or personal reason, subject to the operational requirements of the CITY.

6. Each employee under this Optional Plan shall be provided, at the beginning of the second pay period of November in each calendar year, paid personal leave hours based on the following schedule:

MONTHS OF CONTINUOUS CITY SERVICES	HOURS OF PERSONAL LEAVE
Less than 6	40
Less than 24	60
24 or more	80

Employees hired during the plan year shall be provided paid personal leave on a prorated basis.

The CITY and the UNION understand and agree that the personal leave accrual rate is based on continuous months of full-time City service and not upon an employee's accumulated paid City service. However, an employee may request a maximum of three (3) years prior service credit toward personal leave accrual as provided in City policy.

7. On or before the beginning of the second period of November in each calendar year, employees covered by this Optional Plan may elect, by notifying Human Resource Management in writing, to:

a. Convert any unused paid personal leave hours available at the end of the first pay period of November for a lump sum payment equal to the following: For each converted hour, the employee shall be paid 50 percent of the employee's hourly base wage rate in effect on date of conversion. In no event shall total pay hereunder exceed 40 hours pay, or

b. Carryover to the next calendar year up to 80 unused paid personal leave hours, or

c. Convert a portion of unused paid personal leave hours, for a lump sum payment as provided in subparagraph J 7a above and carry over a portion as provided in subparagraph J 7 b above.

8. A maximum of 80 hours of paid personal leave may be carried over to the next calendar year. Any personal leave hours unused or converted before the end of the calendar year in excess of 80 shall be converted to a lump sum payment as provided in subparagraph J 7 above.

9. At termination of employment for any reason, accumulated unused personal leave hours shall be paid to the employee at 50 percent of the hourly base wage rate on date of termination for each unused hour. For purposes of this benefit, paid personal leave hours will be prorated based on when, in the calendar year, the employee terminates employment with the City.

10. Conditions of Use of Paid Personal Leave are:

- a. Minimum use of paid personal leave is one hour.
- b. Except in unforeseen circumstances, such as emergencies or the employee's inability to work due to his or her illness or accident, the employee must provide his or her supervisor or manager with prior notice to allow time for the supervisors or managers to make arrangements necessary to cover the employee's work.
- c. For leave due to unforeseen circumstances, employees must give their supervisors or managers as much prior notice as possible, but in no event later than fifteen (15) minutes before commencement of the employee's scheduled work unless justified by extraordinary circumstances.
- d. Supervisors or managers shall not require an employee to use another form of leave in lieu of requested paid personal leave.

11. Under this Optional Plan, time off with pay shall be granted to a full-time employee who suffers the loss of a wife, husband, child, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchild, or stepchild, stepmother, stepfather, stepbrother, or stepsister, or live-in companion. The employee shall be paid the employee's regular base pay for scheduled work time from the date of death through the day of the memorial, not to exceed five working shifts. Employees shall be permitted one additional paid shift of bereavement leave on the day following the memorial if such memorial is held more than 150 miles distance from Salt Lake City and if the day following the memorial is a regular work shift. Satisfactory proof of such death, together with the date thereof, the date and location of the memorial, and the date of burial, must, on request, be furnished by the employee to his or her supervisor or manager. The provisions of this paragraph shall not be applicable to employees who are on leave of absence.

In the event of death of an uncle, aunt, niece, nephew, or first cousin to the respective employee, said employee shall be allowed to use personal leave or vacation for time off from scheduled work to attend the memorial service for such person.

In the event of the death of friends or relatives not listed above, an employee may be allowed to use personal leave or vacation for time off to attend the memorial service of such person, subject to approval of his or her supervisor.

12. Full-time employees covered under the Optional Plan, who are hired before November 16, 1997, and elect in writing during the period between July 15, 1997 and October 15, 1997, shall have a severance account equal to sixty percent of their accumulated unused sick leave hours available on November 16, 1997. The severance account balance shall appear on the

employee's payroll check stub. The conversion percentage in future enrollment periods may vary as negotiated by the UNION and the CITY.

13. After November 16, 1997, the full-time employee covered under the Optional Plan shall have no other accumulated sick leave except for those hours in the severance account.

14. All of the hours in the severance account shall be payable at layoff as follows: The employee shall be paid the employee's hourly rate of pay on date of or layoff for each hour in the employee's severance account.

Upon an employee's retirement, the CITY shall contribute the cash value of the employee's severance (R/L) account to the Nationwide Post Employment Health Plan, in accordance with the provisions and requirements of that Plan. The value of that contribution shall be calculated using the hourly rate of pay in effect on the employee's last day worked prior to retirement.

Prior to July 1 of each year, the UNION and the CITY shall evaluate the provision immediately above, and may modify its terms for the following year. The terms of that provision shall not be modified except one time annually, as provided herein.

15. Hours may be withdrawn from the severance account for emergencies after paid personal leave hours are exhausted, and with approval of the employee's supervisor or manager. Approval shall not be unreasonably denied. It is understood that hours used from the severance account shall be governed by the same rules of usage that are applied to sick leave hours. Severance account hours may also be used as a supplement to worker's compensation benefits which, when added to the employee's worker's compensation benefits, equals the employee's regular net salary. The employee must make an election in writing to the Director of Management Services to use severance account hours to supplement workers' compensation benefits.

16. Protection against loss of income when an employee is absent from work due to short term disability shall be provided to employees covered under this Optional Plan through short term disability insurance (SDI). There shall be no cost to the employee for SDI. SDI shall be administered in accordance with the terms determined by the CITY. As one of the conditions of receiving SDI, the employee may be required to submit to a medical examination. The agreement between the CITY and the Third Party Administrator of the SDI Program shall be available for review on the CITY Info Base or at the office of Human Resource Management. At the request and agreement of the employee, the CITY may, if available and with proper medical releases, provide temporary light duty assignments to employees on SDI.

17. Disputes and disagreements regarding the administration and interpretation of this Optional Plan shall be resolved through the Labor Management Committee as specified in Article XXV of this MEMORANDUM.

18. Paid personal leave shall not be considered as time worked for purposes of overtime computation.

ARTICLE XIX—LONGEVITY PAY

In addition to the wages herein provided, every employee who has completed six (6) continuous full years of employment with the CITY shall receive a monthly longevity benefit in the sum of fifty dollars (\$50).

Every employee who has completed ten (10) continuous years of employment with the CITY shall receive a total monthly longevity benefit in the sum of seventy-five dollars (\$75).

Every employee who has completed sixteen (16) continuous years of employment with the CITY shall receive a total monthly longevity benefit of one hundred dollars (\$100).

Every employee who has completed twenty (20) continuous years of employment with the City shall receive a total monthly longevity benefit of one hundred twenty five dollars (\$125).

The computation of longevity pay shall be based on the most recent date employee became a full-time employee with the CITY.

The UNION and the CITY understand and agree that longevity compensation is based on continuous years of full-time City service and not upon an employee's accumulated paid City service.

ARTICLE XX—TOOL, UNIFORM, AND AUTOMOBILE ALLOWANCES

A. TOOL ALLOWANCE

Employees meeting the following qualifications shall receive \$60 per month as a tool allowance:

1. The employee shall be required to use personal tools on his or her CITY job, said requirement being listed in the job description for the position held by the employee.
2. The replacement cost of the tools used must exceed \$3,000.
3. The employee must actually use the tools on a daily basis and not just store them on the job site.

The CITY shall not require employees to provide their own tools in excess of \$3,000 without paying the tool allowance provided hereunder. The tool allowance shall not be paid unless the CITY requires such tools.

Each employee shall maintain an inventory of such tools and shall provide copies of that inventory to his or her department by September 1 on a yearly basis. In the event of the loss of any tools herein, the employee may submit a claim with the CITY's Risk Manager. The CITY shall compensate the employee for any loss not in excess of \$5,000, less a \$250 deductible for which the employee is responsible. In determining the CITY's liability for loss the CITY shall use the replacement value of the tools lost. Claims under this paragraph are payable only if the equipment claimed is lost from a CITY work location and is contained in a current inventory of the equipment filed by the employee. If an employee purchases additional tools during the year

after submission of the employee's annual inventory, the employee shall submit a revision of the employee's inventory to the employee's department.

B. UNIFORM ALLOWANCE

Employees, when required to wear uniforms in the execution of their duties with the CITY shall have such uniforms furnished and maintained at the CITY's expense with the following exception: employees in the Public Services Department (other than welders, mechanics and parking enforcement personnel) shall maintain their uniforms at their own expense.

Coveralls provided to employees in the Public Services Department shall be laundered on a regular basis and replaced on an as needed basis by the CITY.

1. Airport Police Officers who are required to wear uniforms while in the execution of their duties shall receive the sum of ~~\$6555~~ per month as a uniform allowance in lieu of any uniform expense to the CITY.

2. The following employees, when required to wear uniforms in their duties with the CITY, shall receive the following monthly uniform allowances in lieu of any other uniform expense to the CITY:

Parking Enforcement Personnel.....	\$6050
Parking Meter Repair Personnel	\$6050
Watershed Patrol.....	\$6050
Police Clerical and Dispatch Personnel ..	\$6050
Fire Clerical and Dispatch Personnel.....	\$6050

C. AUTOMOBILE ALLOWANCES

Employees who are authorized to use and who do use privately owned automobiles for official CITY business shall be reimbursed for their operation expenses of said automobiles at the per mile allowance rate specified in the IRS/GSA schedule, as reproduced in the CITY's Accounting Division's Travel Reimbursement Procedure, for each mile actually traveled in official CITY business. Before payment is made to any employee, pursuant to the terms of this section, the employee's supervisor must authorize the use of the automobile and the employee's supervisor must verify the mileage traveled.

ARTICLE XXI—INSURANCE

1. The CITY shall make available life, accidental death, and dismemberment, dental, and health insurance to all employees covered under the MEMORANDUM, upon the terms and conditions as may be from time to time determined by the CITY.

2. During the term of this Memorandum~~fiscal years 2003-04 and 2004-05~~, the CITY shall make available life, accidental death and dismemberment, health, dental insurance and long term disability (income protection plan) to UNIT employees upon the terms and conditions the CITY

is providing to employees in all other certified bargaining units during said years. Payment shall be deducted biweekly consistent with the pay periods.

3. The CITY shall continue to make available the same consulting service which shall provide limited consulting by an outside confidential firm for drug abuse, alcoholism, and marriage counseling.

4. The CITY shall participate in the Nationwide Post Employment Health Plan (NPEHP), as adopted by the CITY by contract and ordinance. The CITY shall contribute \$834 per fiscal year (prorated by bi-weekly pay periods) into each employee's NPEHP account.

ARTICLE XXII—PENSION PLAN CONTRIBUTION

The CITY agrees to pay the employee's share and employer's share of the retirement contribution as mandated by state statutes and as said statutes are interpreted by the Utah State Retirement Board.

ARTICLE XXIII—SENIORITY

A. SENIORITY DEFINED

For the purposes of this MEMORANDUM, an employee may have his or her:

- City seniority, which is the continuous paid service with the City;
- Department seniority, which is the continuous paid service with the employee's current City department from the date the employee last began employment with that City department; and
- Workgroup seniority, which is the continuous paid service with the employee's current workgroup from the date the employee last become an employee in that workgroup.

After consultation with the City's Labor Relations Officer, and solely for the purposes of the seniority provisions of this MEMORANDUM, the UNION shall make a determination of which group of employees constitute a workgroup.

Elected officials of the UNION shall be considered to have seniority above that of all other employees for the purpose of layoff only, regardless of actual seniority.

B. LAYOFFS

Whenever it is necessary to reduce the number of employees performing an activity or function defined by the Mayor or his or her designee within a CITY department because of lack of work or lack of funds, the CITY shall minimize layoffs by readjustment of personnel through reassignment of duty in other departments.

1. Whenever layoffs are necessary, temporary, probationary, and hourly employees performing essentially the same duties as the aforesaid work activity or functions being reduced shall be laid off first; provided, that it is expressly understood that seasonal employees are not included in this limitation.

2. Employees shall be the last to be laid off in inverse order of the length of CITY seniority in the same job classification.

3. Employees designated for layoff or actually laid off shall move into a vacant equal or lower classified job position, wherever situated in the CITY, for which the employee is qualified. Vacant means that the Division of Human Resource Management has received a request to fill a position. Equal or lower classified means that the maximum salary for the vacant position shall be less than or equal to the maximum salary for the position being laid off. Said employee, within the CITY department in which the layoff occurred, may also bump less senior, full-time temporary or probationary personnel (in a job position and function previously and actually held by said laid off employee) for a position said employee is currently qualified and able to perform as determined by the Division of Human Resource Management.

4. Employees who have been laid-off shall have rights for a one-year period to placement in any vacant job that is at an equal or lower classification where they meet minimum qualifications. They shall not be subject to any further examination. Minimum qualifications on laid off job positions shall remain unchanged for the same one year period not restricting changes for bona fide business and operational purposes.

5. A re-employment list shall be established in the Division of Human Resource Management to facilitate the placement of any reduced in force employees.

C. GENERAL RE-EMPLOYMENT LISTS

Employees who have been laid off in accordance with paragraph (B) above or have been separated from employment by resignation or otherwise without misconduct on their part, have the right to request pre-bid in accordance with Article XXIV, Pre-Bid Procedures, paragraph A of this MEMORANDUM. Pre-Bid rights shall expire two (2) years from the employee's date of layoff or separation from employment. Names shall be placed on the appropriate reemployment list in order of City seniority, as defined by City Code 2.52.070. Should the employee be rehired from layoff status within this time period the employee shall have full reinstatement of all seniority or length of service for purposes of layoff, vacation, personal leave, and sick leave computation. The employee shall be subject to the same probationary period as an employee hired under pre-bid. If the aforementioned employee has cashed out any sick leave, vacation, or retirement monies, the employee shall not be eligible for reinstatement of the same.

D. SHIFT BIDS

Department heads or their designee shall decide the employee qualifications, abilities or experience recommended for each work shift or CITY operation deemed desirable to perform the functions, operations or mission of the department, and such considerations may include training, specialized knowledge, skill or other particularized needs of the entire department. After

management has made shift assignments indicated by such needs or considerations, the remainder of the shift-work assignment shall be made on the basis of workgroup seniority. For the purpose of shift bidding, all UNIT employees assigned to the Department of Airports belong to a single workgroup.

E. ROUTE BIDS

Employees bidding for route assignments shall conduct their bidding according to the procedures in Article XXIII, paragraph D in this section.

ARTICLE XXIV—JOB BIDS

In order that qualified employees may be given proper consideration when a vacancy in a job exists, and the department head deems it advisable to fill such vacancy on a full-time basis, the department head shall utilize the following Job-Bid Procedure (except for positions in the classified civil service):

A. PRE-BID PROCEDURE

An employee may apply at any time for a Pre-Bid in writing on forms specified by the Division of Human Resource Management for inclusion on a confidential Pre-Bid register. Such confidential Pre-Bid register shall be deemed closed when the department head advises the Division of Human Resource Management in writing that a vacancy needs to be filled on a full-time basis. Human Resources shall, prior to the job being opened internally, notify employees who have Pre-Bid as to whether or not they meet minimum qualifications for the position.

An employee shall have the responsibility to update requests for such Pre-Bid. Such requests shall be valid for no more than a two-year period.

B. INTERNAL JOB ANNOUNCEMENT PROCEDURE

Positions shall be posted for a period of at least five (5) working days (excluding holidays), during which time employees may apply in writing, on forms specified by the Division of Human Resource Management, for appointment to fill such vacancy, setting forth any such information as may be required by the CITY.

Jobs shall be posted in a locked display case in the following departments: Airport, Parks, Streets, Water Reclamation, Public Safety, Public Utilities, or where deemed necessary by the Labor Management Committee. The Division of Human Resource Management shall forward a complete list of all job announcements to a designated steward in each CITY department. The UNION shall provide the Division of Human Resource Management with the names of the designated stewards.

C. EXTERNAL JOB ANNOUNCEMENT PROCEDURE

When a vacancy cannot be filled by competent and experienced employees applying for a job, the Director of the Division of Human Resource Management, on the recommendation of the department head, may announce the job vacancy for external recruitment purposes.

D. SELECTION PROCEDURE

All full-time internal applicants meeting the minimum qualifications shall be afforded the opportunity to compete for the vacant position during the internal process.

At the request of the Union ~~discretion of the hiring department~~, the Labor Relations Officer ~~hiring authority~~ and a UNION representative shall jointly select an neutral employee who shall, ~~on request~~, be seated as a neutral observer during applicant interviews conducted by oral boards. The selection of the neutral observer shall not unduly delay the interview process. This neutral observer shall disclose information only on a need to know basis.

The department head shall make a selection from those applicants on a register designated by the Director of the Division of Human Resource Management, solely on the basis of qualifications; however, in the event that all qualifications are relatively equal, the employee who has the most City seniority shall be selected.

Department managers, with the assistance of the Division of Human Resource Management, shall be cognizant of job descriptions and related requirements for positions and afford first consideration to employees within the affected department. Job descriptions shall be clear and concise, defining minimum experience and qualifications required.

E. JOB BID GRIEVANCES

Employees objecting to the process under this Article XXIV for positions covered by this Article shall file grievances in accordance with the provisions of Article XXVII D.

F. TRAINING

The Division of Human Resource Management agrees to provide periodic position counseling and pre-bid/job-bid training to eligible City employees.

G. PROBATIONARY PERIOD

An full-time employee who is a successful bidder for a job vacancy shall be on probation for a period not to exceed ninety (90) calendar days, during the first thirty (30) days of which time the employee may elect to return to the former position of employment. ~~A successful bidder who is not a full time employee shall be on probation for six (6) months.~~ The probationary period may be extended, if necessary for training purposes, if agreed upon by applicant and supervisor or department head. During the probationary period, applicant shall not be eligible to be selected for any other job vacancy unless prior authorization to apply for job openings is obtained from the department head. Such authorization shall be the sole discretion of the department head. If

the applicant is retained in the job applied for at the expiration of said probationary period, applicant shall be ineligible to be selected for another job opening for a period of nine (9) months after the expiration of said probationary period, unless authorization to apply is given by the department head as specified above. If applicant is not retained in said job before the expiration of the probationary period, the employee shall be returned to the position held prior to being accepted in the job applied for.

The paragraph immediately above does not apply to a full-time employee who accepts a position as an Airport police officer or Airport communication coordinator.

The provisions of this MEMORANDUM do not impair or limit the authority of the Civil Service Commission to impose probationary periods for employees in the classified civil service.

H. PROBATIONARY PERIOD (NEW HIRES, AIRPORT POLICE, AIRPORT COMMUNICATION COORDINATORS).

Except for someone hired as an Airport police officer or Airport communication coordinator, a person newly hired to a full-time position in the 100 or 200 series shall be on probation for six (6) months.

For anyone hired as an Airport police officer, including a full-time City employee, the probationary period shall be twelve (12) months, unless the person is POST-certified at the time hired. The probationary period for someone hired as an Airport police officer who is POST-certified shall be six (6) months.

For anyone hired as an Airport communication coordinator, including a full-time City employee, the probationary period shall be twelve (12) months.

For a full-time City employee hired as an Airport police officer or Airport communication coordinator, during the first thirty (30) days of the employee's hire the employee may elect to return to the former position of employment. Also, if during the probationary period the full-time employee is released from a position as an Airport police officer or Airport communication coordinator, the employee shall return to the position held prior to being accepted in the job applied for.

For a full-time employee hired as an Airport police officer or Airport communication coordinator, the employee may not apply for other City positions during the employee's probationary period and, if retained as an Airport police officer or Airport communication coordinator, for nine (9) months beyond the end of the probationary period, unless authorized by the department head.

ARTICLE XXV—LABOR MANAGEMENT COMMITTEE AND SAFETY

A. LABOR MANAGEMENT COMMITTEE

There shall be a Labor Management Committee consisting of ten members; five employees appointed by the UNION and five employees appointed by the CITY. The five UNION members of the Labor Management Committee shall represent both 100 and 200 series employees. The committee shall meet monthly or upon call of either party in the event of an emergency. Meetings shall be held on CITY time. The Labor Management Committee shall adopt rules and regulations governing the Committee's duties and responsibilities. It shall be the general function of the Labor Management Committee to discuss matters of mutual interest concerning wages, hours, and other conditions of employment except those that are specifically covered under the grievance procedure, in accordance with Article XXVII, Grievance Procedure. Items brought to this committee must have first been brought before the appropriate department management personnel in an attempt to resolve the issue. An agenda shall be prepared and delivered to each of the committee members in advance of any meeting by the CITY's Labor Relations Office.

The Labor Management Committee shall make appropriate recommendations to department directors for their decisions that shall be final and binding.

The Labor Management Committee shall study such matters as apprenticeship and training, seniority, overtime, layoff procedures, employee productivity, and other matters of mutual interest to the CITY and the UNION. It is the intent of this agreement that only one Labor Management Committee exists for the employees represented by the UNION.

B. SAFETY

Management and employees, along with the Departmental Safety Committees (which shall consist of three employees appointed by the UNION and three employees appointed by the CITY), shall coordinate to maintain a safe and healthful workplace. Each Departmental Safety Committee shall review and determine protective clothing needs of employees.

C. TRAINING AND DEVELOPMENT COMMITTEE

The UNION shall appoint one person to represent both the 100 and 200 series employees on the CITY's Training and Development Committee.

ARTICLE XXVI—PROCEDURAL RIGHTS

It is the intent of this Article to provide procedural safeguards to employees who are under investigation for alleged acts of misconduct. The procedural rights provided in subparagraphs 1 through 5 below do not apply to routine, undocumented inquiry, coaching, instruction, or direction given to an employee by his or her supervisor.

A. INVESTIGATIVE INTERVIEWS

When any employee is under investigation for an alleged act of misconduct, the investigation shall be conducted under the following conditions.

1. Prior to any investigative interview, the employee shall be advised of the following:
 - a. The nature of the complaint, and the specific allegations of misconduct;
 - b. The date, time, and location of the incident that gave rise to the allegation(s); and
 - c. The employee's right to have representation. Employees shall be granted a reasonable amount of time to obtain such representation without threat of disciplinary or other adverse employment action, as provided in Article VI.
2. The investigative interview shall specifically and narrowly focus on the job related conduct of the employee.
3. A recording of the investigative interview session of the employee shall be made.
4. Persons conducting the investigation may not:
 - a. Subject the employee under investigation to offensive language or threaten disciplinary action, except an employee refusing to respond to questions or to submit to interviews shall be informed that failure to answer questions narrowly and directly related to job related conduct may result in disciplinary action.
 - b. Make any promise of reward or leniency as an inducement for the employee to answer any questions.
5. CITY and UNION representatives may not delay, interfere with, or otherwise obstruct any lawful investigation conducted by the CITY in compliance with the terms and conditions of this MEMORANDUM.
6. The employee shall be notified, in writing, of the disposition of any investigation including a disposition of each allegation, and the action to be administered, if applicable.
7. Sixty (60) days after the investigative interview if the employee has not been informed regarding the disposition of an investigation of the employee's conduct or performance, the employee may request a status report of the investigation and any disposition of charges against the employee. Within five (5) working days after receiving the request the CITY shall inform the employee of the status of the investigation and the likely time required to resolve the charges.

B. PRE-DISCIPLINARY HEARING

The administrative process associated with predisciplinary matters shall provide, at a minimum, the following safeguards.

1. Prior to any predisciplinary hearing, the employee and his or her representative shall be afforded reasonable time to examine documentary evidence being relied upon by the CITY.

2. The employee shall be provided with a notice of allegations, a statement of the grounds for the allegations, and the evidence relied upon.

3. The predisciplinary hearing shall be recorded by the City. The employee may make a separate recording, if desired.

4. The employee shall be afforded an opportunity to respond to allegations.

The employee shall have a right to representation as provided in Article VI.

ARTICLE XXVII—GRIEVANCE PROCEDURE

A. DISCIPLINARY GRIEVANCE

1. It shall be the policy of the CITY, the UNION and employees, to adjust disciplinary grievances of employees properly and fairly, within the framework of existing laws and regulations. Every effort shall be made to adjust disciplinary grievances in a manner mutually satisfactory to employees, the UNION, and the CITY at the lowest possible level. An employee may be accompanied by a UNION representative or other representative of the employee's choice, at any step of the disciplinary grievance process, provided ~~the representative shall be within the employee's department or the UNION business agent or the Chief Steward under the conditions listed in Article V above; and, the representative will be available in a reasonable time.~~ The CITY shall notify the employee of his or her disciplinary grievance rights in the discipline letter ~~this right prior to the administration of disciplinary action.~~

An employee shall not be subjected to retaliation, punitive action, or discrimination in any aspect of employment for the lawful exercise of the grievance procedure. Any such act shall constitute grounds for a separate grievance.

An employee shall be granted a reasonable amount of time during working hours to prepare for participation in his or her disciplinary grievance.

2. The procedural steps for resolution of a grievance involving suspensions without pay, denial of a merit, demotions, disciplinary transfers and terminations shall be as follows:

Civil Service employees must file an appeal of any termination or suspensions without pay of more than 3 working days or twenty-four (24) working hours with the Salt Lake City Civil Service Commission. Such appeals must be filed with the Commission within five (5) calendar days of the date the employee becomes aware of a decision or action that is subject to appeal.

For those actions listed above that may not be appealed to the Commission, the following procedural steps apply.

Step 1. The employee may appeal the grievance to the appropriate ~~dDepartment head~~Director or ~~dDepartment head~~Director's designee by submitting a written appeal within ten (10)

businessworking days from the date discipline is issued. The written appeal must set forth with specificity any issue the employee intends to raise on appeal and include any documents the employee intends to introduce in a hearing with the department head. The ~~d~~Department head~~Director~~ or designee may conduct an informal hearing with the aggrieved employee and representatives for the CITY pertaining to the discipline. Within twenty (20) business~~ten (10)~~ working days after the receipt of the written appeal, the ~~d~~Department head~~Director~~ or the designee shall issue a decision.

Step 2. If the grievance is not resolved at Step 1, the employee may, within ten (10) businessworking days from receipt by the employee of the written decision of the appropriate Department Director or designee, submit the grievance as follows:

- The~~A~~ non-civil service employee may appeal a termination, disciplinary transfer to positions of less remuneration, and suspensions without pay in excess of 2 days (or 2 shifts for employees who regularly work shifts longer than 8 hours) demotion, or disciplinary transfer to the Employee Appeals Board. The ~~e~~Employee must file his or her appeal in the Office of the City Recorder within the time required. The Employee Appeals Board shall hear the matter and render a decision in accordance with State law and City policy and procedures.~~issue a recommendation to the Mayor either affirming or reversing the Department Director or the designee's decision pursuant to section 10-3-1106 of the Utah Code Annotated.~~ Along with the recommendation of the Employee Appeals Board, the aggrieved employee may request the Mayor to modify the discipline. ~~The Mayor shall consider the determination of the Employee Appeals Board and any requests from the aggrieved employee and make a decision. The decision of the Mayor shall be final and binding on the aggrieved employee, the UNION and the CITY.~~
- The ~~A~~ non-civil service employee may appeal a suspension without pay of two days (or two shifts for employees who regularly work shifts longer than 8 hours) or less or a denial of a merit increase to an independent h~~Hearing~~ o~~fficer~~ within ten (10) business days. A civil service employee may appeal a suspension without pay of 3 working days or 24 working hours or less to an independent hearing officer within ten (10) business days. An employee must file his or her appeal in the Office of the City Recorder within the time required. The CITY and the UNION shall mutually agree on the selection of the Hearing Officer. The City and union agree to develop a process to select independent hearing officers. Such officers may be individuals outside City employment. The CITY and the UNION agree that in most cases the independent hearing officer will be an elected or appointed member of the Employee Appeals Board. The decision of the Hearing Officer shall be final and binding on the aggrieved employee, the UNION and the CITY.

The time limitations established herein are of the essence. The CITY and the UNION or the aggrieved employee may mutually agree to extend the time limits in writing.

B. CONTRACTUAL GRIEVANCE

A contractual grievance is an allegation by the UNION that the CITY has violated an express provision of this MEMORANDUM, provided however that Articles I, II, III, XXX, XXXII, and XXXIII shall not be subject to the grievance procedure. A contractual grievance shall be

confined exclusively to the interpretation and/or application of the express provisions of this MEMORANDUM except for the articles described above. A contractual grievance shall not include disciplinary grievances or claims that procedures relating to discipline were violated since such disputes are covered by separate procedures above.

The procedural steps for resolution of a contractual grievance shall be as follows:

Step 1. The UNION shall file a written grievance with the appropriate Department Director or Department Director's designee within 10 working days after the event giving rise to the grievance or 10 working days after the UNION should reasonably have learned of the event giving rise to the grievance, whichever is later. The grievance shall state the relevant facts and the specific provision or provisions the UNION claims the CITY violated. Within 10 working days after receipt of the written appeal, the Department Director or designee shall answer the grievance in writing.

Step 2. If the grievance is not settled at Step 1, the UNION may, within 10 working days after receiving the written decision by the Department Director or designee, present the grievance to the CITY's contract administrator for review and investigation. The CITY's contract administrator shall submit a written decision to the Department Director and the UNION within 10 working days following receipt of the grievance. In this Step 2 the CITY's contract administrator and the UNION may agree to use the services of a mediator to facilitate the resolution of the grievance. Such decision to use mediation services must be made within 10 working days following the contract administrator's receipt of the grievance, and shall stay the 10 working days time requirement for the decision by the CITY's contract administrator. Prior to use of mediation services the CITY's contract administrator and the UNION shall agree how to share the cost, if any, of such services.

Once the UNION and the CITY's contract administrator agree to use mediation services, if either the UNION or the CITY's contract administrator informs the other party of their intent to cease the use of mediation services, the CITY's contract administrator shall submit a written decision to the Department Director and the UNION within 10 working days following receipt of the grievance.

Step 3. If, after completion of steps 1 through 2, the grievance is not resolved, the UNION within five (5) working days, may submit the contractual grievance to a Hearing Officer or Arbitrator mutually selected by the UNION and the CITY. The hearing shall be conducted within forty-five (45) calendar days of the filing of the grievance. The CITY and the UNION may mutually agree, in writing, to extend these time limits. The decision of the Hearing Officer or Arbitrator shall be final and binding. The jurisdiction and authority of the Hearing Officer or Arbitrator shall be confined exclusively to the interpretation and/or application of the express provisions of this Memorandum of Understanding at issue between the UNION and the CITY; provided however, that the Hearing Officer or Arbitrator shall not have jurisdiction to interpret or apply Articles I, II, III, XXX, XXXII, and XXXIII of this Memorandum of Understanding. The Hearing Officer or Arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Memorandum of Understanding, to impose on either party a limitation or obligation not expressly provided for in this Memorandum of Understanding; or establish or alter any wage or wage structure. The Hearing Officer or Arbitrator does not have jurisdiction to require the CITY to make or incur expenditures or encumbrances in excess of line item appropriations for the budget as adopted by the City Council. The Hearing Officer or Arbitrator shall not hear or decide more than one grievance without the mutual consent of the CITY and the UNION.

The Hearing Officer's or Arbitrator's fees and expenses, the cost of any hearing room and the cost of a court reporter and of the original transcript shall be paid by the party not prevailing in the hearing. The Hearing Officer or Arbitrator shall designate the party not prevailing.

C. GRIEVANCES INVOLVING EEO COMPLAINTS

It is understood by the UNION and the CITY that an employee, who alleges that adverse action was taken in violation of Federal and State EEO laws, may file a complaint directly with the CITY's ~~EEO Government Compliance~~ Manager and/or the Utah Anti-Discrimination Division. The UNION, at its discretion, may raise concerns with appropriate CITY officials about possible discrimination or harassment of employees.

D. JOB BIDS

The following procedures shall govern disputes relating to job bids of an employee into another CITY position:

1. If an employee who is an unsuccessful candidate for a position has a dispute concerning the job bid process, the employee shall notify the UNION's business agent of the complaint within three (3) working days from the date the employee received notice from the hiring Department that the employee was not selected for the position. The UNION business agent shall notify the hiring Department's Director of the complaint within 48 hours after receiving notice from the employee.
2. The UNION business agent shall confirm, in writing, the dispute of the unsuccessful candidate with the hiring Department's Director or designee within three working days from the date the UNION business agent notified the Department Director pursuant to paragraph G.1 above.
3. The hiring Department Director shall advise the selected candidate that the position is in dispute. The selected candidate shall not be precluded from working in the position.
4. The UNION business agent and the hiring Department Director or designee shall meet to discuss the selection process within five (5) working days from the date the hiring Department Director or designee was notified pursuant to paragraph 2 above. If the dispute is not resolved at the meeting by the Department Director and the UNION business agent, the unsuccessful candidate may appeal in writing within 48 hours after the meeting to the CITY's Labor Relations Office for a hearing. The CITY's Labor Relations Office shall designate a hearing officer and a hearing date within five working days from the date the CITY's Labor Relations Office received the appeal from the unsuccessful candidate.
5. The hearing officer shall request briefs, documentation, and all other pertinent written information prior to the hearing. Within two (2) working days after the hearing, the hearing officer shall issue a determination. The CITY or the employee may appeal said decision to the Mayor. The appeal must be submitted in writing to the Mayor within five (5) working days after the hearing officer's decision. The decision of the Mayor shall be final and binding.

6. Upon mutual written agreement of the parties, the time limitations may be waived. The procedure described herein shall affect only promotions and shall not alter or change the provisions of the grievance procedure under Article XXVII.

7. This process is exclusive for grievances involving a job bid and shall not be subject to review by the Labor Management Committee.

ARTICLE XXVIII—PERSONNEL FILES

For the duration of this MEMORANDUM, all personnel files shall be handled as per the CITY's Procedure titled "Personnel Records." Written disciplinary actions shall be received by CITY's Division of Human Resource Management within 30 days of the issuance date. These documents shall be date stamped at the time they are received by the Division of Human Resource Management and maintained in a secure, centralized location. CITY agrees to notify all employees no less than annually of their right to request a review of their files for purging purposes in accordance with the CITY's "Personnel Records" Procedure.

ARTICLE XXIX—LIMITATION ON PROVISIONS

The provisions hereof shall be subject to the limitations, terms, and conditions of the CITY'S Collective Bargaining Resolution.

ARTICLE XXX—STRIKES AND WORK STOPPAGES

Continuous and uninterrupted service by the CITY and its employees to the citizens, and orderly collective bargaining relations between the CITY and its employees being essential considerations of this MEMORANDUM, the UNION agrees that none of the following acts shall be engaged in or in any way approved of or encouraged by the UNION:

1. A concerted absence, in whole or in part, by any group of employees from the full, faithful and proper performance of their duties of employment for the purposes of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment, including sick calls, sick outs, slow downs, or any other concerted interference with services provided by the CITY, or

2. The collective concerted withholding of services or the performance of assigned duties by any person pending the signing of a contract, including those persons who are customarily employed on a yearly contract basis

In the event of a violation of this Article by employees, the CITY may, in addition to other remedies, discipline such employees to include loss of seniority and discharge.

Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work as specified herein or otherwise.

ARTICLE XXXI—PERSONNEL POLICIES AND PROCEDURES

The CITY agrees to make available to the UNION copies of all personnel policies and procedural directives, along with any changes in such personnel policies and procedures.

In an effort to encourage trust and communication, the City agrees to give the union business manager thirty (30) calendar days notice prior to the implementation of any changes in the City's Human Resources policies and procedures. The purpose of the notice is to solicit input from the Union regarding the written policy or procedure change. The provision shall not be construed to limit or discourage efforts of either the City or the Union to discuss additional matters of mutual concern.

The CITY agrees to provide employees with one additional copy of written disciplinary actions which the employee may elect to give to a UNION representative, and shall advise the employee of such.

The CITY's Division of Human Resource Management shall provide the UNION's Business Agent with semiannual reports of employer disciplinary actions, provided however that names and other individually identifiable information is deleted.

ARTICLE XXXII—WAIVER CLAUSE

Except as provided for in Article XXXIII, Term of Agreement, hereof, the CITY and the UNION expressly waive and relinquish the right and each agrees that the other shall not be obligated during the term of this MEMORANDUM to bargain collectively with respect to any subject or matter whether referred to or covered with the MEMORANDUM, even though each subject or matter may not have been within knowledge or contemplation of either or both the CITY and the UNION at the time they negotiated or executed this MEMORANDUM or even though such subjects or matters were proposed and later withdrawn.

In the event laws are passed by the State or Nation which conflict with the provisions of this MEMORANDUM relating to hours or wages, or other conditions of employment, the provisions of this MEMORANDUM which are in conflict therewith may be reopened for negotiations without affecting the remaining portions of this MEMORANDUM.

ARTICLE XXXIII—TERM OF AGREEMENT

This MEMORANDUM shall remain in effect from July 1, 20053, through June 30, 20085, with the following exceptions:

A. It is understood by the parties hereto that certain provisions of this MEMORANDUM cannot be implemented by the CITY except upon public notice and hearing and compliance with various statutory and legal requirements.

B. This MEMORANDUM supersedes the Memorandum of Understanding between the parties effective July 1, 20032.

C. Both parties agree that this MEMORANDUM is contingent upon availability of funds and approval by the City Council in accordance with paragraph 9, subparagraph (c) of the Third Amended Labor Bargaining Resolution, Salt Lake City, Utah, April 10, 1984.

~~It is understood by the CITY and the UNION that if the City Council, in its adoption of the CITY's final budget for fiscal year 2004-05, does not appropriate monies to fund all wages and merit increases for either of those fiscal years, this MEMORANDUM shall be reopened within ten (10) days after adoption of the fiscal year final budget. In any reopener, the parties' negotiations shall be limited to wages.~~

~~C. The CITY and the UNION mutually agree to a limited reopener of this MEMORANDUM for fiscal year 2006-07 and fiscal year 2007-08. Such reopener shall be limited to the negotiation of the wage schedule exclusively 2004-05 if the following condition is met:~~

~~C. The year-end percent change of the national Consumer Price Index for All Urban Consumers (CPI-U) as reported by the U.S. Department of Labor, Bureau of Labor Statistics meets or exceeds 4.5 percent for the time period of January 1, 2003, through December 31, 2003 (Dec.-Dec.). This reopener will be exclusively limited to the negotiation of base pay for fiscal year 2004-05 of this MEMORANDUM. It is understood by both the CITY and the UNION that the 4.5 percent number cited in this paragraph is used as a triggering mechanism only and not a goal should negotiations take place.~~

D. The UNION represents that it has not: (1) provided an illegal gift or payoff to an CITY officer or employee or former CITY officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this MEMORANDUM upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the CITY's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influences, and hereby promises that it will not knowingly influence, a CITY officer or employee or former CITY officer or employee to breach any of the ethical standards set forth in the CITY's conflict of interest ordinance, Chapter 2.44, SALT LAKE CITY CODE.

IN WITNESS WHEREOF, the parties hereto have fixed their hands and seals the day and year first above written.

SALT LAKE CITY CORPORATION

By: _____

ROSS C. ANDERSON
Mayor

ATTEST:

CHIEF DEPUTY CITY RECORDER

LOCAL 1004 OF THE AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

By: _____
PATTY RICH
Executive Director

MEMBER AFSCME NEGOTIATION
COMMITTEE

(Signature)

(Print Name)

MEMBER AFSCME NEGOTIATION
COMMITTEE

(Signature)

(Print Name)

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

| On the 30th-day of June 20053, personally appeared before me PATTY RICH, who being by me duly sworn, did say that she is the Executive Director of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES Local 1004 and _____ and _____, who being duly sworn, did say that they are the members of the board of such UNION, that both such persons executed the foregoing instrument on behalf of said UNION by authority of the Board of Directors of the UNION and that said instrument has been duly ratified and approved by the membership of said UNION and that their execution hereof constitutes as valid and binding acting on behalf of said UNION and its membership.

NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

APPENDIX A—200 SERIES HOURLY PAY SCHEDULE

Effective June 22, 2003, through June 19, 2004

Step/ Grade	A	B	C	D	E	F	G	H	I	J
201	\$6.82	\$7.05	\$7.28	\$7.55	\$7.80	\$8.09	\$8.38	\$8.66	\$9.00	\$9.32
202	\$7.03	\$7.29	\$7.52	\$7.78	\$8.06	\$8.34	\$8.65	\$8.95	\$9.27	\$9.60
203	\$7.24	\$7.51	\$7.77	\$8.05	\$8.32	\$8.62	\$8.95	\$9.25	\$9.59	\$9.93
204	\$7.49	\$7.74	\$8.01	\$8.30	\$8.61	\$8.90	\$9.21	\$9.56	\$9.91	\$10.27
205	\$7.73	\$8.00	\$8.28	\$8.58	\$8.88	\$9.20	\$9.54	\$9.89	\$10.26	\$10.64
206	\$7.97	\$8.26	\$8.55	\$8.86	\$9.17	\$9.51	\$9.87	\$10.21	\$10.59	\$10.99
207	\$8.24	\$8.54	\$8.84	\$9.15	\$9.49	\$9.83	\$10.19	\$10.58	\$10.97	\$11.36
208	\$8.51	\$8.82	\$9.12	\$9.45	\$9.81	\$10.15	\$10.53	\$10.92	\$11.32	\$11.74
209	\$8.78	\$9.10	\$9.43	\$9.75	\$10.13	\$10.49	\$10.87	\$11.30	\$11.70	\$12.14
210	\$9.06	\$9.40	\$9.74	\$10.09	\$10.47	\$10.85	\$11.24	\$11.69	\$12.12	\$12.57
211	\$9.36	\$9.70	\$10.06	\$10.43	\$10.81	\$11.20	\$11.62	\$12.07	\$12.51	\$12.79
212	\$9.68	\$10.04	\$10.41	\$10.79	\$11.20	\$11.60	\$12.04	\$12.49	\$12.96	\$13.44
213	\$10.01	\$10.37	\$10.74	\$11.15	\$11.57	\$12.00	\$12.44	\$12.93	\$13.40	\$13.93
214	\$10.35	\$10.73	\$11.14	\$11.57	\$12.01	\$12.46	\$12.95	\$13.44	\$13.98	\$14.53
215	\$10.69	\$11.09	\$11.52	\$11.95	\$12.41	\$12.89	\$13.39	\$13.92	\$14.47	\$15.02
216	\$11.06	\$11.49	\$11.92	\$12.39	\$12.85	\$13.37	\$13.88	\$14.43	\$14.98	\$15.58
217	\$11.44	\$11.88	\$12.33	\$12.82	\$13.32	\$13.81	\$14.36	\$14.91	\$15.52	\$16.13
218	\$11.83	\$12.28	\$12.77	\$13.25	\$13.77	\$14.31	\$14.86	\$15.45	\$16.07	\$16.69
219	\$12.24	\$12.71	\$13.20	\$13.72	\$14.25	\$14.81	\$15.39	\$15.99	\$16.62	\$17.27
220	\$12.66	\$13.16	\$13.66	\$14.21	\$14.76	\$15.34	\$15.94	\$16.57	\$17.23	\$17.92
221	\$13.10	\$13.66	\$14.22	\$14.81	\$15.44	\$16.11	\$16.78	\$17.51	\$18.25	\$19.04
222	\$13.55	\$14.11	\$14.71	\$15.34	\$15.98	\$16.67	\$17.39	\$18.11	\$18.90	\$19.71
223	\$14.03	\$14.62	\$15.25	\$15.89	\$16.57	\$17.27	\$18.01	\$18.78	\$19.59	\$20.44
224	\$14.52	\$15.14	\$15.78	\$16.45	\$17.15	\$17.87	\$18.65	\$19.47	\$20.30	\$21.18
225	\$15.04	\$15.68	\$16.34	\$17.04	\$17.77	\$18.53	\$19.32	\$20.16	\$21.03	\$21.94

**APPENDIX A-1—200 SERIES APPROXIMATE MONTHLY
EQUIVALENT PAY SCHEDULE**

Effective June 22, 2003, through June 19, 2004

Step/ Grade	A	B	C	D	E	F	G	H	I	J
201	\$1,182	\$1,222	\$1,263	\$1,308	\$1,352	\$1,402	\$1,453	\$1,501	\$1,560	\$1,615
202	\$1,219	\$1,264	\$1,303	\$1,349	\$1,397	\$1,446	\$1,499	\$1,551	\$1,607	\$1,664
203	\$1,255	\$1,301	\$1,347	\$1,395	\$1,442	\$1,494	\$1,551	\$1,604	\$1,662	\$1,721
204	\$1,297	\$1,341	\$1,389	\$1,439	\$1,492	\$1,543	\$1,596	\$1,657	\$1,718	\$1,780
205	\$1,340	\$1,387	\$1,435	\$1,486	\$1,540	\$1,595	\$1,653	\$1,714	\$1,778	\$1,844
206	\$1,382	\$1,431	\$1,483	\$1,536	\$1,589	\$1,648	\$1,710	\$1,769	\$1,835	\$1,905
207	\$1,428	\$1,481	\$1,532	\$1,585	\$1,644	\$1,705	\$1,767	\$1,833	\$1,901	\$1,969
208	\$1,475	\$1,529	\$1,580	\$1,639	\$1,701	\$1,760	\$1,826	\$1,894	\$1,962	\$2,035
209	\$1,521	\$1,578	\$1,635	\$1,690	\$1,756	\$1,818	\$1,884	\$1,958	\$2,028	\$2,105
210	\$1,571	\$1,629	\$1,688	\$1,749	\$1,815	\$1,881	\$1,949	\$2,026	\$2,101	\$2,178
211	\$1,622	\$1,681	\$1,743	\$1,807	\$1,873	\$1,941	\$2,015	\$2,092	\$2,169	\$2,216
212	\$1,677	\$1,740	\$1,804	\$1,870	\$1,941	\$2,011	\$2,086	\$2,165	\$2,246	\$2,330
213	\$1,736	\$1,798	\$1,862	\$1,932	\$2,006	\$2,081	\$2,156	\$2,240	\$2,323	\$2,415
214	\$1,795	\$1,861	\$1,930	\$2,006	\$2,083	\$2,160	\$2,244	\$2,330	\$2,424	\$2,519
215	\$1,853	\$1,923	\$1,996	\$2,072	\$2,150	\$2,235	\$2,321	\$2,413	\$2,508	\$2,604
216	\$1,917	\$1,991	\$2,066	\$2,147	\$2,228	\$2,317	\$2,405	\$2,501	\$2,596	\$2,701
217	\$1,984	\$2,059	\$2,138	\$2,222	\$2,308	\$2,394	\$2,490	\$2,585	\$2,690	\$2,796
218	\$2,051	\$2,128	\$2,213	\$2,297	\$2,387	\$2,481	\$2,576	\$2,679	\$2,785	\$2,893
219	\$2,121	\$2,204	\$2,288	\$2,378	\$2,470	\$2,567	\$2,668	\$2,772	\$2,881	\$2,994
220	\$2,194	\$2,281	\$2,367	\$2,462	\$2,558	\$2,659	\$2,763	\$2,871	\$2,987	\$3,106
221	\$2,272	\$2,367	\$2,464	\$2,567	\$2,677	\$2,793	\$2,908	\$3,035	\$3,163	\$3,301
222	\$2,349	\$2,446	\$2,550	\$2,659	\$2,770	\$2,890	\$3,014	\$3,139	\$3,277	\$3,416
223	\$2,431	\$2,534	\$2,644	\$2,754	\$2,871	\$2,994	\$3,121	\$3,255	\$3,396	\$3,543
224	\$2,517	\$2,624	\$2,736	\$2,851	\$2,972	\$3,097	\$3,233	\$3,374	\$3,519	\$3,671
225	\$2,607	\$2,717	\$2,833	\$2,954	\$3,081	\$3,213	\$3,348	\$3,495	\$3,646	\$3,803

APPENDIX A-2—100 SERIES PAY SCHEDULE

Effective June 22, 2003, through June 19, 2004

Step/ Grade	A		B		C		D		E	
	Approximate Hourly	Approximate Monthly Equivalent	Approximate Hourly	Approximate Monthly Equivalent	Approximate Hourly	Approximate Monthly Equivalent	Approximate Hourly	Approximate Monthly Equivalent	Approximate Hourly	Approximate Monthly Equivalent
101	\$8.86	\$1,536	\$9.27	\$1,607	\$9.70	\$1,681	\$10.10	\$1,751	\$10.60	\$1,837
102	\$9.10	\$1,578	\$9.55	\$1,655	\$9.98	\$1,730	\$10.41	\$1,804	\$10.90	\$1,890
103	\$9.36	\$1,622	\$9.81	\$1,701	\$10.49	\$1,818	\$10.69	\$1,853	\$11.20	\$1,941
104	\$9.63	\$1,670	\$10.09	\$1,749	\$10.54	\$1,828	\$11.01	\$1,908	\$11.54	\$2,000
105	\$9.90	\$1,716	\$10.37	\$1,798	\$10.85	\$1,881	\$11.31	\$1,960	\$11.86	\$2,055
106	\$10.16	\$1,762	\$10.68	\$1,851	\$11.16	\$1,934	\$11.62	\$2,015	\$12.19	\$2,114
107	\$10.44	\$1,809	\$10.94	\$1,895	\$11.45	\$1,985	\$11.93	\$2,068	\$12.52	\$2,171
108	\$10.77	\$1,866	\$11.30	\$1,958	\$11.80	\$2,046	\$12.33	\$2,138	\$12.94	\$2,242
109	\$11.07	\$1,919	\$11.61	\$2,013	\$12.16	\$2,108	\$12.68	\$2,198	\$13.32	\$2,308
110	\$11.39	\$1,974	\$11.95	\$2,072	\$12.53	\$2,172	\$13.07	\$2,266	\$13.72	\$2,378
111	\$11.74	\$2,035	\$12.30	\$2,132	\$12.89	\$2,235	\$13.44	\$2,330	\$14.10	\$2,444
112	\$12.07	\$2,092	\$12.66	\$2,194	\$13.26	\$2,299	\$13.84	\$2,398	\$14.54	\$2,521
113	\$12.40	\$2,149	\$13.02	\$2,257	\$13.66	\$2,367	\$14.25	\$2,470	\$14.95	\$2,591
114	\$12.79	\$2,216	\$13.42	\$2,327	\$14.05	\$2,435	\$14.67	\$2,543	\$15.41	\$2,671
115	\$13.15	\$2,279	\$13.81	\$2,394	\$14.47	\$2,508	\$15.09	\$2,616	\$15.87	\$2,750
116	\$13.54	\$2,347	\$14.23	\$2,466	\$14.90	\$2,583	\$15.56	\$2,697	\$16.34	\$2,833
117	\$13.94	\$2,416	\$14.64	\$2,538	\$15.35	\$2,660	\$16.02	\$2,776	\$16.84	\$2,919
118	\$14.35	\$2,488	\$15.08	\$2,615	\$15.80	\$2,739	\$16.50	\$2,860	\$17.35	\$3,007
119	\$14.80	\$2,565	\$15.54	\$2,693	\$16.29	\$2,824	\$17.02	\$2,950	\$17.89	\$3,101
120	\$15.22	\$2,638	\$15.99	\$2,772	\$16.77	\$2,906	\$17.51	\$3,035	\$18.40	\$3,189
121	\$15.64	\$2,712	\$16.45	\$2,851	\$17.27	\$2,994	\$18.04	\$3,126	\$18.96	\$3,286
122	\$16.13	\$2,796	\$16.96	\$2,939	\$17.77	\$3,081	\$18.57	\$3,218	\$19.53	\$3,385
123	\$16.62	\$2,881	\$17.45	\$3,025	\$18.32	\$3,176	\$19.15	\$3,319	\$20.13	\$3,490
124	\$17.11	\$2,965	\$17.99	\$3,119	\$18.87	\$3,271	\$19.71	\$3,416	\$20.72	\$3,592
125	\$17.63	\$3,057	\$18.54	\$3,214	\$19.45	\$3,372	\$20.32	\$3,523	\$21.38	\$3,706

Advancement from step A to Step B and Step B to Step C is scheduled to occur at 6-month intervals.

Advancement from Step C to Step D and Step D to Step E is scheduled to occur at 12-month intervals.

APPENDIX BA—200 SERIES HOURLY PAY SCHEDULE

Effective ~~June 20~~July 1, 2004~~2005~~, through ~~June 30, 2005~~2006

Step/ Grade	A	B	C	D	E	F	G	H	I	J
201	\$7.07\$6 .99	\$7.31\$7 .23	\$7.56\$7 .47	\$7.83\$7 .74	\$8.10\$8 .00	\$8.39\$8 .29	\$8.71\$8 .60	\$8.99\$8 .88	\$9.34\$9 .22	\$9.68\$9 .55
202	\$7.29\$7 .21	\$7.57\$7 .48	\$7.80\$7 .71	\$8.08\$7 .98	\$8.36\$8 .26	\$8.66\$8 .55	\$8.98\$8 .87	\$9.29\$9 .17	\$9.64\$9 .51	\$9.97\$9 .84
203	\$7.50\$7 .42	\$7.79\$7 .70	\$8.07\$7 .97	\$8.35\$8 .25	\$8.64\$8 .53	\$8.94\$8 .83	\$9.29\$9 .17	\$9.62\$9 .49	\$9.96\$9 .83	\$10.32\$ 10.18
204	\$7.76\$7 .67	\$8.02\$7 .93	\$8.32\$8 .22	\$8.62\$8 .51	\$8.93\$8 .82	\$9.25\$9 .13	\$9.57\$9 .44	\$9.93\$9 .80	\$10.30\$ 10.16	\$10.68\$ 10.53
205	\$8.01\$7 .92	\$8.31\$8 .21	\$8.60\$8 .49	\$8.90\$8 .79	\$9.23\$9 .11	\$9.55\$9 .43	\$9.91\$9 .78	\$10.28\$ 10.14	\$10.67\$ 10.52	\$11.06\$ 10.91
206	\$8.27\$8 .17	\$8.58\$8 .47	\$8.88\$8 .77	\$9.20\$9 .08	\$9.52\$9 .40	\$9.88\$9 .75	\$10.25\$ 10.11	\$10.61\$ 10.46	\$11.00\$ 10.85	\$11.42\$ 11.26
207	\$8.55\$8 .44	\$8.87\$8 .76	\$9.18\$9 .06	\$9.50\$9 .38	\$9.85\$9 .72	\$10.22\$ 10.08	\$10.60\$ 10.45	\$10.99\$ 10.84	\$11.40\$ 11.24	\$11.81\$ 11.64
208	\$8.84\$8 .73	\$9.16\$9 .04	\$9.46\$9 .34	\$9.82\$9 .69	\$10.20\$ 10.06	\$10.55\$ 10.41	\$10.95\$ 10.80	\$11.36\$ 11.20	\$11.77\$ 11.60	\$12.21\$ 12.03
209	\$9.12\$9 .00	\$9.45\$9 .33	\$9.80\$9 .67	\$10.14\$ 10.00	\$10.53\$ 10.39	\$10.90\$ 10.75	\$11.30\$ 11.14	\$11.75\$ 11.58	\$12.17\$ 11.99	\$12.64\$ 12.45
210	\$9.41\$9 .29	\$9.77\$9 .64	\$10.12\$ 9.98	\$10.48\$ 10.34	\$10.88\$ 10.73	\$11.28\$ 11.12	\$11.69\$ 11.52	\$12.16\$ 11.98	\$12.61\$ 12.43	\$13.07\$ 12.88
211	\$9.72\$9 .59	\$10.08\$ 9.94	\$10.45\$ 10.31	\$10.84\$ 10.69	\$11.24\$ 11.08	\$11.65\$ 11.48	\$12.09\$ 11.92	\$12.55\$ 12.37	\$13.02\$ 12.83	\$13.31\$ 13.11
212	\$10.05\$ 9.92	\$10.43\$ 10.29	\$10.82\$ 10.67	\$11.22\$ 11.06	\$11.65\$ 11.48	\$12.06\$ 11.89	\$12.52\$ 12.34	\$12.99\$ 12.80	\$13.48\$ 13.28	\$13.99\$ 13.78
213	\$10.41\$ 10.27	\$10.79\$ 10.64	\$11.17\$ 11.01	\$11.59\$ 11.43	\$12.03\$ 11.86	\$12.49\$ 12.31	\$12.94\$ 12.75	\$13.45\$ 13.25	\$13.95\$ 13.74	\$14.50\$ 14.28
214	\$10.76\$ 10.61	\$11.16\$ 11.00	\$11.58\$ 11.42	\$12.03\$ 11.86	\$12.50\$ 12.32	\$12.96\$ 12.77	\$13.47\$ 13.27	\$13.99\$ 13.78	\$14.55\$ 14.33	\$15.13\$ 14.90
215	\$11.12\$ 10.96	\$11.53\$ 11.37	\$11.98\$ 11.81	\$12.43\$ 12.25	\$12.91\$ 12.72	\$13.42\$ 13.22	\$13.94\$ 13.73	\$14.49\$ 14.27	\$15.06\$ 14.83	\$15.64\$ 15.40
216	\$11.50\$ 11.34	\$11.94\$ 11.77	\$12.40\$ 12.22	\$12.89\$ 12.70	\$13.37\$ 13.17	\$13.92\$ 13.71	\$14.45\$ 14.23	\$15.02\$ 14.79	\$15.59\$ 15.35	\$16.23\$ 15.97
217	\$11.90\$ 11.73	\$12.36\$ 12.18	\$12.83\$ 12.64	\$13.34\$ 13.14	\$13.86\$ 13.65	\$14.38\$ 14.16	\$14.95\$ 14.72	\$15.53\$ 15.29	\$16.16\$ 15.91	\$16.81\$ 16.54
218	\$12.31\$ 12.13	\$12.78\$ 12.59	\$13.29\$ 13.09	\$13.80\$ 13.59	\$14.34\$ 14.12	\$14.90\$ 14.67	\$15.47\$ 15.23	\$16.09\$ 15.84	\$16.74\$ 16.47	\$17.39\$ 17.11
219	\$12.73\$ 12.54	\$13.23\$ 13.03	\$13.74\$ 13.53	\$14.28\$ 14.06	\$14.84\$ 14.61	\$15.42\$ 15.18	\$16.03\$ 15.78	\$16.66\$ 16.40	\$17.32\$ 17.04	\$18.00\$ 17.71
220	\$13.18\$ 12.98	\$13.70\$ 13.49	\$14.22\$ 14.00	\$14.79\$ 14.56	\$15.37\$ 15.13	\$15.97\$ 15.72	\$16.60\$ 16.34	\$17.26\$ 16.98	\$17.95\$ 17.66	\$18.67\$ 18.37

221	<u>\$13.63\$</u> 13.43	<u>\$14.22\$</u> 14.00	<u>\$14.80\$</u> 14.57	<u>\$15.42\$</u> 15.18	<u>\$16.08\$</u> 15.83	<u>\$16.78\$</u> 16.51	<u>\$17.48\$</u> 17.20	<u>\$18.25\$</u> 17.95	<u>\$19.02\$</u> 18.71	<u>\$19.85\$</u> 19.52
222	<u>\$14.10\$</u> 13.89	<u>\$14.69\$</u> 14.46	<u>\$15.32\$</u> 15.08	<u>\$15.97\$</u> 15.72	<u>\$16.64\$</u> 16.38	<u>\$17.37\$</u> 17.09	<u>\$18.12\$</u> 17.83	<u>\$18.87\$</u> 18.56	<u>\$19.70\$</u> 19.38	<u>\$20.54\$</u> 20.20
223	<u>\$14.60\$</u> 14.38	<u>\$15.23\$</u> 14.99	<u>\$15.89\$</u> 15.64	<u>\$16.55\$</u> 16.29	<u>\$17.26\$</u> 16.98	<u>\$18.00\$</u> 17.71	<u>\$18.77\$</u> 18.46	<u>\$19.57\$</u> 19.25	<u>\$20.42\$</u> 20.08	<u>\$21.31\$</u> 20.95
224	<u>\$15.12\$</u> 14.89	<u>\$15.77\$</u> 15.52	<u>\$16.44\$</u> 16.18	<u>\$17.13\$</u> 16.86	<u>\$17.87\$</u> 17.58	<u>\$18.62\$</u> 18.32	<u>\$19.44\$</u> 19.12	<u>\$20.29\$</u> 19.95	<u>\$21.16\$</u> 20.81	<u>\$22.08\$</u> 21.71
225	<u>\$15.66\$</u> 15.42	<u>\$16.33\$</u> 16.07	<u>\$17.02\$</u> 16.75	<u>\$17.76\$</u> 17.47	<u>\$18.52\$</u> 18.22	<u>\$19.32\$</u> 19.00	<u>\$20.13\$</u> 19.80	<u>\$21.02\$</u> 20.67	<u>\$21.93\$</u> 21.56	<u>\$22.88\$</u> 22.49

**APPENDIX B-1A-1—200 SERIES APPROXIMATE
MONTHLY EQUIVALENT PAY SCHEDULE**

Effective June 20, 2004 July 1, 2005, through June 30, 2005 2006

Step/ Grade	A	B	C	D	E	F	G	H	I	J
201	\$1,225\$ 1,212	\$1,267\$ 1,253	\$1,310\$ 1,294	\$1,357\$ 1,341	\$1,404\$ 1,387	\$1,454\$ 1,437	\$1,510\$ 1,490	\$1,558\$ 1,539	\$1,619\$ 1,599	\$1,678\$ 1,655
202	\$1,264\$ 1,249	\$1,312\$ 1,296	\$1,352\$ 1,336	\$1,401\$ 1,383	\$1,449\$ 1,432	\$1,501\$ 1,482	\$1,557\$ 1,537	\$1,610\$ 1,590	\$1,671\$ 1,648	\$1,728\$ 1,706
203	\$1,300\$ 1,287	\$1,350\$ 1,334	\$1,399\$ 1,381	\$1,447\$ 1,430	\$1,498\$ 1,479	\$1,550\$ 1,531	\$1,610\$ 1,590	\$1,667\$ 1,644	\$1,726\$ 1,704	\$1,789\$ 1,764
204	\$1,345\$ 1,330	\$1,390\$ 1,375	\$1,442\$ 1,424	\$1,494\$ 1,475	\$1,548\$ 1,529	\$1,603\$ 1,582	\$1,659\$ 1,637	\$1,721\$ 1,699	\$1,785\$ 1,761	\$1,851\$ 1,825
205	\$1,388\$ 1,373	\$1,440\$ 1,422	\$1,491\$ 1,471	\$1,543\$ 1,524	\$1,600\$ 1,578	\$1,655\$ 1,635	\$1,718\$ 1,695	\$1,782\$ 1,757	\$1,849\$ 1,823	\$1,917\$ 1,890
206	\$1,433\$ 1,417	\$1,487\$ 1,467	\$1,539\$ 1,520	\$1,595\$ 1,575	\$1,650\$ 1,629	\$1,713\$ 1,689	\$1,777\$ 1,753	\$1,839\$ 1,813	\$1,907\$ 1,881	\$1,979\$ 1,952
207	\$1,482\$ 1,464	\$1,537\$ 1,518	\$1,591\$ 1,571	\$1,647\$ 1,625	\$1,707\$ 1,685	\$1,771\$ 1,748	\$1,837\$ 1,811	\$1,905\$ 1,879	\$1,976\$ 1,949	\$2,047\$ 2,018
208	\$1,532\$ 1,512	\$1,588\$ 1,567	\$1,640\$ 1,620	\$1,702\$ 1,680	\$1,768\$ 1,744	\$1,829\$ 1,804	\$1,898\$ 1,872	\$1,969\$ 1,941	\$2,040\$ 2,011	\$2,116\$ 2,086
209	\$1,581\$ 1,559	\$1,638\$ 1,618	\$1,699\$ 1,676	\$1,758\$ 1,732	\$1,825\$ 1,800	\$1,889\$ 1,864	\$1,959\$ 1,932	\$2,037\$ 2,007	\$2,109\$ 2,078	\$2,191\$ 2,157
210	\$1,631\$ 1,610	\$1,693\$ 1,670	\$1,754\$ 1,731	\$1,817\$ 1,793	\$1,886\$ 1,860	\$1,955\$ 1,928	\$2,026\$ 1,998	\$2,108\$ 2,077	\$2,186\$ 2,154	\$2,265\$ 2,233
211	\$1,685\$ 1,663	\$1,747\$ 1,723	\$1,811\$ 1,787	\$1,879\$ 1,853	\$1,948\$ 1,921	\$2,019\$ 1,990	\$2,096\$ 2,065	\$2,175\$ 2,144	\$2,257\$ 2,223	\$2,307\$ 2,272
212	\$1,742\$ 1,719	\$1,808\$ 1,783	\$1,875\$ 1,849	\$1,945\$ 1,917	\$2,019\$ 1,990	\$2,090\$ 2,062	\$2,170\$ 2,139	\$2,252\$ 2,219	\$2,337\$ 2,302	\$2,425\$ 2,389
213	\$1,804\$ 1,779	\$1,870\$ 1,843	\$1,936\$ 1,909	\$2,009\$ 1,981	\$2,085\$ 2,056	\$2,165\$ 2,133	\$2,243\$ 2,210	\$2,331\$ 2,297	\$2,418\$ 2,381	\$2,513\$ 2,475
214	\$1,865\$ 1,840	\$1,934\$ 1,907	\$2,007\$ 1,979	\$2,085\$ 2,056	\$2,167\$ 2,135	\$2,246\$ 2,214	\$2,335\$ 2,300	\$2,425\$ 2,389	\$2,522\$ 2,485	\$2,623\$ 2,582
215	\$1,927\$ 1,900	\$1,999\$ 1,971	\$2,077\$ 2,046	\$2,155\$ 2,124	\$2,238\$ 2,204	\$2,326\$ 2,291	\$2,416\$ 2,379	\$2,512\$ 2,473	\$2,610\$ 2,571	\$2,711\$ 2,669
216	\$1,993\$ 1,966	\$2,070\$ 2,041	\$2,149\$ 2,118	\$2,234\$ 2,201	\$2,317\$ 2,283	\$2,413\$ 2,376	\$2,505\$ 2,466	\$2,603\$ 2,564	\$2,702\$ 2,661	\$2,813\$ 2,769
217	\$2,063\$ 2,033	\$2,142\$ 2,110	\$2,224\$ 2,191	\$2,312\$ 2,278	\$2,402\$ 2,366	\$2,493\$ 2,455	\$2,591\$ 2,552	\$2,692\$ 2,650	\$2,801\$ 2,757	\$2,914\$ 2,866
218	\$2,134\$ 2,103	\$2,215\$ 2,182	\$2,304\$ 2,268	\$2,392\$ 2,355	\$2,486\$ 2,447	\$2,583\$ 2,543	\$2,681\$ 2,641	\$2,789\$ 2,746	\$2,902\$ 2,855	\$3,014\$ 2,966
219	\$2,207\$ 2,174	\$2,293\$ 2,259	\$2,382\$ 2,345	\$2,475\$ 2,438	\$2,572\$ 2,532	\$2,673\$ 2,631	\$2,779\$ 2,735	\$2,888\$ 2,842	\$3,002\$ 2,953	\$3,120\$ 3,069
220	\$2,285\$	\$2,375\$	\$2,465\$	\$2,564\$	\$2,664\$	\$2,768\$	\$2,877\$	\$2,992\$	\$3,111\$	\$3,236\$

	<u>2,250</u>	<u>2,338</u>	<u>2,426</u>	<u>2,524</u>	<u>2,622</u>	<u>2,725</u>	<u>2,832</u>	<u>2,943</u>	<u>3,062</u>	<u>3,184</u>
221	<u>\$2,363\$</u>	<u>\$2,465\$</u>	<u>\$2,565\$</u>	<u>\$2,673\$</u>	<u>\$2,787\$</u>	<u>\$2,909\$</u>	<u>\$3,030\$</u>	<u>\$3,163\$</u>	<u>\$3,297\$</u>	<u>\$3,441\$</u>
	<u>2,329</u>	<u>2,426</u>	<u>2,526</u>	<u>2,631</u>	<u>2,744</u>	<u>2,863</u>	<u>2,981</u>	<u>3,111</u>	<u>3,242</u>	<u>3,383</u>
222	<u>\$2,444\$</u>	<u>\$2,546\$</u>	<u>\$2,655\$</u>	<u>\$2,768\$</u>	<u>\$2,884\$</u>	<u>\$3,011\$</u>	<u>\$3,141\$</u>	<u>\$3,271\$</u>	<u>\$3,415\$</u>	<u>\$3,560\$</u>
	<u>2,408</u>	<u>2,507</u>	<u>2,614</u>	<u>2,725</u>	<u>2,840</u>	<u>2,962</u>	<u>3,090</u>	<u>3,218</u>	<u>3,359</u>	<u>3,502</u>
223	<u>\$2,531\$</u>	<u>\$2,640\$</u>	<u>\$2,754\$</u>	<u>\$2,869\$</u>	<u>\$2,992\$</u>	<u>\$3,120\$</u>	<u>\$3,253\$</u>	<u>\$3,392\$</u>	<u>\$3,539\$</u>	<u>\$3,694\$</u>
	<u>2,492</u>	<u>2,597</u>	<u>2,710</u>	<u>2,823</u>	<u>2,943</u>	<u>3,069</u>	<u>3,199</u>	<u>3,336</u>	<u>3,481</u>	<u>3,632</u>
224	<u>\$2,621\$</u>	<u>\$2,733\$</u>	<u>\$2,850\$</u>	<u>\$2,969\$</u>	<u>\$3,097\$</u>	<u>\$3,227\$</u>	<u>\$3,370\$</u>	<u>\$3,517\$</u>	<u>\$3,668\$</u>	<u>\$3,827\$</u>
	<u>2,580</u>	<u>2,690</u>	<u>2,804</u>	<u>2,923</u>	<u>3,047</u>	<u>3,175</u>	<u>3,314</u>	<u>3,459</u>	<u>3,607</u>	<u>3,763</u>
225	<u>\$2,714\$</u>	<u>\$2,831\$</u>	<u>\$2,950\$</u>	<u>\$3,078\$</u>	<u>\$3,210\$</u>	<u>\$3,349\$</u>	<u>\$3,489\$</u>	<u>\$3,643\$</u>	<u>\$3,801\$</u>	<u>\$3,966\$</u>
	<u>2,673</u>	<u>2,785</u>	<u>2,904</u>	<u>3,028</u>	<u>3,158</u>	<u>3,293</u>	<u>3,432</u>	<u>3,583</u>	<u>3,737</u>	<u>3,899</u>

APPENDIX BA-2—100 SERIES PAY SCHEDULE

Effective June 20, 2004 July 1, 2005, through June 30, 2005 2006

Step/ Grade	A		B		C		D		E	
	Approximate Hourly	Approximate Monthly Equivalent	Approximate Hourly	Approximate Monthly Equivalent	Approximate Hourly	Approximate Monthly Equivalent	Approximate Hourly	Approximate Monthly Equivalent	Approximate Hourly	Approximate Monthly Equivalent
101	\$9.20 \$9.08	\$1,595\$ 1,575	\$9.64\$9 .51	\$1,671\$ 1,648	\$10.08\$ 9.94	\$1,747\$ 1,723	\$10.49\$ 10.35	\$1,818\$ 1,795	\$11.01\$ 10.86	\$1,908\$ 1,883
102	\$9.45 \$9.33	\$1,638\$ 1,618	\$9.92\$9 .79	\$1,719\$ 1,697	\$10.37\$ 10.23	\$1,797\$ 1,774	\$10.82\$ 10.67	\$1,875\$ 1,849	\$11.34\$ 11.18	\$1,966\$ 1,937
103	\$9.72 \$9.59	\$1,685\$ 1,663	\$10.20\$ 10.06	\$1,768\$ 1,744	\$10.90\$ 10.75	\$1,889\$ 1,864	\$11.12\$ 10.96	\$1,927\$ 1,900	\$11.65\$ 11.48	\$2,019\$ 1,990
104	\$10.01 \$9.88	\$1,735\$ 1,712	\$10.48\$ 10.34	\$1,817\$ 1,793	\$10.96\$ 10.81	\$1,900\$ 1,874	\$11.45\$ 11.29	\$1,985\$ 1,956	\$12.00\$ 11.83	\$2,080\$ 2,050
105	\$10.29 \$10.15	\$1,784\$ 1,759	\$10.79\$ 10.64	\$1,870\$ 1,843	\$11.28\$ 11.12	\$1,955\$ 1,928	\$11.76\$ 11.59	\$2,038\$ 2,009	\$12.33\$ 12.15	\$2,137\$ 2,107
106	\$10.56 \$10.42	\$1,830\$ 1,806	\$11.11\$ 10.95	\$1,926\$ 1,898	\$11.61\$ 11.44	\$2,012\$ 1,983	\$12.09\$ 11.92	\$2,096\$ 2,065	\$12.69\$ 12.50	\$2,200\$ 2,167
107	\$10.85 \$10.70	\$1,881\$ 1,855	\$11.37\$ 11.21	\$1,971\$ 1,943	\$11.91\$ 11.74	\$2,064\$ 2,035	\$12.41\$ 12.23	\$2,151\$ 2,120	\$13.03\$ 12.84	\$2,259\$ 2,225
108	\$11.20 \$11.04	\$1,941\$ 1,913	\$11.75\$ 11.58	\$2,037\$ 2,007	\$12.28\$ 12.10	\$2,129\$ 2,097	\$12.83\$ 12.64	\$2,224\$ 2,191	\$13.46\$ 13.26	\$2,333\$ 2,298
109	\$11.51 \$11.35	\$1,995\$ 1,968	\$12.07\$ 11.90	\$2,092\$ 2,063	\$12.66\$ 12.47	\$2,194\$ 2,161	\$13.20\$ 13.00	\$2,288\$ 2,253	\$13.86\$ 13.65	\$2,402\$ 2,366
110	\$11.85 \$11.68	\$2,054\$ 2,024	\$12.43\$ 12.25	\$2,155\$ 2,124	\$13.04\$ 12.85	\$2,260\$ 2,227	\$13.60\$ 13.40	\$2,357\$ 2,323	\$14.28\$ 14.06	\$2,475\$ 2,438
111	\$12.21 \$12.03	\$2,116\$ 2,086	\$12.80\$ 12.61	\$2,219\$ 2,186	\$13.42\$ 13.22	\$2,326\$ 2,291	\$13.99\$ 13.78	\$2,425\$ 2,389	\$14.68\$ 14.45	\$2,545\$ 2,505
112	\$12.55 \$12.37	\$2,175\$ 2,144	\$13.18\$ 12.98	\$2,285\$ 2,250	\$13.81\$ 13.60	\$2,394\$ 2,357	\$14.40\$ 14.18	\$2,496\$ 2,458	\$15.14\$ 14.91	\$2,624\$ 2,584
113	\$12.90 \$12.71	\$2,236\$ 2,203	\$13.55\$ 13.35	\$2,349\$ 2,313	\$14.22\$ 14.00	\$2,465\$ 2,426	\$14.84\$ 14.61	\$2,572\$ 2,532	\$15.56\$ 15.32	\$2,697\$ 2,656
114	\$13.31 \$13.11	\$2,307\$ 2,272	\$13.97\$ 13.76	\$2,421\$ 2,385	\$14.62\$ 14.40	\$2,534\$ 2,496	\$15.28\$ 15.04	\$2,649\$ 2,607	\$16.05\$ 15.80	\$2,782\$ 2,738
115	\$13.69 \$13.48	\$2,373\$ 2,336	\$14.38\$ 14.16	\$2,493\$ 2,455	\$15.06\$ 14.83	\$2,610\$ 2,571	\$15.72\$ 15.47	\$2,725\$ 2,682	\$16.53\$ 16.27	\$2,865\$ 2,819
116	\$14.09 \$13.88	\$2,442\$ 2,406	\$14.81\$ 14.58	\$2,567\$ 2,528	\$15.52\$ 15.28	\$2,690\$ 2,648	\$16.21\$ 15.95	\$2,810\$ 2,765	\$17.02\$ 16.75	\$2,950\$ 2,904
117	\$14.51 \$14.29	\$2,515\$ 2,477	\$15.25\$ 15.01	\$2,643\$ 2,601	\$15.98\$ 15.73	\$2,770\$ 2,727	\$16.68\$ 16.42	\$2,891\$ 2,846	\$17.54\$ 17.26	\$3,040\$ 2,992
118	\$14.94	\$2,590\$	\$15.71\$	\$2,723\$	\$16.46\$	\$2,853\$	\$17.19\$	\$2,980\$	\$18.07\$	\$3,132\$

	\$14.71	2,550	15.46	2,680	16.20	2,808	16.92	2,932	17.78	3,083
119	\$15.41	\$2,671\$	\$16.18\$	\$2,805\$	\$16.97\$	\$2,941\$	\$17.74\$	\$3,075\$	\$18.64\$	\$3,231\$
	\$15.17	2,629	15.93	2,761	16.70	2,895	17.45	3,024	18.34	3,178
120	\$15.85	\$2,747\$	\$16.66\$	\$2,888\$	\$17.47\$	\$3,028\$	\$18.25\$	\$3,163\$	\$19.17\$	\$3,323\$
	\$15.60	2,705	16.40	2,842	17.19	2,979	17.95	3,111	18.86	3,269
121	\$16.30	\$2,825\$	\$17.13\$	\$2,969\$	\$18.00\$	\$3,120\$	\$18.80\$	\$3,259\$	\$19.75\$	\$3,423\$
	\$16.04	2,780	16.86	2,923	17.71	3,069	18.49	3,205	19.43	3,368
122	\$16.81	\$2,914\$	\$17.66\$	\$3,061\$	\$18.52\$	\$3,210\$	\$19.35\$	\$3,354\$	\$20.36\$	\$3,529\$
	\$16.54	2,866	17.38	3,013	18.22	3,158	19.03	3,299	20.02	3,470
123	\$17.32	\$3,002\$	\$18.18\$	\$3,151\$	\$19.09\$	\$3,309\$	\$19.96\$	\$3,460\$	\$20.99\$	\$3,638\$
	\$17.04	2,953	17.89	3,101	18.78	3,256	19.63	3,402	20.64	3,577
124	\$17.82	\$3,089\$	\$18.76\$	\$3,252\$	\$19.67\$	\$3,409\$	\$20.54\$	\$3,560\$	\$21.60\$	\$3,744\$
	\$17.53	3,039	18.45	3,197	19.35	3,353	20.20	3,502	21.24	3,682
125	\$18.38	\$3,186\$	\$19.33\$	\$3,351\$	\$20.28\$	\$3,515\$	\$21.18\$	\$3,671\$	\$22.29\$	\$3,864\$
	\$18.08	3,133	19.01	3,295	19.94	3,457	20.83	3,611	21.92	3,799

Advancement from Step A to Step B and Step B to Step C is scheduled to occur at 6-month intervals.

Advancement from Step C to Step D and Step D to Step E is scheduled to occur at 12-month intervals.

**APPENDIX C—FAMILY AND MEDICAL LEAVE ACT
POLICY 3.01.07**

Note: The following City policy was in effect on the date of this plan's adoption. It is included here for information of employees. The City's FMLA policy may change during the term of this plan. Also, portions of the policy may be determined invalid by the courts. The City and its employees will comply with the Family Medical Leave Act, as defined in applicable law or regulation, and as interpreted by the courts. The inclusion of the City's policy in this plan is not intended to and does not create substantive rights for employees.

**SALT LAKE CITY POLICY MANUAL
FAMILY AND MEDICAL LEAVE ACT POLICY 3.01.07**

GENERAL PURPOSE: To explain the circumstances under which eligible employees may take up to 12 weeks of unpaid, job-protected leave per 12 month period for certain family and medical reasons.

- I. THE FAMILY AND MEDICAL LEAVE ACT ("FMLA") IS A FEDERAL LAW
 - A. Entitles eligible employees to job protected, unpaid leave for up to 12 weeks per qualifying 12 month period for certain qualifying events and health conditions
 - B. Provides for continuation of group health plan benefits during FMLA leave
 - C. Restores the employee to the same or an equivalent job upon return to work
 - D. Protects the employee from discrimination as a result of taking FMLA leave
- II. QUALIFYING EVENTS FOR WHICH FMLA CAN BE TAKEN
 - A. The birth or adoption of a child;
 - B. Placement of a foster child in the employee's home;
 - C. A serious health condition of the employee; or
 - D. The care for a spouse, child, or parent with a serious health condition.
- III. FMLA LEAVE WHEN HUSBAND AND WIFE BOTH WORK FOR THE CITY
 - A. A husband and wife who are eligible for FMLA leave and are both employed by the City are limited to a combined total of 12 weeks of leave during the 12 month period if the leave is taken:
 - 1. for the birth of a child or to care for the child after the birth;
 - 2. for the placement of a child with the employee for adoption or foster care, or to care for the child after placement; or
 - 3. to care for the employee's parent with a serious health condition.
 - B. Where the husband and wife both use a portion of the total 12 week FMLA leave entitlement for one of the purposes set forth in IIIA, above, the husband and wife each are entitled to the difference between the amount he/she has taken individually and 12 weeks for FMLA leave for a qualifying event other than those identified in IIIA.
- IV. EMPLOYEE ELIGIBILITY

To be eligible for FMLA leave, the employee must be:

 - A. employed by the City for at least 12 months and
 - B. employed by the City for a minimum of 1250 compensable work hours as determined under the Fair Labor Standards Act during the 12 month period immediately preceding the commencement of the leave.

V. 12 MONTH PERIOD DURING WHICH FMLA LEAVE CAN BE TAKEN

The 12 month period during which the 12 weeks of FMLA leave can be taken is measured forward from the date the employee's first FMLA leave begins.

VI. EMPLOYEE RESPONSIBILITIES

An employee will:

- A. Provide notice to his/her supervisor of the need for leave:
 - 1. for leave that is foreseeable – at least 30 days in advance;
 - 2. for leave that is unforeseeable – as soon as is practicable.
- B. Advise his/her supervisor if the leave is to be taken intermittently or on a reduced leave schedule basis.
- C. Provide medical certification for leave taken as a result of a serious health condition of the employee or of a serious health condition of the employee's spouse, parent, or child, if requested by the City's designee.
 - 1. Failure by the employee to comply with the certification requirements may result in a delay in the start of FMLA leave, a delay in the restoration of the employee to his/her position, or unprotected leave status.
- D. Comply with arrangements to pay the employee-paid portion of the group health plan benefit premiums (See Section XI).
- E. Periodically advise his/her supervisor, at least every 30 days, of his/her condition, or the condition of his/her spouse, child or parent, and the intent to return to work at the conclusion of leave.
- F. Notify his/her supervisor of any changes in the circumstances for which leave is being taken.
- G. Provide his/her supervisor with a fitness for duty certification if required by his/her supervisor, timekeeper, or HR consultant upon the employee's return to work following the employee's serious health condition.

VII. THE CITY'S RESPONSIBILITIES

As the employer, the City, through its designees, will:

- A. Maintain coverage of group health plan benefits at the level and under the conditions coverage would have been provided if the employee had continued in employment without utilizing FMLA leave.
- B. Determine and notify the employee whether the leave will be counted against the employee's FMLA leave entitlement.
- C. Provide the requirements for furnishing medical certification for a serious health condition of the employee or for the serious health condition of a parent, child, or spouse of the employee and the consequences for failing to do so;
- D. Notify the employee of the requirement to substitute paid leave for the FMLA leave.
- E. Notify the employee of the requirements for making the employee-paid portion of group health plan benefit premium payments and the consequences for failing to make timely payments.
- F. Notify the employee of the requirements to submit a fitness for duty certificate to be restored to employment.
- G. Notify the employee of his/her status as a "key employee," if applicable (See, XIID).
- H. Notify the employee of his/her right to return to his/her position or an equivalent position when leave is completed.

- I. Notify the employee of his/her potential liability to reimburse the City for the employer-paid group health plan benefit premium payments made while the employee is on unpaid FMLA leave, if the employee fails to return to work after the FMLA leave.

VIII. MEDICAL CERTIFICATION

- A. The City will require medical certification of any serious health condition of the employee or of the serious health condition of the employee's spouse, parent, or child.
- B. If the leave is foreseeable, the employee should provide the medical certification prior to taking the leave.
- C. If the leave is not foreseeable, the employee shall provide medical certification within 15 days after being requested to do so by the City's designee.
- D. An employee on approved FMLA leave will be required to inform his/her supervisor every 30 days regarding his/her status and intent to return to work upon the conclusion of the leave (See, also, Section VI E).
- E. The City reserves its right to require, at its own expense, second and third medical opinions, as specified by the FMLA.

IX. USE OF PAID LEAVE IS REQUIRED BEFORE TAKING UNPAID FMLA LEAVE

The City requires all employees utilizing FMLA leave to exhaust their paid leave allotments prior to taking FMLA leave unpaid. The paid leave parameters are defined by the employee's contract or compensation plan.

- A. FMLA leave for qualifying events, other than the serious health condition of the employee
 1. Plan A
 - a) paid leave comes first from dependent leave, in the amount allowed in the contract/compensation plan.
 - b) the remaining leave comes from the employee's vacation time.
 2. Plan B
 - a) either personal leave time and/or vacation time can be used
 - b) severance account hours can be used in the same manner as sick leave hours are allowed under Plan A.
- B. FMLA leave for the serious health condition of the employee
 1. Plan A
 - a) paid leave comes first from hospital leave (when appropriate);
 - b) followed by all sick leave
 - c) followed by vacation time
 2. Plan B
 - a) paid leave will be provided when appropriate from the Short Term Disability Insurance Program
 - b) personal leave, severance account hours, and vacation time will then be utilized in that order.
- C. Compensatory time may be used for an FMLA reason but any period of leave paid from the employee's accrued compensatory time account will not be counted against the employee's FMLA leave entitlement.
- D. Leave taken for a serious health condition covered under Workers' Compensation will be counted towards an employee's FMLA entitlement. Accrued paid leave may

be used at the same time the employee is collecting a Workers' Compensation benefit only to the extent that it allows the employee to collect 100 percent of his/her net salary.

X. INTERMITTENT LEAVE

- A. Leave may be taken intermittently or on a reduced leave schedule when medically necessary for medical treatment of a serious health condition, for recovery from such treatment or from the serious health condition, or when the serious health condition of a spouse, parent or child of the employee requires intermittent treatment and requires the employee's care and/or involvement in the treatment and or the care of the parent, child, or spouse.
 - 1. When the need for intermittent or reduced schedule FMLA leave is foreseeable, the employee must make reasonable attempts to arrange the schedule of the leave so as not to unduly disrupt the City's operations.
- B. The employee taking intermittent leave under the FMLA may be required to transfer temporarily to an available alternative position for which the employee is qualified. The alternative position must have equivalent pay and benefits and better accommodate recurring periods of leave than the employee's regular position. FMLA leave taken for the birth or adoption of a child or for the placement of a foster child in the employee's home cannot be taken on an intermittent or reduced leave schedule.

XI. BENEFITS WHILE ON FMLA LEAVE

- A. For the duration of FMLA leave, the City will pay the City-paid portion of the premiums for group health plan benefit coverage, which includes medical insurance coverage, Basic Employee Term Life Insurance, and Short Term Disability Insurance, subject to Section XIA3.
 - 1. While on FMLA leave utilizing paid leave, the employee-paid portion of the group health plan benefit premiums are deducted from employee's check as usual.
 - 2. When FMLA leave is unpaid, the employee must contact the Benefits Section of Human Resources (535-7900) to make arrangements to pay the employee portion of the insurance premiums. The employee and employer will agree in writing as to the way the employee-paid portion of the group health benefit plan premium payments will be paid, under the four allowable options:
 - a) Payment would be due at the same time as it would be made if by payroll deduction;
 - b) Payment would be due on the same schedule as payments are made under COBRA;
 - c) Payment would be prepaid pursuant to a cafeteria plan at the employee's option; or
 - d) Prepayment of the employee-paid portion of the group benefit plan premiums through increased payroll deductions before the leave is taken, when the need for unpaid FMLA leave is foreseeable, or payment of the employee-paid portion of the group benefit plan premiums through increased deductions after the employee returns to work following unpaid FMLA leave when the need for unpaid FMLA leave is not foreseeable.
 - 3. If the employee-paid portion of the group health plan benefit premium is more than 30 days late, the City's obligation to maintain group health plan insurance coverage will cease.

- a) The City, through its designee, will provide written notice at least 15 days prior to the date coverage will be cancelled that payment has not been received.
 - b) The employee will have 15 days after the date of notification, or 30 days from the date the premium was due, whichever is greater, to make the required premium payment(s).
 - c) If the employee fails to pay his/her portion of the group health plan benefit premium(s), the employee will lose his/her group health plan benefit coverage.
 - B. The City is not responsible for maintaining non-health care related benefits paid directly by the employee through voluntary deductions (dental, supplemental, and dependent life insurance, accident insurance plans, or LTD). It is the employee's responsibility to make arrangements through the Benefits Section of Human Resources (535-7900) for the payment of those benefit premiums when on unpaid FMLA leave.
 - C. If an employee fails to return to work after unpaid FMLA leave has ended, the employee shall reimburse the City all City-paid group health plan benefit premiums it paid on behalf of the employee unless the failure to return from leave is due to:
 - 1. the continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member which would otherwise entitle the employee to leave under FMLA;
 - 2. other circumstances beyond the employee's control.
 - D. An employee is considered to have returned to work following FMLA leave if he/she returns for at least 30 calendar days.
 - E. An employee's seniority will not be interrupted if the employee utilizes paid leave while on FMLA leave. Once paid leave is exhausted, no seniority or pension credit will be accumulated for the unpaid FMLA leave time. Upon return from unpaid leave the employee's seniority will continue where the accumulation left off.
- XII. RETURN TO WORK AFTER FMLA LEAVE
- A. Upon return to work following FMLA leave, the employee must provide a medical certification of the employee's fitness to return to work if the FMLA leave was taken for the employee's own serious health condition.
 - B. If the employee fails to provide a fitness certificate after being notified by the City of the need for the certificate, the City, through its designee, may delay the employee's return to work until the fitness certificate is provided.
 - C. An employee will be returned to his/her job or an equivalent job with equivalent pay, benefits, and working conditions, if the original job is not available.
 - D. Key employees that earn salaries in the top ten percent of Salt Lake City Corporation's workforce and whose return would cause "substantial and grievous economic injury" or hardship to the City's operations may not be reinstated.
 - E. The City may take any personnel action/decision that would have happened if the employee had continued to work while the employee is on FMLA leave.

Effective Date: March 29, 2000