

SALT LAKE CITY ORDINANCE  
No. \_\_\_\_ of 2005  
(Adopting the rate of tax levy upon all  
real and personal property within Salt Lake City,  
made taxable by law for fiscal year 2005-2006)

AN ORDINANCE ADOPTING THE RATE OF TAX LEVY UPON ALL REAL  
AND PERSONAL PROPERTY WITHIN SALT LAKE CITY MADE TAXABLE BY  
LAW FOR FISCAL YEAR 2005-2006.

Be it ordained by the City Council of Salt Lake City:

PREAMBLE

Chapter 2, Title 59 of the Utah Code Ann. states that the governing body of each city shall, by ordinance or resolution, adopt a proposed tax levy or, if the tax rate is not more than the certified tax rate, a final tax levy on the real and personal property for various municipal purposes. Chapter 2, Title 59, of the Utah Code Ann. provides for certain notice and hearing requirements if the proposed tax rate exceeds the certified tax rate. It is the intent of Salt Lake City to comply with the mandate of the Utah Legislature, but reserve in itself the power to amend the tax rates set herein to guarantee, after final appraisal figures have been determined, that it does not exceed the amount required for its governmental operations and taxing authority granted by the Legislature. Further, it is the intent of the City to levy an additional tax, if necessary, to cover costs of State legislative mandates or judicial or administrative orders under Chapter 2, Title 59 of the Utah Code Ann.

SECTION 1. PURPOSE. The purpose of this ordinance is to adopt a tax levy upon all real and personal property within Salt Lake City made taxable by law in the year 2005 to defray the necessary and proper expenses of Salt Lake City to maintain the government thereof and for operating and maintaining its libraries and reading rooms and to pay for costs of State legislative mandates or judicial or administrative orders under Chapter 2, Title 59 of the Utah Code Ann.

SECTION 2. TAX LEVY: 2005-2006. The City Council hereby levies upon all real and personal property within Salt Lake City made taxable by law in the year 2005, for the fiscal year of Salt Lake City ending June 30, 2006, as revenue in the general fund and as revenue in the library fund, a tax of \_\_\_\_\_ on each dollar of taxable valuation of said property apportioned as follows:

- (a) \_\_\_\_\_ shall be credited as revenue in the general fund;
- (b) \_\_\_\_\_ shall be credited as revenue in the general fund to be used for repayment of court ordered judgments;
- (c) \_\_\_\_\_ shall be credited as revenue in the special library fund;
- (d) \_\_\_\_\_ shall be credited as revenue in the special library fund to be used for repayment of court ordered judgments;
- (e) \_\_\_\_\_ shall be credited toward repayment of General Obligation Bonds.
- (f) \_\_\_\_\_ shall be credited toward repayment of General Obligation Bonds to be used for repayment of court ordered judgments.

The City Council hereby further levies a tax to cover the costs of State legislative mandates or judicial or administrative orders under Chapter 2, Title 59 of the Utah Code

Ann. as determined by the Utah State Tax Commission and the Salt Lake County Auditor's Office.

Said tax levies in this Section 2 shall be subject to Mayor approval and City Council reconsideration pursuant to § 10-3-1214 of the Utah Code Ann.

SECTION 3. CERTIFIED TAX RATE. The proposed tax levies do not exceed the certified tax rates and, therefore, the City is not required to publish notice or hold a public hearing pursuant to Chapter 2, Title 59, of the Utah Code Ann.

SECTION 4. CERTIFIED TO AUDITOR. The tax levies hereinabove determined and levied shall be certified by the City Recorder to the Auditor of Salt Lake County, State of Utah before \_\_\_\_\_, 2005 pursuant to the provisions of Chapter 2, Title 59 of the Utah Code Ann.

SECTION 5. RESERVE POWER AND RIGHT TO AMEND. The City hereby expressly reserves the power and right to amend any property tax levy made herein as it may deem just, proper and appropriate under the law.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect on July 1, 2005.

Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

Transmitted to the Mayor on \_\_\_\_\_.

Mayor's Action: \_\_\_\_\_ Approved. \_\_\_\_\_ Vetoed.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 4-25-05  
By [Signature]

(SEAL)

Bill No. \_\_\_\_\_ of 2005.  
Published: \_\_\_\_\_.

SALT LAKE CITY ORDINANCE  
No. \_\_\_\_ of 2005  
(Adopting a final budget, excluding the  
budget for the Library Fund which is separately  
adopted, and the employment staffing document  
of Salt Lake City, Utah for fiscal year 2005-2006)

AN ORDINANCE ADOPTING A FINAL BUDGET, EXCLUDING THE  
BUDGET FOR THE LIBRARY FUND WHICH IS SEPARATELY ADOPTED, AND  
THE EMPLOYMENT STAFFING DOCUMENT OF SALT LAKE CITY FOR FISCAL  
YEAR 2005-2006.

PREAMBLE

Pursuant to the provisions of Section 10-6-111 of the Utah Code Annotated, the City Budget Officer prepared and filed with the City Council a tentative budget in proper form for all funds for which budgets are required by said law, including budgets for the general fund, the library fund, special revenue funds, debt service funds and the capital improvements funds for fiscal year 2005-2006. The tentative budget was accompanied by a budget message as required by law.

That tentative budget was adopted by the City Council, in Resolution No. \_\_ of 2005, on \_\_\_\_\_, 2005.

Section 10-6-118 of the Utah Code Annotated requires that before the 22<sup>nd</sup> day of June of each fiscal year or, August 17, in case of a property tax increase under Sections 59-2-919 through 59-2-923 of the Utah Code Annotated, the governing body shall, by resolution or ordinance, adopt a budget for the ensuing fiscal year for each fund for which a budget is required.

The City budget officer has now prepared a final budget, in proper form, for all funds for which budgets are required by law.

Section 2.52.020 of the Salt Lake City Code states in part that employment staffing documents shall be adopted as an element of the City's budget, or otherwise, as the City Council may require. Three copies of such documents have been filed for use and examination of the public in the Office of the City Recorder.

NOW, THEREFORE, be it ordained by the City Council of Salt Lake City:

SECTION 1. PURPOSE. The purpose of this ordinance is to adopt a final budget, except the budget for the Library Fund which is separately adopted, for fiscal year 2005-2006, and to adopt the employment staffing documents. All conditions precedent to the adoption of the final budget, which includes the employment staffing documents, have been accomplished.

SECTION 2. ADOPTION OF FINAL BUDGET. The budget attached hereto and made a part of this Ordinance, shall be, and the same hereby is adopted as the final budget of the City, excluding the budget for the Library Fund which is separately adopted, for the fiscal year beginning July 1, 2005 and ending June 30, 2006, in accordance with the requirements of Sections 10-6-105, 10-6-118 and 59-2-923 of the Utah Code Annotated. The final budget is subject to the approval of the Mayor and reconsideration of the City Council pursuant to Section 10-3-1214 of the Utah Code Annotated.

SECTION 3. EMPLOYMENT STAFFING. The employment staffing documents, three copies of which are filed for use and examination in the Office of the City Recorder, are hereby adopted as an element of the budget, pursuant to Section 2.52.020 of the Salt Lake City Code.

SECTION 4. FILING OF FINAL BUDGET. The City Budget Officer is hereby authorized and directed to certify and file copies of said final budget with the State Auditor as required by Section 10-6-118 of the Utah Code Annotated.

SECTION 5. PUBLIC INSPECTION. The City Budget Officer is hereby authorized and directed to certify and file copies of said final budget in the office of said Budget Officer and in the Office of the City Recorder, which budget shall be available for public inspection during regular business hours as required by Section 10-6-119 of the Utah Code Annotated.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

Transmitted to the Mayor on \_\_\_\_\_.

Mayor's Action: \_\_\_\_ Approved. \_\_\_\_ Vetoed.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

(SEAL)

Bill No. \_\_\_\_\_ of 2005.

Published: \_\_\_\_\_.

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 4-25-05  
By [Signature]

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SALT LAKE CITY ORDINANCE  
No. \_\_\_\_ of 2005  
(Adopting a final budget for the Library Fund  
of Salt Lake City, Utah for fiscal year 2005-2006)

AN ORDINANCE ADOPTING A FINAL BUDGET FOR THE LIBRARY  
FUND OF SALT LAKE CITY, UTAH FOR FISCAL YEAR 2005-2006.

PREAMBLE

Pursuant to the provisions of Section 10-6-111 of the Utah Code Annotated, the City Budget Officer prepared and filed with the City Council a tentative budget in proper form for all funds for which budgets are required by said law, including the budget for the Library Fund, for fiscal year 2005-2006. The tentative budget was accompanied by a budget message as required by law.

The tentative budget, including the budget for the Library Fund, was adopted by the City Council in Resolution No. \_\_\_\_ of 2005, on \_\_\_\_\_, 2005.

Section 10-6-118 of the Utah Code Annotated requires that before the 22<sup>nd</sup> day of June of each fiscal year or, August 17, in case of a property tax increase under Sections 59-2-919 through 59-2-923 of the Utah Code Annotated, the governing body shall, by resolution or ordinance, adopt a budget for the ensuing fiscal year for each fund for which a budget is required.

The City budget officer, based upon input received from the City Council, has now prepared a final budget for the Library Fund, in proper form.

NOW, THEREFORE, be it ordained by the City Council of Salt Lake City:

SECTION 1. PURPOSE. The purpose of this ordinance is to adopt a final budget for the Library Fund, for fiscal year 2005-2006. All conditions precedent to the adoption of the final budget for the Library Fund have been accomplished.

SECTION 2. ADOPTION OF FINAL BUDGET. The budget attached hereto and made a part of this Ordinance, shall be, and the same hereby is adopted as the final budget for the Library Fund of the City for the fiscal year beginning July 1, 2005 and ending June 30, 2006, in accordance with the requirements of Sections 10-6-105, 10-6-118 and 59-2-923 of the Utah Code Annotated. The final budget for the Library Fund is subject to the approval of the Mayor and reconsideration of the City Council pursuant to Section 10-3-1214 of the Utah Code Annotated.

SECTION 3. FILING OF FINAL BUDGET. The City Budget Officer is hereby authorized and directed to certify and file copies of said final budget with the State Auditor as required by Section 10-6-118 of the Utah Code Annotated.

SECTION 4. PUBLIC INSPECTION. The City Budget Officer is hereby authorized and directed to certify and file copies of said final budget in the office of said Budget Officer and in the Office of the City Recorder, which budget shall be available for public inspection during regular business hours as required by Section 10-6-119 of the Utah Code Annotated.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
CHAIRPERSON

ATTEST:

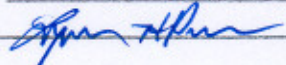
\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

Transmitted to the Mayor on \_\_\_\_\_.

Mayor's Action: \_\_\_\_\_ Approved. \_\_\_\_\_ Vetoed.

\_\_\_\_\_  
MAYOR

ATTEST:

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 4-25-05  
By 

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

(SEAL)

Bill No. \_\_\_\_\_ of 2005.

Published: \_\_\_\_\_.

SALT LAKE CITY ORDINANCE  
No. \_\_\_\_\_ of 2005  
(Approving the Compensation Plan for  
Executive Employees and Elected Officials  
of Salt Lake City)

AN ORDINANCE APPROVING A COMPENSATION PLAN FOR  
EXECUTIVE EMPLOYEES AND ELECTED OFFICIALS.

Be it ordained by the City Council of Salt Lake City, Utah:

SECTION 1. PURPOSE. The purpose of this Ordinance is to approve the attached Compensation Plan for Executive Employees and Elected Officials. Three copies of said Compensation Plan shall be maintained in the City Recorder's Office for public inspection.

SECTION 2. APPLICATION. The Compensation Plan shall not apply to employees whose employment terminated prior to the effective date of this Ordinance.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be deemed effective on July 1, 2005.

Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

Transmitted to the Mayor on \_\_\_\_\_.

Mayor's Action: \_\_\_\_\_ Approved. \_\_\_\_\_ Vetoed.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 4-25-05  
By [Signature]

(SEAL)

Bill No. \_\_\_\_\_ of 2005.  
Published: \_\_\_\_\_.

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COMPENSATION PLAN FOR SALT LAKE CITY CORPORATION EXECUTIVE  
EMPLOYEES AND ELECTED OFFICIALS:

I. EFFECTIVE DATE

The provisions of this plan shall be effective commencing ~~July 1, 2004~~ June 19, 2005.

II. EMPLOYEES COVERED BY THIS PLAN

Employees subject to this plan shall be the Elected Officials and those full-time City employees classified as "Executive" employees. "Executive" employees are "appointed" and "at-will" employees serving at the pleasure of the Mayor (or the City Council if they are employees of the Office of the City Council). Employees are not covered by the paid leave provisions of this plan while they are on unpaid leave of absence. However, employees on an unpaid military leave of absence may be entitled to the restoration of certain leave benefits as provided by city ordinance.

III. WAGES AND SALARIES

A. Elected Officials

The annual compensation of elected officials shall be as provided in APPENDIX "A."

B. Executive Employees

From July 1, ~~2004-2005~~ to June 30, ~~2005-2006~~, Executive employees shall be paid within ranges provided in the schedule attached hereto as APPENDIX "B." Any performance-based pay adjustment above the "Base Pay Maximum" of the range will be given as a supplemental payment not added to base. In no case will such annual supplemental payment—when divided by 26 and added to the base pay adjustment—be allowed to exceed the "Range Maximum."

C. Other Forms of Compensation

The foregoing shall not restrict the Mayor from distributing appropriated moneys to employees of the City in the form of lump sum supplemental ~~performance~~ performance-based or special supplemental payments to employees within per annum pay limitations. The Mayor, with the prior written advice and consent of the City Council, may in a writing filed with the City Recorder, grant a retention incentive benefit, if one is necessary to meet employment market conditions or where it would be in the City's best interests to do so.

IV. LONGEVITY PAY

Executive employees shall not be eligible for longevity benefits.

V. OVERTIME COMPENSATION

Executive employees do not receive overtime compensation.

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 25 APRIL 2005  
By J. C. [Signature]

## VI. ALLOWANCES

- A. Business Expenses. City policy shall govern the authorization of employee advancement or reimbursement for actual expenses reasonably incurred in the performance of City business. Advancement or reimbursement shall be approved only for expenses documented and authorized in advance within budget limitations established by the City Council.
- B. Automobiles.
1. Under City policy, the Mayor may authorize an employee to utilize a City vehicle on a take-home basis, and shall, as a condition of receipt, require said employee to reimburse the City for a portion of the take-home vehicle cost as provided in City ordinance.
  2. Employees who are authorized to use, and who do use, privately owned automobiles for official City business, shall be reimbursed for the operation expenses of said automobiles at a rate as specified in City policy.
  3. A car allowance may be paid to Executive employees, as determined by the Mayor, at a rate not to exceed \$400 per month.
- C. Uniform Allowance. Employees shall be provided the following monthly uniform allowances when required to wear uniforms in the performance of their duties:
1. Fire Department Executive employees shall be provided uniforms or uniform allowances to the extent stated in Fire Department policy number 122.
  2. Uniforms or uniform allowances for Police Executive employees shall be provided to the extent stated in Police Department policy.
- D. Other Allowances. The Mayor may, within budgeted appropriations, authorize the payment of other allowances in extraordinary circumstances (as determined by the Mayor) and as dictated by City needs.

## VII. HOLIDAYS AND VACATION

Employees shall receive holidays and vacation as provided in this paragraph VII. Employees do not earn or receive holiday and vacation benefits while on an unpaid leave of absence. However, employees on an unpaid military leave of absence may be entitled to the restoration of certain leave benefits as provided by city ordinance.

- A. Holidays
1. The following days shall be recognized and observed as holidays for employees covered by this plan. Such employees shall receive their regular rate of pay for each of the unworked holidays:
    - a. New Year's Day, the first day of January.
    - b. Martin Luther King, Jr. Day, the third Monday of January.
    - c. President's Day, the third Monday in February.

- d. Memorial Day, the last Monday of May.
  - e. Independence Day, the fourth day of July.
  - f. Pioneer Day, the twenty-fourth day of July.
  - g. Labor Day, the first Monday in September.
  - h. Veteran's Day, the eleventh day of November.
  - i. Thanksgiving Day, the fourth Thursday in November.
  - j. Day after Thanksgiving Day. See holiday exception below.
  - k. Christmas Day, the twenty-fifth day of December.
  - l. One personal holiday, taken upon request of the employee.
2. When any holiday listed above falls on a Sunday, the following business day shall be considered a holiday. When any holiday listed above falls on a Saturday, the preceding business day shall be considered a holiday. In addition to the above, any day may be designated as a holiday by proclamation of the Mayor and/or the City Council.
  3. No employee shall receive in excess of one day of holiday pay for a single holiday. Employees must work or be on authorized leave their last scheduled working day before and the next working day following the holiday to qualify for holiday pay.
  4. Holiday exception. In lieu of taking the day after Thanksgiving Day as a holiday, employees may observe this holiday up to 50 days prior to Thanksgiving.

B. Vacations

1. Employees shall be entitled to receive their regular salaries during vacation periods earned and taken in accordance with the provisions in this paragraph. For any plan year in which there are 27 pay periods, no vacation leave hours will be awarded on the 27<sup>th</sup> pay period.
2. For Executives other than Department Directors and those named in paragraph 3. below, the following schedule shall apply:

<u>Years of Consecutive City Service</u>	<u>Hours of Vacation Accrued Per Biweekly Pay Period</u>
0 to end of year 3	3.08
4 to 6	3.69
7 to 9	4.62



10 to 12	5.54
13 to 15	6.15
16 to 19	6.77
20 or more	7.69

3. For Department Directors, the Mayor's Chief of Staff, up to two additional senior executive positions in the Mayor's Office as specified by the Mayor, the Executive Director of the City Council, and the Director of the Redevelopment Agency, the following schedule shall apply:

<u>Years of Consecutive City Service</u>	<u>Hours of Vacation Accrued Per Biweekly Pay Period</u>
0 to end of year 14	6.15
15 or more	7.69

4. Executive Employees other than Department Directors and those named in paragraph 3. above may accumulate vacation hours (including both accrued vacation and sick leave conversion time), according to the length of their full-time, consecutive, years of employment with the City up to the following maximum limits:

Up to 9 years	Up to 240 hours
After 9 years	Up to 280 hours
After 14 years	Up to 320 hours

Department Directors and those named in paragraph 3. above may accumulate up to 320 hours of vacation without regard to their years of employment with the City.

Any vacation accrued beyond said maximums shall be deemed forfeited unless utilized prior to the end of the calendar year in which the maximum has been accrued. However, in the case of an employee returning from an unpaid military leave of absence, related provisions under city ordinance shall apply.

5. Vacation Buy Back. The City may purchase within any ~~twelve~~ 12-month period up to, but not exceeding, 80 hours of earned and accrued vacation time, to which an employee is entitled as authorized in this paragraph, with the consent of said employee and upon favorable written recommendation of the employee's Department Director and approval by the Chief Administrative Officer or the Mayor, or by the Chair of the City Council for City Council executives.

Said purchase of accrued vacation time may be authorized, in the discretion of the City, when, in its judgment, it is demonstrated that:

- a. The cash payment in lieu of vacation time use shall not interfere with an employee's performance or create an unreasonable hardship on said employee.
- b. There is a demonstrated need for the City to retain the services of the employee for said vacation time.
- c. There are sufficient funds in the Department budget to pay for the vacation time as certified by the City Chief Administrative Officer or designee, without disturbing or interfering with the delivery of City services.
- d. The amount to be paid for any such purchase of vacation time as provided herein shall be based on the wage or salary rate of the said employee at the date of approval by the City.
- e. The City shall make a diligent effort to provide employees their 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.

#### VIII. SICK AND OTHER RELATED LEAVE OR PERSONAL LEAVE.

- A. Benefits in this section are for the purpose of continuing income to employees during absence due to illness, accident or personal reasons. Some of these absences may qualify under the Family and 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 D 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 Compensation Plan. Employees do not earn or receive leave benefits under this Section VIII. 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.
- B. Executive employees shall receive benefits in this section, either under a plan as provided in paragraph VIII.D. (Plan "A"), or as provided in paragraph VIII.E. (Plan "B").
- C. Executive employees hired on or after November 16, 1997 shall participate in Plan B. All other employees shall participate in the plan they participated in on November 15, 1998.
- D. Plan "A."
  1. Sick Leave.

- a. Sick leave shall be provided for Executive employees under this Plan "A" as insurance against loss of income when an employee is unable to perform assigned duties because of illness or injury. The Mayor may establish rules governing the interfacing of sick leave and Workers' Compensation benefits and avoiding, to the extent allowable by law, duplicative payments.
- b. Each Executive employee under this Plan "A" shall accrue sick leave at a rate of 4.62 hours per pay period. Exception: For any plan year in which there are 27 pay periods, no sick leave hours will be accrued on the 27<sup>th</sup> pay period. Authorized and unused sick leave may be accumulated from year to year subject to the limitations of this plan.
- c. Under this Plan "A," Executive employees who have accumulated 240 hours of sick leave may choose to convert up to 64 hours of the sick leave grant from any given year to vacation leave. Any sick leave used during the calendar year reduces the allowable conversion by an equal amount.
  - (1) Conversion at the maximum allowable hours will be made unless the employee elects otherwise. Any election by an employee for no conversion, or to convert less than the maximum allowable sick leave hours to vacation time, must be made by notifying his or her Personnel/Payroll Administrator, in writing not later than the second payperiod of the new calendar year. Otherwise, the opportunity to waive conversion, or elect conversion other than the maximum allowable amount shall be deemed waived for that calendar year. In no event shall sick leave days be converted from other than the current year's sick leave allocation.
  - (2) Any sick leave hours, properly converted to vacation benefits as above described, shall be taken prior to any other vacation hours to which the employee is entitled; provided, however, that in no event shall an employee be entitled to any pay or compensation upon an employee's termination for any sick leave converted to vacation. Any sick leave converted to vacation remaining unused at the date of termination or retirement shall be forfeited by the employee.

2. Hospitalization Leave

- a. Hospitalization leave shall be provided for employees under this Plan "A," in addition to sick leave authorized hereunder, as insurance against loss of income when employees are unable to perform assigned duties because of scheduled surgical procedures, urgent medical treatment, or hospital inpatient admission.
- b. Employees shall be entitled to 30 days of hospitalization leave each calendar year. Hospitalization leave shall not accumulate from year

to year. 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.

- c. Employees who are unable to perform their duties during a shift due to preparations (such as fasting, rest, or ingestion of medicine), ~~for or participation in,~~ a scheduled surgical procedure, may report the absence from the regular work schedule while in the hospital as hospitalization leave.
- d. 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. For purposes of use of ~~Hospital~~ Hospitalization Leave, urgent medical treatment includes at-home care directed by a physician immediately after the urgent medical treatment and within the affected work day.
- e. Employees who are admitted as an inpatient to a hospital for medical treatment, so they are unable to perform their duties, may report the absence from duty while in the hospital as hospitalization leave.
- f. 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.
- g. An employee requesting hospitalization leave under this section may be required to provide verification of treatment or care from a competent medical practitioner.

### 3. Bereavement Leave

- a. Under this Plan "A" time off with pay will be granted to an 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, step-grandfather, grandmother, step-grandmother, grandchild, or stepgrandchild, stepchild, stepmother, stepfather, stepbrother or stepsister. In the event of death in any of these instances, the employee will be paid his or her regular base pay for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. Employees will be permitted one additional day of funeral leave or memorial service leave on the day following the service if: such service is held more than 150 miles distance from Salt Lake

City; the employee attends the service; and the day following the service is a regular work shift.

- b. In the event of death of a brother-in-law, sister-in-law, uncle, aunt, niece, nephew, or first cousin to the respective employee, said employee will be paid for time off from scheduled working hours while attending the funeral or memorial services for such person, not to exceed one shift.
- c. In the event of death of friends or relatives not listed above, an employee may be granted time off without pay, not to exceed four hours, or may use available vacation leave while attending the funeral or memorial services for such person.
- d. In the event the death of any member of the immediate family as set forth in this paragraph VIII.D.3(a) occurs while an employee is on vacation, his or her vacation will be extended by the amount of time authorized as bereavement leave under said paragraph.
- e. The provisions of this paragraph shall not be applicable to employees who are on leave of absence other than vacation leave.

4. Dependent Leave.

- a. Under Plan "A," dependent leave may be requested by a Full-Time employee covered by this Compensation Plan for the following FMLA-qualifying reasons: (See APPENDIX D.)
  - 1. Becoming a parent through birth or adoption of a child or children.
  - 2. Placement of a foster child in the employee's home.
  - 3. Due to the care of the employee's child, spouse, or parent with a serious health condition.
- b. Under Plan "A," dependent leave may also be requested by an employee to care for an employee's child, spouse or parent who is ill or injured but who does not have a serious health condition.
- c. The following provisions apply to the use of dependent leave by an Executive employee.
  - 1. Dependent leave may be granted with pay on a straight time basis.
  - 2. If the employee has accumulated and available unused sick leave, ~~the, the~~ the employee shall be entitled to use as dependent leave such accumulated and available unused sick leave.
  - 3. The employee shall give notice of the need to take dependent leave and the expected duration of such leave to

to his or her supervisor as soon as possible under the circumstances.

4. An employee's sick leave shall be reduced by the number of hours taken by an employee as dependent leave under this paragraph provided, however, that up to 40 hours of dependent leave used during the calendar year will not affect the sick leave conversion options as outlined in paragraph VIII.D.1.c.

5. Retirement Benefit.

- a. Persons who retire under the eligibility requirements of the Utah State Retirement Systems will be paid in cash at their then current pay scale, a sum equal to their daily rate of pay for 25% of the accumulated sick leave days reserved for the benefit of said employee at the date of the employee's retirement.
- b. In lieu of the above, employees may elect to convert the sick leave grant provided above to hospital and surgical coverage. If such an election is made in writing, 50% of the sick leave hours available at retirement may be converted to a dollar allowance at the time of retirement. The sick leave hours converted to a dollar allowance shall be subject to any state and federal income and social security tax withholding required by law. An employee's available sick leave account balance, computed by the hours therein times the salary rate at the effective date of employment separation, determines the number of months of medical and surgical coverage which may be purchased. The purchase is made on a monthly basis, which shall be computed on a monthly basis of charges against the account balance. If insurance costs increase, the number of months of coverage will decrease. This provision shall not act to reinstate an employee with sick leave benefits which were in any respect lost, used, or forfeited prior to the effective date of this plan.

E. Plan "B."

1. The benefit Plan Year of Plan "B" begins in each calendar year on the first day of the pay-period that includes November 15. Under this Plan "B," paid personal leave shall be provided as insurance against loss of income when an Executive employee needs to be absent from work because of illness or injury, to care for a dependent, or for any other emergency or personal reason. 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 supervisory approval based on the operational requirements of the City and any policies regarding the use of such leave adopted by the department in which the employee works.
2. Each Executive employee under this Plan "B" shall be awarded personal leave hours each pay period based on the following schedule:

Months of Consecutive	Hours of Personal
--------------------------	-------------------

<u>City Service</u>	<u>Leave</u>
Less than 6	1.54
Less than 24	2.31
24 or more	3.08

For any plan year in which there are 27 pay periods, no personal leave hours will be awarded on the 27<sup>th</sup> pay period.

3. Not later than October 31st in each calendar year, employees covered by Plan "B" may elect, by notifying their Personnel/Payroll Administrator in writing, to:
  - a. Convert any unused personal leave hours available at the end of the first pay period of November to 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 the 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 personal leave hours, or
  - c. Convert a portion of unused personal leave hours to a lump sum payment as provided in subparagraph (a) above and carry over a portion as provided in subparagraph (b) above.
4. Maximum Accrual. A maximum of 80 hours of personal leave may be carried over to the next plan year. Any personal leave hours unused at the end of the plan year in excess of 80 shall be converted to a lump sum payment as provided in subparagraph 3.a above.
5. Termination Benefits. 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.
6. Conditions on Use of Personal Leave are:
  - a. Minimum use of personal leave is one hour.
  - b. Executive employees must give their supervisors as much prior notice as possible.
7. Bereavement Leave.
  - a. Under this Plan "B," time off with pay will be granted to an Executive 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, brother-in-law, sister-in-law, grandfather, step-grandfather, grandmother, step-grandmother, grandchild, or

stepgrandchild, stepchild, stepmother, stepfather, stepbrother or stepsister. In the event of death in any of these instances, the employee will be paid his/her regular base pay for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. Employees will be permitted one additional day of funeral leave on the day following the funeral or memorial service if: such service is held more than 150 miles distance from Salt Lake City; the employee attends the service; and the day following the service is a regular work shift.

- b. 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 working hours to attend the funeral or memorial service for such person.
  - c. In the event of death of friends or relatives not listed above, an employee may be allowed to use personal leave for time off to attend the funeral or memorial service for such person, subject to the approval of his/her immediate supervisor.
8. Career Enhancement Leave, Plan "B." An Executive employee covered under this Plan "B" is eligible, after 15 years of full-time service with the City, to be selected to receive up to two weeks of career enhancement leave. This leave could be used for formal training, informal course of study, job-related travel, internship, mentoring or other activity which could be of benefit to the City and the employee's career development. Selected employees shall receive their full regular salary during the leave. Request for this leave must be submitted in writing to the Mayor, stating the purpose of the request and how the leave is intended to benefit the City. The request must be approved by the Mayor.
9. Plan "B" Retirement Benefit.
- a. Executive employees covered under Plan "B" shall have a Plan B Retirement Benefit as follows:
    - (1) Executive employees appointed before January 1, 1989, and who elected in 1997 to be covered under Plan "B," and who remain covered under Plan "B," will have a Plan B Retirement Account equal to 60 percent of unused sick leave accrued after December 31, 1988 and available on November 16, 1997), minus any hours withdrawn from that account since it was established.
    - (2) Executive employees appointed before January 1, 1989, and who elected in 1998 to be covered under Plan "B," ~~will~~ will have a Plan B Retirement Account equal to 50 percent of unused sick leave accrued after December 31, 1988 and available on November 14, 1998, minus any hours withdrawn from that account since it was established.



- (3) Executive employees who were appointed on and after January 1, 1989 and before November 16, 1997, and whose current participation in Plan "B" began in 1997, shall have a Plan B Retirement Account equal to 60 percent of accrued unused sick leave available on November 16, 1997, minus any hours withdrawn from that account since it was established
- (4) Executive employees who were appointed on and after January 1, 1989 and before November 16, 1997, and whose current participation in Plan "B" began in 1998, shall have a Plan B Retirement Account equal to 50 percent of accrued unused sick leave available on November 14, 1998, minus any hours withdrawn from that account since it was established
- (5) Said employees participating in Plan "B" shall have no other accumulated sick leave except for those hours, if any, provided in paragraphs XVII.A.1.a. and under this section VIII.E.9. Sick leave hours accrued by Executive Employees on or before December 31, 1988 shall not be included in the "Plan B Retirement Account."
- (6)
  - (a) At retirement Executive employees under Plan "B" shall be paid at the employee's hourly rate of pay on date of retirement for each hour in the employee's Plan B Retirement Account.
  - (b) In lieu of the above, the Executive employee may elect, in writing, to convert the payment as provided herein to hospital and surgical coverage. Such payment shall be subject to any state and federal income and social security tax as fully required by law. The employee's available Plan B Retirement Account balance, computed by the hours therein times the salary rate at the effective date of employment separation, determines the number of months of medical and surgical coverage which may be purchased. The purchase is made on a monthly basis, which shall be computed on a monthly basis of charges against the account balance. If insurance costs increase, the number of months of coverage will decrease.
  - (c) Hours may be withdrawn from the Plan B Retirement Account for emergencies after personal leave hours are exhausted, and with approval of the Mayor. Said hours may also be used as a supplement to Workers' Compensation benefits which, when added to the employees' Workers' Compensation benefits, equals the employee's regular net salary. The employee must make an election in writing to the Mayor to use said hours to supplement Workers' Compensation benefits.

10. Short Term Disability Insurance, Plan "B." Protection against loss of income when an employee is absent from work due to short term disability shall be provided to employees covered under Plan "B" 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 by a physician of its choosing.

#### IX. MILITARY LEAVE AND JURY DUTY

- A. Leave of absence for employees who enter uniformed service. An employee who enters the service of a uniformed services 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 from 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.
- B. Leave while on duty with the armed forces or Utah National Guard. Employees covered by this Compensation Plan who are or who shall become members of the reserves of a federal armed forces, including United States Army, United States Navy, United States Marine Corps, United States Air Force, and the United States Coast Guard, or any unit of the Utah National Guard, shall be allowed full pay for all time not in excess of 11 working days per calendar year spent on duty with such agencies. This leave shall be in addition to the annual vacation leave with pay. To qualify, employees claiming the benefit under this provision shall provide documentation to the City demonstrating duty with such agencies. Duty herein need not be consecutive days of service.
- C. Leave for Jury Duty. Employees shall be entitled to receive and retain statutory juror's fees paid for jury service in the State and Federal Courts subject to the conditions hereinafter set forth. No reduction in an employee's salary shall be made for absence from work resulting from such jury service. On those days that an employee is required to report for jury service and is thereafter excused from such service during his or her regular working hours from the City, he or she shall forthwith return to and carry on his or her regular City employment. ~~Failure to so return to work shall result in the forfeiture of that day's pay by such employee.~~

#### X. INJURY LEAVE

- A. Injury Leave. The City shall establish rules governing the administration of an injury leave program for executive employees of the Operations Division of the Department of Airports who are required to carry firearms as part of their jobs, under the following qualifications and restrictions:
  1. The disability must have resulted from a documented injury arising out of the discharge of official duties and/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 physician acceptable to the City;

3. The leave benefit shall not exceed the value of the employee's net salary during the period of absence due to the injury, less all amounts paid or credited to the employee as Workers' Compensation, social security, long term disability or retirement benefits, or any form of governmental relief whatsoever;
4. The 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 Mayor upon receipt of an acceptable treatment plan and consultation with the City's Risk Manager;
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 City's Risk Manager may be reviewed by the Director of the Department of Management Services who may make recommendations to the Mayor for final decisions;
6. If an employee is eligible for Workers' 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 Management Services to use either accumulated sick leave or hours from the Plan "B" retirement account, if applicable and authorized vacation time to supplement Workers' Compensation so that the employee is receiving the employee's regular net salary.

#### XI. ADDITIONAL LEAVES OF ABSENCE.

Additional unpaid leaves of absence may be requested in writing and granted an employee at the discretion of the Department Director or Mayor.

#### XII. INSURANCE

- A. Group Insurance. Employees of the City will be required to enroll for single coverage in the City's group medical insurance plan in conformity with and under the terms of an insurance plan adopted by the City, as permitted by ordinance. The City will provide the employee a basic term life and accidental death plan. The City will also make available other bonafide benefit programs. Retired City employees and their eligible dependents may also be permitted to participate in the City's medical, dental plans under terms and conditions established by the City. The City shall cause the specific provisions of the group plan to be detailed and made available to the employees. The City will deduct from each payroll all moneys necessary to fund the employee share of insurance coverage and make all payments necessary to fund the plan within budget limitations established by the City Council.
- B. The City will participate in the Nationwide Post Employment Health Plan, as adopted by the City by ordinance. The City will contribute \$600.08 per year (prorated per employee's biweekly pay period) into each employee's Nationwide Post Employment Health Plan account.

#### XIII. WORKERS' COMPENSATION

- A. In addition to the foregoing, the Mayor may provide for Workers' Compensation coverage to the employees under applicable provisions of State statute.

#### XIV. LONG TERM DISABILITY COMPENSATION

Optional long term disability is available to employees eligible under the City's Long Term Disability Program (Income Protection Program), subject to the terms and conditions of the plan. This program provides continuation of income to employees of the City who are permanently and totally disabled as defined under the program.

#### XV. SEPARATION FROM SERVICE

- A. Social Security Adopted. The City hereby adopts the provisions of the Federal Social Security system and applies and extends the benefits of the old age and survivor's insurance of the Social Security Act to employees.

- B. Retirement Programs. The City hereby adopts the Utah State Retirement System for providing retirement pensions to employees covered by the plan. The City may permit or require the participation of employees in its retirement program(s) under terms and conditions established by the Mayor and consistent with state law.. Such programs may include:

1. The Utah State Public Employees' Retirement System (Contributory and Non-Contributory)
2. Deferred Compensation Programs
3. Retirement Incentive Programs

- C. The ~~2005-2006~~ 2004-2005-2006 fiscal year retirement contribution rates for employees covered by this paragraph are shown in Appendix C.

- D. At-Will Employees

Executives and other persons in appointed positions are not eligible for layoff benefits because they are "appointed," "at will" employees serving at the pleasure of the Mayor (or City Council for employees of the Office of the City Council).

- E. Separation from Employment Due to Resignations or Otherwise.

1. Every employee who is separated from City employment for any reason shall be paid for:
  - a. Earned vacation time accrued, unused, and unforfeited as of the date of termination;
  - b. Unused compensatory time off; and
  - c. If a participant in "Plan B," any accrued and unused personal leave in accordance with paragraph VIII.E.5.of this chapter.
  - d. The balance of the sick leave account specified in XVI.A.1.a., if appointed before January 1, 1989.

## XVI. SEVERANCE BENEFIT

- A. Subject to availability of funds, Executive employees shall receive the following severance benefit on termination of their employment:
1. Current Executive Employees, Who Were Appointed as Executives Before January 1, 1989. Current Executive employees, who were appointed as Executives before January 1, 1989, shall receive a severance benefit determined as follows:
    - a. Executive employees who have an account, established by prior City policy, and which was credited with a cash value equal to the total accrued sick leave hours available to the employee on December 31, 1988, multiplied by said employee's hourly rate of pay in effect on December 31, 1988, are vested in that account. The hours included in this account are separately accounted for and are not included in the "Plan B Retirement Benefit" under VIII.E.9.a.  
  
Upon the voluntary or involuntary termination of employment from the City, these Executive employees shall receive, at the time of separation, the cash value of their vested account. However, Executive employees, may, during their employment, use the hours in that account for sick leave purposes, although such use will reduce the cash value of the account.
    - b. Current Executive employees, appointed before January 1, 1989, who are terminated not for cause shall receive, as a severance benefit, in addition to subparagraph A.1.a. above: One month's base salary pay, determined on the effective date of termination, for each year of City employment calculated on a pro-rata basis, not to exceed 6 months' base salary. This additional severance benefit shall be provided only if the termination from City employment is involuntary.
  2. Current Executive Employees Appointed As Executives on or After January 1, 1989, and before January 1, 2000. Executive employees, appointed as Executives on or after January 1, 1989 and before January 1, 2000, who are terminated not for cause, shall receive a severance benefit, but only for an involuntary termination from City employment.

The severance benefit for said employees shall be: One month's base salary pay, for each year of City employment before January 1, 2000, calculated on a pro-rata basis, not to exceed 6 months' salary.

3. Current Executive Employees Appointed As Executives on or After January 1, 2000. Executive employees, appointed as Executives on or after January 1, 2000, who are terminated not for cause, shall receive a severance benefit, but only for an involuntary termination from City employment.
  - a. Except for the position of Chief Administrative Officer, the severance benefit for said employees shall be: One week's base salary pay, determined on the effective date of termination, for each year of City employment calculated on a pro-rata basis, not to exceed 6 weeks' base salary.
  - b. The severance benefit for Chief Administrative Officer shall be: One month's base salary pay, determined on the effective date of termination, for each year of City employment calculated on a pro-rata basis, not to exceed 6 months' base salary.
4. Exception: The Mayor, with the prior written advice and consent of the City Council, may in a writing filed with the City Recorder, grant a larger severance benefit than specified under 3. above, if one is necessary to meet employment market conditions or where it would be in the City's best interests to do so.
5. Not Eligible for Benefit. The severance benefit provided herein shall not be granted to the following employees:
  - a. An employee who, at the time of termination of employment, has been convicted, indicted, charged or is under active criminal investigation concerning a public offense involving a felony or moral turpitude. This provision shall not restrict the award of full severance benefits should such employee subsequently be found not guilty of such charge or if the charges are otherwise dismissed.
  - b. An employee who has been terminated or asked for a resignation by the Mayor, Chief Administrative Officer or Department Director under bona fide charges of nonfeasance, misfeasance or malfeasance in office.
6. Replaces Retirement Election. An employee who elects and is paid a benefit by the City pursuant to retirement election is not eligible to receive

a severance benefit as provided herein, except as provided under paragraph A.1.a. above.

| XVIII. AUTHORITY OF THE MAYOR

Employees covered by this compensation plan may be appointed, classified, and advanced under rules and regulations promulgated by the Mayor, or the Civil Service Commission, if applicable, within budget limitations established by the City Council.

XIX. APPROPRIATION OF FUNDS

All provisions in this compensation plan that involve the expenditure of funds are subject to appropriation of funds for such purposes.

## APPENDIX A – ELECTED OFFICIALS SALARY SCHEDULE

### Bi-Weekly Rates

July 1 ~~June 19, 2004~~ 2005

Mayor	<del>\$3,907.20</del> <u>\$3,985.34</u>
Council Members	<del>\$781.44</del> <u>\$797.07</u>



## APPENDIX B - EXECUTIVE SALARY SCHEDULE

### Bi-Weekly Rates

July 1, 2004 June 19, 2005

Range						
Class	Range Min	Range Mid	Base Max	Range Max	Position	
099	\$ 5,012.00	\$ 6,515.20	\$ 7,167.20	\$ 8,018.40	Executive Director of Airports	
	\$ 5,112.20	\$ 6,645.50	\$ 7,310.50	\$ 8,178.80		
001	\$ 3,453.60	\$ 4,485.60	\$ 4,934.40	\$ 5,517.60	City Attorney	
	\$ 3,522.70	\$ 4,575.30	\$ 5,033.10	\$ 5,628.00	Chief Adm. Officer/Director, Mgt. Services	
002	\$ 3,152.00	\$ 4,093.60	\$ 4,503.20	\$ 5,035.20	Chief of Police	
	\$ 3,215.00	\$ 4,175.50	\$ 4,593.30	\$ 5,135.90	Director - Public Utilities Director - Public Services Fire Chief Director - Community & Economic Development Executive Director - City Council Deputy City Attorney	
003	\$ 2,978.40	\$ 3,843.20	\$ 4,227.20	\$ 4,707.20	Chief of Staff	
	\$ 3,038.00	\$ 3,920.10	\$ 4,311.70	\$ 4,801.30	Senior Advisor Senior Advisor for Economic Development Executive Assistant Chief - Police Deputy Director - Public Services Deputy Director - Management Services Deputy Director - Public Utilities Director of Operations - Airport Director - Adm. & Commercial Services Director - Finance & Accounting - Airports City Engineer City Prosecutor Chief Information Officer Director, Redevelopment	
004	\$ 2,711.20	\$ 3,498.40	\$ 3,848.00	\$ 4,285.60	Assistant Chief - Police	
	\$ 2,765.40	\$ 3,568.40	\$ 3,925.00	\$ 4,371.30	Deputy Fire Chief Planning Director Deputy Director - City Council Deputy Director - DCED Division Director - Human Resources Mgt. Director - Budget & Policy Planning, Env. & Capital Prog. Director Finance Director Director of Airport Maintenance Director of Engineering - Airport	
005	\$ 2,563.20	\$ 3,307.20	\$ 3,637.60	\$ 4,050.40	Building Official	
	\$ 2,614.50	\$ 3,373.30	\$ 3,710.40	\$ 4,131.40	Transportation Engineer Administrator - Public Utilities Fin. & Admin. Chief Engineer - Public Utilities Adm. Services Director - Public Services Water Quality & Treatment Administrator City Treasurer Director, Housing & Neighborhood Development Assistant to Mayor - Policy & Spec. Projects <b>Director of Youth Programs</b>	
006	\$ 2,379.20	\$ 3,070.40	\$ 3,376.80	\$ 3,760.80	Executive Assistant to Mayor	
	\$ 2,426.80	\$ 3,131.80	\$ 3,444.30	\$ 3,836.00	Recreation Director Justice Court Judge Director of Youth Programs City Recorder Director - PR/Marketing - Airport <b>City Courts Director</b> <b>Chief Procurement Officer</b> <b>Director, Gallivan Center &amp; Community Events</b>	

APPENDIX C

EXECUTIVE RETIREMENT

UTAH STATE RETIREMENT CONTRIBUTIONS FY 2004/2005/2005/2006				
UTAH STATE RETIREMENT SYSTEM	EMPLOYEE CONTRIBUTION	TOTAL EMPLOYEE CONTRIBUTION PAID BY CITY	TOTAL EMPLOYER CONTRIBUTION	GRAND TOTAL CONTRIBUTION
<b><u>Exempt Plan</u></b>				
Department Heads	0	0	18%	18%
Mayor's Chief of Staff	0	0	18%	18%
Up to two additional senior executives in the Mayor's Office as specified by the Mayor	0	0	18%	18%
<u>Executive Director, City Council</u>	0	0	18%	18%
Specified Exempt Executives	0	0	13%	13%
<b><u>Other Executives</u></b>				
Public Employee Contributory Retirement System	0	6.00%	7.08%	13.08%
Public Employee Non- Contributory Retirement System	0	0	11.09%	11.09%

All or a portion of the Exempt Plan contributions may be contributed to a 401 or 457 deferred compensation plan.

## APPENDIX D

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.

## **APPENDIX D**

### **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.

## APPENDIX D

- 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

## APPENDIX D

- 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% 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.

## APPENDIX D

### 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

## APPENDIX D

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



SALT LAKE CITY ORDINANCE

No. \_\_\_\_\_ of 2005

(Appropriating necessary funds to implement, for fiscal year 2005-2006, the provisions of the Memorandum of Understanding between Salt Lake City Corporation and Local 1004 of the American Federation of State, County and Municipal Employees (AFSCME), representing the "100 Series" City Employees)

AN ORDINANCE APPROPRIATING NECESSARY FUNDS TO IMPLEMENT, FOR FISCAL YEAR 2005-2006, THE PROVISIONS OF THE MEMORANDUM OF UNDERSTANDING BETWEEN SALT LAKE CITY CORPORATION AND LOCAL 1004 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), REPRESENTING THE "100 SERIES" CITY EMPLOYEES, DATED ON OR ABOUT JULY 1, 2005.

PREAMBLE

The City Council, in Salt Lake City Ordinance No. \_\_\_ of 2005, approved a Memorandum of Understanding between Salt Lake City Corporation and Local 1004 of the American Federation of State, County and Municipal Employees (AFSCME), as the certified bargaining representative for the "100 Series" City employees. The Memorandum of Understanding is a \_\_\_ year agreement. The Memorandum of Understanding is subject to appropriation of funds by the City Council. The City Council, therefore, wishes to appropriate funds to implement the provisions of the Memorandum of Understanding for fiscal year 2005-2006.

Be it ordained by the City Council of Salt Lake City, Utah:

SECTION 1. PURPOSE. The purpose of this ordinance is to appropriate necessary funds to implement, for fiscal year 2005-2006, the provisions of the

JUN 15 2005

SLC Contract No. 16-1-05-1096

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 14 June 2005  
By J. Brown

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into this day of June 2005 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, and 2007-08; 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, 2003.

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 33 stewards.

The UNION may designate 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 19, 2005, to June 30, 2006, UNIT employees shall be paid pursuant to a Wage Schedule attached as Appendix "A."

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") 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:

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

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

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



## 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 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.

3. An employee who, with supervisory approval, works two (2) or more additional continuous hours during a scheduled or unscheduled work day 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

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 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.

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.

### 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:

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

For employees working 10-hour shifts:

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

For employees working 12-hour shifts:

<b>NUMBER HOURS SICK LEAVE USED</b>	<b>NUMBER HOURS TO CONVERT</b>
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, 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:

<b>MONTHS OF CONTINUOUS CITY SERVICES</b>	<b>HOURS OF PERSONAL LEAVE</b>
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, 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 \$65 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.....	\$60
Parking Meter Repair Personnel .....	\$60
Watershed Patrol.....	\$60
Police Clerical and Dispatch Personnel .....	\$60
Fire Clerical and Dispatch Personnel.....	\$60

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, 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, the Labor Relations Officer and a UNION representative shall jointly select an employee who shall 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

A 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. 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.
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 will be available in a reasonable time. The CITY shall notify the employee of his or her disciplinary grievance rights in the discipline letter.

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 department head or department head's designee by submitting a written appeal within ten (10) business 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 department head or designee may conduct an informal hearing with the aggrieved employee and representatives for the CITY pertaining to the discipline. Within twenty (20) business days after the receipt of the written appeal, the department head or the designee shall issue a decision.

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

- 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) to the Employee Appeals Board. The 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..
- 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 hearing officer 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 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 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, 2005, through June 30, 2008, 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, 2003.

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.

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.

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 day of June 2005, 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 July 1, 2005, through June 30, 2006**

<b>Step/ Grade</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>
201	\$7.07	\$7.31	\$7.56	\$7.83	\$8.10	\$8.39	\$8.71	\$8.99	\$9.34	\$9.68
202	\$7.29	\$7.57	\$7.80	\$8.08	\$8.36	\$8.66	\$8.98	\$9.29	\$9.64	\$9.97
203	\$7.50	\$7.79	\$8.07	\$8.35	\$8.64	\$8.94	\$9.29	\$9.62	\$9.96	\$10.32
204	\$7.76	\$8.02	\$8.32	\$8.62	\$8.93	\$9.25	\$9.57	\$9.93	\$10.30	\$10.68
205	\$8.01	\$8.31	\$8.60	\$8.90	\$9.23	\$9.55	\$9.91	\$10.28	\$10.67	\$11.06
206	\$8.27	\$8.58	\$8.88	\$9.20	\$9.52	\$9.88	\$10.25	\$10.61	\$11.00	\$11.42
207	\$8.55	\$8.87	\$9.18	\$9.50	\$9.85	\$10.22	\$10.60	\$10.99	\$11.40	\$11.81
208	\$8.84	\$9.16	\$9.46	\$9.82	\$10.20	\$10.55	\$10.95	\$11.36	\$11.77	\$12.21
209	\$9.12	\$9.45	\$9.80	\$10.14	\$10.53	\$10.90	\$11.30	\$11.75	\$12.17	\$12.64
210	\$9.41	\$9.77	\$10.12	\$10.48	\$10.88	\$11.28	\$11.69	\$12.16	\$12.61	\$13.07
211	\$9.72	\$10.08	\$10.45	\$10.84	\$11.24	\$11.65	\$12.09	\$12.55	\$13.02	\$13.31
212	\$10.05	\$10.43	\$10.82	\$11.22	\$11.65	\$12.06	\$12.52	\$12.99	\$13.48	\$13.99
213	\$10.41	\$10.79	\$11.17	\$11.59	\$12.03	\$12.49	\$12.94	\$13.45	\$13.95	\$14.50
214	\$10.76	\$11.16	\$11.58	\$12.03	\$12.50	\$12.96	\$13.47	\$13.99	\$14.55	\$15.13
215	\$11.12	\$11.53	\$11.98	\$12.43	\$12.91	\$13.42	\$13.94	\$14.49	\$15.06	\$15.64
216	\$11.50	\$11.94	\$12.40	\$12.89	\$13.37	\$13.92	\$14.45	\$15.02	\$15.59	\$16.23
217	\$11.90	\$12.36	\$12.83	\$13.34	\$13.86	\$14.38	\$14.95	\$15.53	\$16.16	\$16.81
218	\$12.31	\$12.78	\$13.29	\$13.80	\$14.34	\$14.90	\$15.47	\$16.09	\$16.74	\$17.39
219	\$12.73	\$13.23	\$13.74	\$14.28	\$14.84	\$15.42	\$16.03	\$16.66	\$17.32	\$18.00
220	\$13.18	\$13.70	\$14.22	\$14.79	\$15.37	\$15.97	\$16.60	\$17.26	\$17.95	\$18.67
221	\$13.63	\$14.22	\$14.80	\$15.42	\$16.08	\$16.78	\$17.48	\$18.25	\$19.02	\$19.85
222	\$14.10	\$14.69	\$15.32	\$15.97	\$16.64	\$17.37	\$18.12	\$18.87	\$19.70	\$20.54
223	\$14.60	\$15.23	\$15.89	\$16.55	\$17.26	\$18.00	\$18.77	\$19.57	\$20.42	\$21.31
224	\$15.12	\$15.77	\$16.44	\$17.13	\$17.87	\$18.62	\$19.44	\$20.29	\$21.16	\$22.08
225	\$15.66	\$16.33	\$17.02	\$17.76	\$18.52	\$19.32	\$20.13	\$21.02	\$21.93	\$22.88



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

**Effective July 1, 2005, through June 30, 2006**

<b>Step/ Grade</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>
201	\$1,225	\$1,267	\$1,310	\$1,357	\$1,404	\$1,454	\$1,510	\$1,558	\$1,619	\$1,678
202	\$1,264	\$1,312	\$1,352	\$1,401	\$1,449	\$1,501	\$1,557	\$1,610	\$1,671	\$1,728
203	\$1,300	\$1,350	\$1,399	\$1,447	\$1,498	\$1,550	\$1,610	\$1,667	\$1,726	\$1,789
204	\$1,345	\$1,390	\$1,442	\$1,494	\$1,548	\$1,603	\$1,659	\$1,721	\$1,785	\$1,851
205	\$1,388	\$1,440	\$1,491	\$1,543	\$1,600	\$1,655	\$1,718	\$1,782	\$1,849	\$1,917
206	\$1,433	\$1,487	\$1,539	\$1,595	\$1,650	\$1,713	\$1,777	\$1,839	\$1,907	\$1,979
207	\$1,482	\$1,537	\$1,591	\$1,647	\$1,707	\$1,771	\$1,837	\$1,905	\$1,976	\$2,047
208	\$1,532	\$1,588	\$1,640	\$1,702	\$1,768	\$1,829	\$1,898	\$1,969	\$2,040	\$2,116
209	\$1,581	\$1,638	\$1,699	\$1,758	\$1,825	\$1,889	\$1,959	\$2,037	\$2,109	\$2,191
210	\$1,631	\$1,693	\$1,754	\$1,817	\$1,886	\$1,955	\$2,026	\$2,108	\$2,186	\$2,265
211	\$1,685	\$1,747	\$1,811	\$1,879	\$1,948	\$2,019	\$2,096	\$2,175	\$2,257	\$2,307
212	\$1,742	\$1,808	\$1,875	\$1,945	\$2,019	\$2,090	\$2,170	\$2,252	\$2,337	\$2,425
213	\$1,804	\$1,870	\$1,936	\$2,009	\$2,085	\$2,165	\$2,243	\$2,331	\$2,418	\$2,513
214	\$1,865	\$1,934	\$2,007	\$2,085	\$2,167	\$2,246	\$2,335	\$2,425	\$2,522	\$2,623
215	\$1,927	\$1,999	\$2,077	\$2,155	\$2,238	\$2,326	\$2,416	\$2,512	\$2,610	\$2,711
216	\$1,993	\$2,070	\$2,149	\$2,234	\$2,317	\$2,413	\$2,505	\$2,603	\$2,702	\$2,813
217	\$2,063	\$2,142	\$2,224	\$2,312	\$2,402	\$2,493	\$2,591	\$2,692	\$2,801	\$2,914
218	\$2,134	\$2,215	\$2,304	\$2,392	\$2,486	\$2,583	\$2,681	\$2,789	\$2,902	\$3,014
219	\$2,207	\$2,293	\$2,382	\$2,475	\$2,572	\$2,673	\$2,779	\$2,888	\$3,002	\$3,120
220	\$2,285	\$2,375	\$2,465	\$2,564	\$2,664	\$2,768	\$2,877	\$2,992	\$3,111	\$3,236
221	\$2,363	\$2,465	\$2,565	\$2,673	\$2,787	\$2,909	\$3,030	\$3,163	\$3,297	\$3,441
222	\$2,444	\$2,546	\$2,655	\$2,768	\$2,884	\$3,011	\$3,141	\$3,271	\$3,415	\$3,560
223	\$2,531	\$2,640	\$2,754	\$2,869	\$2,992	\$3,120	\$3,253	\$3,392	\$3,539	\$3,694
224	\$2,621	\$2,733	\$2,850	\$2,969	\$3,097	\$3,227	\$3,370	\$3,517	\$3,668	\$3,827
225	\$2,714	\$2,831	\$2,950	\$3,078	\$3,210	\$3,349	\$3,489	\$3,643	\$3,801	\$3,966

**APPENDIX A-2—100 SERIES PAY SCHEDULE**

**Effective July 1, 2005, through June 30, 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	\$1,595	\$9.64	\$1,671	\$10.08	\$1,747	\$10.49	\$1,818	\$11.01	\$1,908
102	\$9.45	\$1,638	\$9.92	\$1,719	\$10.37	\$1,797	\$10.82	\$1,875	\$11.34	\$1,966
103	\$9.72	\$1,685	\$10.20	\$1,768	\$10.90	\$1,889	\$11.12	\$1,927	\$11.65	\$2,019
104	\$10.01	\$1,735	\$10.48	\$1,817	\$10.96	\$1,900	\$11.45	\$1,985	\$12.00	\$2,080
105	\$10.29	\$1,784	\$10.79	\$1,870	\$11.28	\$1,955	\$11.76	\$2,038	\$12.33	\$2,137
106	\$10.56	\$1,830	\$11.11	\$1,926	\$11.61	\$2,012	\$12.09	\$2,096	\$12.69	\$2,200
107	\$10.85	\$1,881	\$11.37	\$1,971	\$11.91	\$2,064	\$12.41	\$2,151	\$13.03	\$2,259
108	\$11.20	\$1,941	\$11.75	\$2,037	\$12.28	\$2,129	\$12.83	\$2,224	\$13.46	\$2,333
109	\$11.51	\$1,995	\$12.07	\$2,092	\$12.66	\$2,194	\$13.20	\$2,288	\$13.86	\$2,402
110	\$11.85	\$2,054	\$12.43	\$2,155	\$13.04	\$2,260	\$13.60	\$2,357	\$14.28	\$2,475
111	\$12.21	\$2,116	\$12.80	\$2,219	\$13.42	\$2,326	\$13.99	\$2,425	\$14.68	\$2,545
112	\$12.55	\$2,175	\$13.18	\$2,285	\$13.81	\$2,394	\$14.40	\$2,496	\$15.14	\$2,624
113	\$12.90	\$2,236	\$13.55	\$2,349	\$14.22	\$2,465	\$14.84	\$2,572	\$15.56	\$2,697
114	\$13.31	\$2,307	\$13.97	\$2,421	\$14.62	\$2,534	\$15.28	\$2,649	\$16.05	\$2,782
115	\$13.69	\$2,373	\$14.38	\$2,493	\$15.06	\$2,610	\$15.72	\$2,725	\$16.53	\$2,865
116	\$14.09	\$2,442	\$14.81	\$2,567	\$15.52	\$2,690	\$16.21	\$2,810	\$17.02	\$2,950
117	\$14.51	\$2,515	\$15.25	\$2,643	\$15.98	\$2,770	\$16.68	\$2,891	\$17.54	\$3,040
118	\$14.94	\$2,590	\$15.71	\$2,723	\$16.46	\$2,853	\$17.19	\$2,980	\$18.07	\$3,132
119	\$15.41	\$2,671	\$16.18	\$2,805	\$16.97	\$2,941	\$17.74	\$3,075	\$18.64	\$3,231
120	\$15.85	\$2,747	\$16.66	\$2,888	\$17.47	\$3,028	\$18.25	\$3,163	\$19.17	\$3,323
121	\$16.30	\$2,825	\$17.13	\$2,969	\$18.00	\$3,120	\$18.80	\$3,259	\$19.75	\$3,423
122	\$16.81	\$2,914	\$17.66	\$3,061	\$18.52	\$3,210	\$19.35	\$3,354	\$20.36	\$3,529
123	\$17.32	\$3,002	\$18.18	\$3,151	\$19.09	\$3,309	\$19.96	\$3,460	\$20.99	\$3,638
124	\$17.82	\$3,089	\$18.76	\$3,252	\$19.67	\$3,409	\$20.54	\$3,560	\$21.60	\$3,744
125	\$18.38	\$3,186	\$19.33	\$3,351	\$20.28	\$3,515	\$21.18	\$3,671	\$22.29	\$3,864

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

Memorandum of Understanding approved by the City Council in Salt Lake City Ordinance No. \_\_\_ of 2005 between Salt Lake City Corporation and Local 1004 of the American Federation of State, County and Municipal Employees (AFSCME), as the certified bargaining representative for the "100 Series" employees.

SECTION 2. APPROPRIATION. The City Council hereby appropriates necessary funds to implement, for fiscal year 2005-2006, the provisions of the Memorandum of Understanding between Salt Lake City Corporation and Local 1004 of the American Federation of State, County and Municipal Employees (AFSCME), representing the "100 Series" employees as approved by the City Council in Salt Lake City Ordinance No. \_\_\_ of 2005.

SECTION 3. AUTHORIZATION. The Mayor of Salt Lake City, Utah is hereby authorized to act in accordance with the terms and conditions of the attached Memorandum of Understanding between the City and Local 1004 of the American Federation of State, County and Municipal Employees (AFSCME).

SECTION 4. EFFECTIVE DATE. This ordinance shall be deemed effective on July 1, 2005.

Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
CHAIRPERSON



ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

Transmitted to the Mayor on \_\_\_\_\_.

Mayor's Action: \_\_\_\_ Approved. \_\_\_\_ Vetoed.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 4-25-05  
By [Signature]

(SEAL)

Bill No. \_\_\_\_\_ of 2005.  
Published: \_\_\_\_\_.

SALT LAKE CITY ORDINANCE

No. \_\_\_\_\_ of 2005

(Appropriating necessary funds to implement, for fiscal year 2005-2006, the provisions of the Memorandum of Understanding between Salt Lake City Corporation and Local 1004 of the American Federation of State, County and Municipal Employees (AFSCME), representing the "200 Series" City Employees)

AN ORDINANCE APPROPRIATING NECESSARY FUNDS TO IMPLEMENT, FOR FISCAL YEAR 2005-2006, THE PROVISIONS OF THE MEMORANDUM OF UNDERSTANDING BETWEEN SALT LAKE CITY CORPORATION AND LOCAL 1004 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), REPRESENTING THE "200 SERIES" CITY EMPLOYEES, DATED ON OR ABOUT JULY 1, 2005.

PREAMBLE

The City Council, in Salt Lake City Ordinance No. \_\_\_ of 2005, approved a Memorandum of Understanding between Salt Lake City Corporation and Local 1004 of the American Federation of State, County and Municipal Employees (AFSCME), as the certified bargaining representative for the "200 Series" City employees. The Memorandum of Understanding is a \_\_\_ year agreement. The Memorandum of Understanding is subject to appropriation of funds by the City Council. The City Council, therefore, wishes to appropriate funds to implement the provisions of the Memorandum of Understanding for fiscal year 2005-2006.

Be it ordained by the City Council of Salt Lake City, Utah:

SECTION 1. PURPOSE. The purpose of this ordinance is to appropriate necessary funds to implement, for fiscal year 2005-2006, the provisions of the

Memorandum of Understanding approved by the City Council in Salt Lake City Ordinance No. \_\_\_ of 2005 between Salt Lake City Corporation and Local 1004 of the American Federation of State, County and Municipal Employees (AFSCME), as the certified bargaining representative for the "200 Series" employees.

SECTION 2. APPROPRIATION. The City Council hereby appropriates necessary funds to implement, for fiscal year 2005-2006, the provisions of the Memorandum of Understanding between Salt Lake City Corporation and Local 1004 of the American Federation of State, County and Municipal Employees (AFSCME), representing the "200 Series" employees as approved by the City Council in Salt Lake City Ordinance No. \_\_\_ of 2005.

SECTION 3. AUTHORIZATION. The Mayor of Salt Lake City, Utah is hereby authorized to act in accordance with the terms and conditions of the attached Memorandum of Understanding between the City and Local 1004 of the American Federation of State, County and Municipal Employees (AFSCME).

SECTION 4. EFFECTIVE DATE. This ordinance shall be deemed effective on July 1, 2005.

Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

Transmitted to the Mayor on \_\_\_\_\_.

Mayor's Action: \_\_\_\_\_ Approved. \_\_\_\_\_ Vetoed.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

(SEAL)

Bill No. \_\_\_\_\_ of 2005.  
Published: \_\_\_\_\_.

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 4-25-05  
By [Signature]

SALT LAKE CITY ORDINANCE  
No. \_\_\_\_\_ of 2005  
(Approving the Compensation Plan for  
"600 Series and 300 Series" Employees  
of Salt Lake City)

AN ORDINANCE APPROVING A COMPENSATION PLAN FOR "600  
SERIES AND 300 SERIES" EMPLOYEES.

Be it ordained by the City Council of Salt Lake City, Utah:

SECTION 1. PURPOSE. The purpose of this Ordinance is to approve the attached Compensation Plan for "600 Series and 300 Series" Employees. Three copies of said Compensation Plan shall be maintained in the City Recorder's Office for public inspection.

SECTION 2. APPLICATION. The Compensation Plan shall not apply to employees whose employment terminated prior to the effective date of this Ordinance.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be deemed effective on July 1, 2005.

Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

COMPENSATION PLAN FOR SALT LAKE CITY CORPORATION "600 SERIES" AND "300 SERIES" EXEMPT AND NON-EXEMPT PROFESSIONAL EMPLOYEES:

I. EFFECTIVE DATE

The provisions of this plan shall be effective, commencing ~~July 1~~ June 19, 2004 ~~2005~~.

II. EMPLOYEES COVERED BY THIS PLAN

Employees subject to this plan shall be Full-Time, Regular Part-Time and Job Sharing City employees, classified as "600 Series" and "300 Series" "Exempt and Non-Exempt Professional" employees. Employees are not covered by the paid leave and longevity payment provisions of this plan while they are on unpaid leave of absence. However, employees on an unpaid military leave of absence may be entitled to the restoration of certain leave benefits as provided by city ordinance.

III. WAGES AND SALARIES

A. Determination.

1. To the degree that funds permit, employees classified as "600 Series" and "300 Series" "Exempt Professional" or "Non-Exempt Professional" employees shall be paid compensation that:
  - a. Is commensurate with the skills and abilities required of the position.
  - b. Is competitive with the compensation paid by other public and private employers with whom the City competes for personnel recruitment and retention.
2. Compensation surveys, which are used to determine comparability, shall include a reasonable cross section of comparable benchmark positions in organizations with whom the City competes for personnel recruitment and retention.
3. Compensation surveys shall measure total compensation including salaries and wages, bonuses, paid leave, group insurance plans, retirement, and all other benefits.
4. The compensation plans may provide salary range widths that reflect the normal growth and productivity potential of employees within a job classification.
5. The Mayor shall develop policies and guidelines for the administration of the pay plans.
6. The pay administration policies may provide for annual salary adjustments which, subject to availability of funds, generally reflect the practices of private enterprise to allow for faster salary growth in the bottom half of pay ranges, and slower growth in the upper half, as warranted by maturity

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 25 APRIL 2005  
By [Signature]

of job skills within a job classification and satisfactory performance of job duties and responsibilities.

B. Schedules.

1. Employees shall, for purposes of this compensation plan and its wage schedules, be referred to as either "Exempt Professional" (600 Series) employees or "Non-Exempt Professional" (300 Series) employees.
  - a. As used in this Compensation Plan, "Exempt Professional" employees shall mean Professional employees who are defined by §213 of the Fair Labor Standards Act (the "Act") as exempt from the Act's overtime provisions.
  - b. As used in this Compensation Plan, "Non-Exempt Professional" employees shall mean Professional employees who are covered by the overtime provisions of the Act.
2. Effective ~~July 1 June 19, 2004~~ 2005, Full-Time "600 Series" Exempt Professional employees shall be paid compensation according to the wage salary schedule attached as Appendix "A."
3. Effective ~~July 1 June 19, 2004~~ 2005, Full-Time "300 Series" Non-Exempt Professional employees shall be paid compensation according to the salary schedule attached as Appendix "B."

- C. Other Compensation. The foregoing shall not restrict the Mayor from distributing appropriated monies to employees of the City in the form of retention incentives or retirement contributions; or special lump sum supplemental payments in recognition of weather-related emergencies, special projects or other extraordinary circumstances. Retention incentives or special lump sum payments are recommended by the department directors and are subject to the Mayor's approval. Additionally, nothing in the foregoing shall restrict the Mayor from classifying or advancing employees under rules established by the Mayor.

IV. LONGEVITY PAY

- A. Eligibility. Full-Time employees who have completed 6 full years of employment with the City, shall receive a monthly longevity benefit in the sum of \$50.00. Said benefit shall be \$75.00 per month for employees who have completed 10 full years of employment with the City. Said benefit shall be \$100.00 per month for employees who have completed 16 full years of employment with the City. Said benefit shall be \$125.00 per month for employees who have completed 20 full years of employment with the City. The computation of longevity pay shall be based on the most recent date the person became a Full-Time salaried employee.
- B. Pension Base Pay. Longevity paid to Full-Time employees pursuant to paragraph IV.A shall be deemed included within base pay for purposes of pension contributions.
- C. The benefit under this Article IV is paid pro-rata each bi-weekly pay period, based on the most recent date the person became a full-time salaried employee. Employees do not earn or receive longevity payments while on unpaid leave of absence. Upon return from an approved, unpaid leave of absence, longevity

payments will resume on the same basis as if the employee had not been on such leave of absence.

#### V. OVERTIME COMPENSATION

Payment of Overtime Compensation. Non-exempt "300 Series" employees who are authorized and required by their supervisors to perform City work on an overtime basis as defined by the Fair Labor Standards Act shall be compensated by pay or compensatory time off. Except for paid holiday hours, only hours actually worked shall be used in the calculation of overtime. It shall be at the discretion of the Department Director, subject to the limitations of the Fair Labor Standards Act and City policy, to determine whether an employee receives cash payment or compensatory time off. All overtime work must be pre-authorized. In no case shall overtime compensation exceed the rate of 1-1/2 times an employee's regular hourly rate of pay.

#### VI. EDUCATION AND TRAINING PAY

Education Incentives. The Mayor may adopt programs to promote employee education and training, provided that all compensation incentives under such programs are authorized within appropriate budget limitations established by the City Council.

#### VII. WAGE DIFFERENTIALS

- A. Call-back and Standby. Full-Time "300 Series" employees may receive call-back and standby compensation based on Department Director approval and the following guidelines:
1. Employees who have been released from normally scheduled work and standby periods and who return to their normal work site upon direction of an appropriate department head or designated representative, prior to their next normal duty shift and without advanced notice or scheduling, shall receive a minimum of three (3) hours straight-time pay and shall be guaranteed a minimum four (4) hours work or straight-time pay thereof.
  2. Full-Time "300 Series" employees may be eligible for: (1) 2 hours of straight time pay for each 24 hour period of limited standby status; or (2) 2 hours straight time pay for each 12 hour period of limited standby status if they are Department of Airports and Public Utilities Department employees.
- B. Shift Allowance. Full-Time "600 Series" employees who work a regularly scheduled swing shift or night shift during a month will receive a monthly allowance of \$120.00. See paragraph D. below.
- C. Shift Differential. Full-Time "300 Series" employees who work a regularly scheduled swing shift or night shift will receive a differential of \$.68 an hour. See paragraph D below.
- D. For purposes of paragraphs B. and C. above, a regularly scheduled swing shift or night shift means a regularly scheduled shift that starts between 12:00 noon and 5:59 a.m. However, if an employee requests a start time falling within this period



that is not the regular start time otherwise designated by the City, and the granting of such request will not compromise the City's needs, then the request may be granted without shift differential. The request must be in writing and signed by the employee.

- E. Acting/Working out of Classification. From time to time, employees may be asked to temporarily assume some or all of the duties of a supervisor or other team member in that person's absence. Employees who feel that they are asked to perform the duties of a position in a higher classification, should discuss the matter with the person to whom they report during the temporary assignment. With guidance from the department head, said person will decide—on the basis of how much responsibility is assumed and the length of the temporary assignment—whether additional compensation is warranted. Where the department and the employee disagree on the decision, and provided the temporary assignment lasts for at least 20 working days, the employee may request a review by the Division of Human Resource Management. Compensation adjustments made under this paragraph VII.D. may be retroactive.
- F. Snowfighter Pay for Full-Time "300 Series" Employees Designated by the City. Full-Time "300 Series" employees designated by the ~~CITY~~ City as members of the Snow Fighter Corps shall receive a pay differential equal to \$300 per month for the snowfighter season (November 96, 2004-2005 to February 2825, 20052006), not to exceed \$1,200 during each fiscal year of this compensation plan. Such pay differential shall be 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 Snowfighter Corps by department seniority on a volunteer basis. If the ~~CITY~~ City does not have enough volunteers to staff a snowfighter crew, as determined by the supervisor or department head, employees shall be assigned on a department seniority basis with the junior employees assigned first.

Provided, however, that any employee otherwise qualified for the allowance, who is absent from normal scheduled work more than 10 working days in a month, shall be ineligible to receive the allowance for that month. Vacation and compensatory time shall not be considered as absent work days for purposes of determining eligibility for the allowance described in this article VII. F.

## VIII. ALLOWANCES

- A. Meal Allowance. Employees shall be eligible for meal allowances in the amount of \$8.00 when said employees work 2 or more hours consecutive to their normally scheduled shift, as pre-approved by their supervisor. Said employees may also receive \$8.00 for each additional 4 hour consecutive period of work which is in addition to the normally scheduled work shift, as preapproved by their supervisor.
- B. Business Expenses. City policy shall govern the authorization of employee advancement or reimbursement for actual expenses reasonably incurred in the performance of City business. Advancement or reimbursement shall be approved only for expenses documented and authorized in advance within budget limitations established by the City Council.
- C. Automobiles.

1. The Mayor may authorize, subject to the conditions provided in City policy, an employee to utilize a City vehicle on a take-home basis, and may require said employee to reimburse the City for a portion of the take-home vehicle cost as provided in City ordinance.
  2. Employees who are authorized to use, and who do use, privately owned automobiles for official City business shall be reimbursed for the operation expenses of said automobiles at the rate specified in City policy.
- D. Uniform Allowance. Employees shall be provided the following monthly uniform allowances when required to wear uniforms in the performance of their duties:
1. Field Supervisor (Parking Enforcement) -- \$50.00
  2. Non-sworn Police and Fire Department employees -- \$50.00.
  3. Watershed Management Division Personnel -- \$50.00
  4. Uniform allowances are provided if the employees maintain their uniforms in reasonably good, clean, neat and pressed condition. Uniforms shall have proper identification and insignias and shall not be frayed or unsightly. Uniforms shall be in compliance with applicable Department department regulations. Failure to maintain the uniform in accordance with the above shall be grounds for forfeiture of uniform allowances provided in this paragraph VIII.D.
- E. Allowances for Golf Professionals. The Mayor may, within budgeted appropriations, authorize golf lesson revenue sharing between the City and employees classified as golf professionals and assistant golf professionals as business needs and market surveys dictate.

#### IX. HOURS OF SERVICE – 300 SERIES EMPLOYEES

- A. Hours Worked. For Full-Time “300 Series” employees, 7 days shall constitute a workweek and 40 hours shall constitute a normal work schedule. Exceptions may be permitted with approval of the Director of Human Resource Management. Overtime work is to be discouraged. In case of unforeseen circumstances or whenever public interest demands, an employee may be required by a Department Director to perform overtime work.

This paragraph shall not be construed to limit or prevent the City from changing or establishing work schedules and shifts as the need arises or to guarantee employees 40 hours work per week. The City may adopt variable work week schedules including 8 hour, 10 hour, 12 hour or other approved shifts. It is the City’s intent to give reasonable notice of any work schedule and shift changes to all affected employees. A shift change shall mean a change from one permanent shift (day shift, swing shift, graveyard shift) to another permanent shift.

- B. Rest Periods. Employees shall be entitled to a 15 minute rest period during each 4-hour working period, which time shall be included within the work shift, except where extraordinary circumstances render such break impracticable. A reasonable effort shall be made to provide such breaks near the middle of each 4-hour work period; provided, however, there shall be no additional compensation paid to employees electing or required to forego such rest period. Rest periods provided

herein shall be counted as time worked for purposes of computing overtime compensation.

- C. Meal Period. Employees shall be granted a lunch period not to exceed sixty (60) minutes during each work shift; provided, however, said lunch period shall be scheduled in accordance with the operational needs of the ~~Department~~ department as determined by the shift supervisor. An employee shall not be compensated for such periods unless the employee is required by the supervisor to be on the work site, or perform any work during such time. 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. A lunch period where the employee performs no work shall not be counted as time worked for purposes of computing overtime compensation.

## X. HOLIDAYS AND VACATION

Full-Time employees shall receive holidays and vacation as provided in this paragraph X. Employees do not earn or receive holiday and vacation 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.

### A. Holidays.

1. The following days shall be recognized and observed as holidays for Full-Time employees covered by this plan. Such Full-Time employees shall receive their regular rate of pay for each of the unworked holidays:
  - a. New Year's Day, the first day of January.
  - b. Martin Luther King, Jr. Day, the third Monday of January.
  - c. President's Day, the third Monday in February.
  - d. Memorial Day, the last Monday of May.
  - e. Independence Day, the fourth day of July.
  - f. Pioneer Day, the twenty-fourth day of July.
  - g. Labor Day, the first Monday in September.
  - h. Veteran's Day, the eleventh day of November.
  - i. Thanksgiving Day, the fourth Thursday in November.
  - j. The Friday after Thanksgiving Day. (floating holiday, see explanation below.)
  - k. Christmas Day, the twenty-fifth day of December.
  - l. One personal holiday, taken upon request of the employee and at the discretion of the supervisor.

2. When any holiday listed above falls on a Sunday, the following business day shall be considered a holiday. When any holiday listed above falls on a Saturday, the preceding business day shall be considered a holiday. In addition to the above, any day may be designated as a holiday by proclamation of the Mayor and/or the City Council.
3. No employee shall receive in excess of one day of holiday pay for a single holiday. Employees must work or be on authorized leave their last scheduled working day before and the next working day following the holiday to qualify for holiday pay.
4. Friday after Thanksgiving Day Holiday Exception. The Friday after Thanksgiving Day may be celebrated within 50 days before the date of its actual occurrence as specified in this paragraph; 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 requests of other employees in the unit. In lieu of taking the Friday after Thanksgiving Day as a holiday, employees may observe this holiday up to 50 days prior to Thanksgiving Day, provided that the date chosen is approved by the supervisor.

B. Vacations.

1. Full-Time employees shall be entitled to receive their regular salaries during vacation periods earned and taken in accordance with the provisions in this paragraph; provided, that no employee shall be entitled to use any vacation unless the employee has successfully completed his or her initial probationary period.
2. For Full-Time employees, the following schedule shall apply:

<u>Years of City Service</u>	<u>Hours of Vacation Accrued Per Biweekly Pay Period</u>
0 to end of year 3	3.08
4 to 6	3.69
7 to 9	4.62
10 to 12	5.54
13 to 15	6.15
16 to 19	6.77
20 or more	7.69

For any plan year in which there are 27 pay periods, no vacation leave hours will be awarded on the 27<sup>th</sup> pay period.

Years of City Service shall be based on the most recent date the person became a Full-Time salaried employee.

3. Full-Time employees may accumulate vacations, according to the length of their full-time years of City Service up to the following maximum limits:

Up to and including 9 years                      Up to 30 days (240 hours)

After 9 years    Up to 35 days (280 hours)

After 14 years    Up to 40 days (320 hours)

"Days," herein, means "8-hour" days.

Any vacation accrued beyond said maximums shall be deemed forfeited unless utilized prior to the end of the calendar year in which the maximum has been accrued. However, in the case of an employee returning from an unpaid military leave of absence, related provisions under city ordinance shall apply.

Years of City Service shall be based on the most recent date the person became a Full-Time salaried-employee.

4. Vacation Buy Back. The City may purchase within any calendar year up to, but not exceeding, 80 hours of accrued vacation time, to which an employee is entitled, with the consent of said employee and upon favorable written recommendation of the employee's Department Director and approval of the Chief Administrative Officer.

Said purchase of accrued vacation time may be authorized, in the discretion of the City, when, in its judgment, it is demonstrated that:

- a. The cash payment in lieu of vacation time use shall not interfere with an employee's performance or create an unreasonable hardship on said employee;
- b. There is a demonstrated need for the City to retain the services of the employee for said vacation time;
- c. There are sufficient funds in the Department budget to pay for the vacation time as certified by the City Management Services Director or designee, without disturbing or interfering with the delivery of City services; and
- d. The amount to be paid for any such purchase of vacation time as provided herein shall be based on the wage or salary rate of the said employee at the date of approval by the City.

The City shall make a diligent effort to provide employees their 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.

XI. SICK AND OTHER RELATED LEAVE OR PERSONAL LEAVE.

- A. Benefits in this section are for the purpose of continuing income to employees during absence due to illness, accident or personal reasons. Some of these absences may qualify under the Family and 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 D 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 Compensation Plan. Employees do not earn or receive leave benefits under this Section XI. 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.
- B. Full-Time employees shall receive benefits in this section either under a plan as provided in paragraph XI.D. (Plan "A"), or as provided in paragraph XI.E. (Plan "B").
- C. Employees hired on or after November 16, 1997 shall participate in Plan B. All other employees shall participate in the plan they participated in on November 15, 1998.
- D. Plan "A."
  - 1. Sick Leave.
    - a. Sick leave shall be provided for Full-Time employees under this Plan "A" as insurance against loss of income when an employee is unable to perform assigned duties because of illness or injury. The Mayor may establish rules governing the interfacing of sick leave and Workers' Compensation benefits and avoiding, to the extent allowable by law, duplicative payments.
    - b. Each Full-Time employee shall accrue sick leave at a rate of 4.62 hours per pay period. For any plan year in which there are 27 pay periods, no sick leave hours will be awarded on the 27<sup>th</sup> pay period. Authorized and unused sick leave may be accumulated from year to year, subject to the limitations of this plan.
    - c. Under this Plan "A," Full-Time employees who have accumulated 240 hours of sick leave may choose to convert up to 64 hours of the sick leave earned and unused during any given year to vacation. Any sick leave used during the calendar year reduces the allowable conversion by an equal amount.
    - d. Conversion at the maximum allowable hours will be made unless the employee elects otherwise. Any election by an employee for no conversion, or to convert less than the maximum allowable sick leave hours to vacation time, must be made by notifying his or her

Personnel/Payroll Administrator, in writing, not later than the second payperiod of the new calendar year. Otherwise, the opportunity to waive conversion or elect conversion other than the maximum allowable amount shall be deemed waived for that calendar year. In no event shall sick leave days be converted from other than the current year's sick leave allocation.

- e. Any sick leave hours, properly converted to vacation benefits as above described, shall be taken prior to any other vacation hours to which the employee is entitled; provided, however, that in no event shall an employee be entitled to any pay or compensation upon an employee's separation for any sick leave converted to vacation. Any sick leave converted to vacation remaining unused at the date of separation shall be forfeited by the employee.

2. Hospitalization Leave

- a. Hospitalization leave shall be provided for Full-Time employees under this Plan "A," in addition to sick leave authorized hereunder, as insurance against loss of income when employees are unable to perform assigned duties because of scheduled surgical procedures, urgent medical treatment, or hospital inpatient admission.
- b. Employees shall be entitled to 30 days of hospitalization leave each calendar year. Hospitalization leave shall not accumulate from year to year. 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.
- c. Employees who are unable to perform their duties during a shift due to preparations (such as fasting, rest, or ingestion of medicine); ~~for or participation in,~~ a scheduled surgical procedure, may report the absence from the affected shift as hospitalization leave, with the prior approval of their division head or supervisor.
- d. 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. The employee is responsible to report the receipt of urgent medical treatment to the employee's Division head or supervisor as soon as practical. For purposes of use of ~~Hospital~~ Hospitalization Leave, urgent medical treatment includes at-home care directed by a physician immediately after the urgent medical treatment and within the affected shift.
- e. Employees who are admitted as an inpatient to a hospital for medical treatment, so they are unable to perform their duties, may report the absence from duty while in the hospital as hospitalization leave.

- f. 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.
- g. An employee requesting hospitalization leave under this section may be required to provide verification of treatment or care from a competent medical practitioner.

3. Bereavement Leave

- a. Under this Plan "A" time off with pay will 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, brother-in-law, sister-in-law, grandfather, step-grandfather, grandmother, step-grandmother, grandchild, or stepgrandchild, stepchild, stepmother, stepfather, stepbrother or stepsister. In the event of death in any of these instances, the employee will be paid their regular base pay for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. Employees will be permitted one additional day of funeral or memorial service leave on the day following the service if: such service is held more than 150 miles distance from Salt Lake City; the employee attends the service; and the day following the service is a regular work shift. Satisfactory proof of such death, together with the date thereof, the date and location of the service, and the date of burial, must, on request, be furnished by the employees to their supervisor.
- b. In the event of death of an uncle, aunt, niece, nephew, or first cousin to the respective employee, said employee will be paid for time off from scheduled working hours while attending the funeral or memorial service for such person, not to exceed one shift.
- c. In the event of death of friends or relatives not listed above, an employee may be granted time off without pay, not to exceed four hours, or may use available vacation leave while attending the funeral or memorial service for such person, subject to the approval of his or her immediate supervisor.
- d. In the event the death of any member of the immediate family as set forth in this paragraph XI.D.3(a) occurs while an employee is on vacation, his or her vacation will be extended by the amount of time authorized as bereavement leave under said paragraph.
- e. The provisions of this paragraph shall not be applicable to employees who are on leave of absence other than vacation leave.

4. Dependent Leave.



- a. Under Plan "A," dependent leave may be requested by a Full-Time employee covered by this Compensation Plan for the following FMLA-qualifying reasons:
  1. Becoming a parent through birth or adoption of a child or children.
  2. Placement of a foster child in the employee's home.
  3. Due to the care of the employee's child, spouse, or parent with a serious health condition.
- b. Under Plan "A," dependent leave may also be requested by a Full-Time employee to care for an employee's child, spouse or a parent who is ill or injured but who does not have a serious health condition.
- c. The following provisions apply to the use of dependent leave by a Full-Time employee:
  1. Dependent leave may be granted with pay on a straight time basis.
  2. If the employee has available unused sick leave, the employee shall be entitled to use as dependent leave such unused sick leave.
  3. The employee shall give notice of the need to take dependent leave and the expected duration of such leave to to his or her supervisor as soon as possible under the circumstances.
  4. The employee shall provide, upon request of the supervisor, certification of birth or evidence of a child placement for adoption, or a letter from the attending physician in the event of hospitalization, injury or illness of a child, spouse or parent within five calendar days following termination of such leave.
  5. An employee's sick leave shall be reduced by the number of hours taken by an employee as dependent leave under this paragraph provided, however, that up to 40 hours of dependent leave used during the calendar year will not affect the sick leave conversion options as outlined in paragraph XI.D.1.c.
  6. Probationary employees are not eligible for dependent leave.
5. Career Incentive Leave, Plan "A." Full-Time employees, who have been in continuous Full-Time employment with the City for more than 20 years, and who have accumulated to their credit 1500 or more sick leave hours, may make a one-time election to convert up to 160 hours of sick leave into 80 hours of paid Career Incentive Leave. Career Incentive Leave must be taken prior to retirement. Sick leave hours converted to Career Incentive Leave will not be eligible for a cash payout upon termination or retirement

even though the employee has unused Career Incentive Leave hours available. This leave can be used for any reason. Requests for Career Incentive Leave must be submitted in writing to the Department Director and be approved subject to the department's business needs (e.g., work schedules and workloads).

6. Retirement Benefit, Plan "A."

- a. Persons who retire under the eligibility requirements of the Utah State Retirement System will be paid in cash at their then current pay scale, a sum equal to their daily rate of pay for 25% of the accumulated sick leave days reserved for the benefit of said employee at the date of the employee's retirement.
- b. In lieu of the above, Full-Time employees may elect to convert the sick leave privilege provided above to hospital and surgical coverage. If such an election is made in writing, 50% of the sick leave hours available at retirement may be converted to a dollar allowance at the time of retirement. The sick leave hours converted to a dollar allowance shall be subject to any state and federal income and social security tax withholding required by law. An employee's available sick leave account balance, computed by the hours therein times the salary rate at the effective date of employment separation, determines the number of months of medical and surgical coverage which may be purchased. The purchase is made on a monthly basis, which shall be computed on a monthly basis of charges against the account balance. If insurance premiums increase, the number of months of coverage will decrease. This provision shall not act to reinstate an employee with sick leave benefits which were in any respect lost, used, or forfeited prior to the effective date of this plan.

E. Plan "B."

- 1. The benefit Plan Year of Plan "B" begins in each calendar year on the first day of the pay-period that includes November 15. Under this Plan "B," paid personal leave shall be provided for employees as insurance against loss of income when an employee needs to be absent from work because of illness or injury, to care for a dependent, or for any other emergency or personal reason. 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 supervisory approval based on the operational requirements of the City and any policies regarding the use of such leave adopted by the department in which the employee works.
- 2. Each Full-Time employee under this Plan "B" shall be awarded personal leave hours based on the following schedule:

Months of Consecutive City Service	Hours of Personal Leave Per Bi-weekly Pay Period
Less than 6	1.54

Less than 24	2.31
24 or more	3.08

For any plan year in which there are 27 pay periods, no personal leave hours will be awarded on the 27<sup>th</sup> pay period.

3. Not later than October 31st in each calendar year, employees covered by Plan "B" may elect, by notifying their Personnel/Payroll Administrator in writing, to:
  - a. Convert any unused personal leave hours available at the end of the first pay period of November to 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 of pay, or
  - b. Carryover to the next calendar year up to 80 unused personal leave hours, or
  - c. Convert a portion of unused personal leave hours, to a lump sum payment as provided in subparagraph (a) above and carry over a portion as provided in subparagraph (b) above.
4. Maximum Accrual. A maximum of 80 hours of personal leave may be carried over to the next plan year. Any personal leave hours unused at the end of the plan year in excess of 80 shall be converted to a lump sum payment as provided in subparagraph 3.a above.
5. Termination Benefits. 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.
6. Conditions on Use of Personal Leave are:
  - a. Minimum use of personal leave is one hour, with supervisory approval.
  - b. Except in unforeseen circumstances, such as emergencies or the employees' inability to work due to their illness or accident, or an unforeseen FMLA-qualifying event, the employees must provide their supervisors with prior notice to allow time for the supervisors to make arrangements necessary to cover the employees' work.
  - c. For leave due to unforeseen circumstances, the employees must give their supervisors as much prior notice as possible.
7. Bereavement Leave.
  - a. Under this Plan "B," time off with pay will 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, brother-in-law, sister-in-law, grandfather, step-grandfather, grandmother, step-grandmother, grandchild, or stepgrandchild, stepchild, stepmother, stepfather, stepbrother or stepsister. In the event of death in any of these instances, the employee will be paid his/her regular base pay for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. Employees will be permitted one additional day of funeral or memorial service leave on the day following the service if: such service is held more than 150 miles distance from Salt Lake City; the employee attends the service; and the day following the service is a regular work shift. Satisfactory proof of such death, together with the date thereof, the date and location of the service, and the date of burial, must, on request, be furnished by the employees to their supervisor.

- b. 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 working hours to attend the funeral or memorial service for such person.
  - c. In the event of 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 funeral or memorial service for such person, subject to the approval of his or hersupervisor.
8. Career Enhancement Leave, Plan "B." A Full-Time employee covered under this Plan "B" is eligible, after 15 years of full time service with the City, to be selected to receive up to two weeks of career enhancement leave. This one-time leave benefit could be used for formal training, informal course of study, job-related travel, internship, mentoring or other activity which could be of benefit to the City and the employee's career development. Selected employees shall receive their full regular salary during the leave. Request for this leave must be submitted in writing to the appropriate ~~Department~~department head, stating the purpose of the request and how the leave is intended to benefit the City. The request must be approved by the ~~Department~~department head and by the Human Resources Director (who will review the request for compliance with the guidelines outlined here).
9. Retirement/Layoff (RL) Benefit, Plan "B."
- a. Full-Time employees currently covered under Plan "B" who were hired before November 16, 1997, and who elected to be covered under Plan "B," shall have a retirement/layoff (RL) account equal to sixty percent of their accumulated unused sick leave hours available on November 16, 1997, minus any hours withdrawn from that account since it was established.
  - b. Full-Time employees who were hired before November 16, 1997 and who elected in 1998 to be covered under Plan "B," shall have a retirement/layoff (RL) account equal to fifty percent of their

accumulated unused sick leave hours available on November 14, 1998, minus any hours withdrawn after the account is established.

c. Payment of the RL Account.

- (1) All of the hours in the RL account shall be payable at retirement or layoff as follows: The employee shall be paid the employee's hourly rate of pay on date of retirement or layoff for each hour in the employee's RL account.
- (2) In the case of retirement only, in lieu of the above, Full-Time employees may elect to convert the RL account payment as provided herein to hospital and surgical coverage. Such payment shall be subject to any state and federal income and social security tax withholding required by law. An employee's available RL account balance, computed by the hours therein times the salary rate at the effective date of employment separation, determines the number of months of medical and surgical coverage that may be purchased. The purchase is made on a monthly basis, which shall be computed on a monthly basis of charges against the account balance. If insurance costs increase, the number of months of coverage will decrease.

d. Hours may be withdrawn from the RL account for emergencies after personal leave hours are exhausted, and with approval of the employee's supervisor. RL account hours may also be used as a supplement to Workers' Compensation benefits which, when added to the employees' Workers' 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 RL account hours to supplement Workers' Compensation benefits.

10. Short Term Disability Insurance, Plan "B." Protection against loss of income when an employee is absent from work due to short term disability shall be provided to Full-Time employees covered under Plan "B" 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 by a medical provider of the City's choosing.

## XII. MILITARY LEAVE AND JURY DUTY

- A. Leave of absence for employees who enter uniformed service. An employee who enters the service of a uniformed services 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 from 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.

- B. Leave while on duty with the armed forces or Utah National Guard. Employees covered by this Plan who are or who shall become members of the reserves of a federal armed forces, including United States Army, United States Navy, United States Marine Corps, United States Air Force, and the United States Coast Guard, or any unit of the Utah National Guard, shall be allowed full pay for all time not in excess of 11 working days per calendar year spent on duty with such agencies. This leave shall be in addition to the annual vacation leave with pay. To qualify, employees claiming the benefit under this provision shall provide documentation to the City demonstrating duty with such agencies. To qualify, duty herein need not be consecutive days of service.
- C. Leave for Jury Duty. Employees shall be entitled to receive and retain statutory juror's fees paid for jury service in the State and Federal Courts subject to the conditions hereinafter set forth. No reduction in an employee's salary or regular wages shall be made for absence from work resulting from such jury service. On those days that an employee is required to report for jury service and is thereafter excused from such service during his or her regular working hours from the City, he or she shall forthwith return to and carry on his or her regular City employment. ~~Employees Failure to so return to work shall result who fail to return to work after being excused from jury service for the day shall be subject to discipline. in the forfeiture of that day's pay by such employee.~~

### XIII. INJURY LEAVE

- A. Injury Leave. The City shall establish rules governing the administration of an injury leave program for employees of the Operations Division of the Department of Airports who are required to carry firearms as part of their jobs, under the following qualifications and restrictions:
1. The disability must have resulted from an injury arising out of the discharge of official duties and/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 medical provider acceptable to the City;
  3. The leave benefit shall not exceed the value of the employee's net salary during the period of absence due to the injury, less all amounts paid or credited to the employee as Workers' Compensation, social security, long term disability or retirement benefits, or any form of governmental relief whatsoever;
  4. The 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;
  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 City's Risk Manager may be reviewed by the ~~Director of the Department of Management Services~~ Chief Administrative Officer who may make recommendations to the Mayor for final decisions;

6. If an employee is eligible for Workers' 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 Management Services to use either accumulated sick leave or hours from the RL account, if applicable, and authorized vacation time to supplement Workers' Compensation so that the employee is receiving the employee's regular net salary.

#### XIV. ADDITIONAL LEAVES OF ABSENCE.

Additional unpaid leaves of absence may be requested in writing and granted to an employee at the discretion of the Department Director.

#### XV. INSURANCE

- A. Group Insurance. Employees of the City will be required to enroll for single coverage in the City's group medical insurance plan in conformity with and under the terms of an insurance plan adopted by the City, as permitted by ordinance. The City will provide a basic term life and accidental death plan. The City will also make available other bona fide benefit programs. Retired City employees and their eligible dependents may also be permitted to participate in the City's medical and dental plans under terms and conditions established by the City. The City shall cause the specific provisions of the group plan to be detailed and made available to the employees. The City will deduct from each payroll all monies necessary to fund the employees' share of insurance coverage and make all payments necessary to fund the plan, within budget limitations established by the City Council.
- B. The City will participate in the Nationwide Post Employment Health Plan, as adopted by the City by ordinance. The City will contribute \$600.08 per year (prorated per employee's biweekly pay period) into each employee's Nationwide Post Employment Health Plan account.

#### XVI. WORKERS' COMPENSATION

In addition to the foregoing, the Mayor may provide for Workers' Compensation coverage to the employees under applicable provisions of State statute.

#### XVII. LONG TERM DISABILITY COMPENSATION

Optional long term disability is available to employees eligible under the City's Long Term Disability Program (Income Protection Program), subject to the terms and conditions of the plan. This program provides continuation of income to employees of the City who are permanently and totally disabled as defined under the program.

#### XVIII. TRANSITIONAL DUTY.

Depending on the City's need or legal requirement, employees may be placed temporarily in a transitional duty position, when illness or injury prevents them from performing their regular duties.

#### XIX. SEPARATION FROM SERVICE

- A. Social Security Adopted. The City hereby adopts the provisions of the Federal Social Security system and applies and extends the benefits of the old age and survivor's insurance of the Social Security Act to employees.
- B. Retirement Programs. The City hereby adopts the Utah State Retirement System for providing retirement pensions to employees covered by the plan. The City may permit or require the participation of employees in its retirement program(s) under terms and conditions established by the Mayor and consistent with state law. Such programs may include:
1. The Utah State Public Employees' Retirement System (Contributory and Non-Contributory)
  2. Deferred Compensation Programs
  3. Retirement Incentive Programs
- C. The 20042005-2005-2006 fiscal year retirement contribution rates for employees covered by this paragraph are shown in Appendix C.
- D. Layoffs. Whenever it is necessary to reduce the number of employees performing an activity or function defined by the Mayor or designee within a City department because of lack of work or lack of funds, the City shall minimize layoffs by readjustment of personnel through reemployment or bumping processes detailed in the City's Layoff Procedure.
1. Whenever layoffs are necessary, emergency, temporary, probationary, hourly and Regular Part-Time employees performing essentially the same duties as the aforesaid work activities or functions being reduced shall be laid off first.
  2. Full-Time salaried employees shall be the last to be laid off in inverse order of the length of service of employees in the same job classification performing the same job functions and duties.
  3. Full-Time salaried employees designated for layoff or actually laid off may request reemployment, or elect to bump if eligible. Once a choice is made, Division of Human Resources staff will focus their effort on the selected option. Under reemployment, the laid off employee may be placed in a vacant equal or lower classification job position, wherever situated in the City, for which the employee is qualified. Vacant means the Division of Human Resource Management has received a request to fill a position. Equal or lower classification 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. Under the bumping option, said employee, within the City department in which the layoff occurs, may bump the least senior, Full-Time employee or probationary employee (in a job position and function previously and actually held by said laid off employee regardless of whether the job title or classification has since changed). The determination as whether the laid off employee is currently qualified for a position will be made by the Division of Human Resources, following the process outlined in the City's Layoff Procedure.



4. Future Application for Employment Once Laid Off. Employees who have not utilized either reemployment or bumping , and who leave the City's payroll will have the right to pre-bid (submit application prior to actual position opening) on positions in the *100 Series* and *200 Series* for a period of two years. They may also apply for 300 Series and 600 Series positions for a two-year period utilizing the City's internal applicant form.
5. Benefits Upon Layoff. Employees who are subject to layoff because of lack of work or lack of funds shall be eligible to receive:
  - a. One hundred percent of their accumulated unused sick leave hours, if covered under paragraph XI.D. (Plan "A"); or
  - b. One hundred percent of their RL account if covered under paragraph XI.E (Plan "B").
  - c. Accrued unused personal leave at 50% of the employees' base hourly rate, if covered under paragraph XI.E (Plan "B").

E. Separation From Employment Due To Resignations Or Otherwise

1. Every employee who is separated from City employment for any reason shall be paid for:
  - a. Earned vacation time accrued, unused, and unforfeited as of the date of termination;
  - b. Unused compensatory time off; and
  - c. If a participant in "Plan B," any accrued and unused personal leave in accordance with paragraph XI.E.5 of this chapter.

XX. RECOGNITION OF THE PROFESSIONAL EMPLOYEES COUNCIL

The City recognizes the Professional Employees Council (PEC) to maximize input into decisions regarding this Compensation Plan.

~~XXI. SENIORITY, PAY PREMIUMS, DIFFERENTIALS AND ALLOWANCES~~

For purposes of this Compensation Plan, "seniority" shall be defined as an employee's continuous, full time salaried employment with the City. An employee's earned seniority shall not be lost because of absence due to authorized leaves of absence or temporary layoffs not to exceed two years.

XXII. AUTHORITY OF THE MAYOR

Employees covered by this compensation plan may be appointed, classified, and advanced under rules and regulations promulgated by the Mayor, or the Civil Service Commission, if applicable, within budget limitations established by the City Council.

XXIII. APPROPRIATION OF FUNDS

All provisions in this compensation plan that involve the expenditure of funds are subject to appropriation of funds for such purposes.

#### XXIV. JOB SHARING

1. Employees may be authorized, by the City, to job share a Full-Time "300 Series" or "600 Series" position. Under an authorized job share arrangement, the employees involved shall, pursuant to a written agreement between them, equally share in the compensation and benefits normally provided to the Full-Time position that is being shared. The Full-Time position that is being shared shall maintain its classification and the compensation and benefits equally shared shall be based on said classification.
2. A job share arrangement will not be authorized unless the following occurs:
  - a. The employees, who are sharing a job, have voluntarily entered into a written agreement specifying the hours each will work and the equal allocation of benefits and compensation between them; and
  - b. The Department Director has approved the job sharing arrangement.

#### XXV. REGULAR PART-TIME EMPLOYEES

- A. "300 Series" and "600 Series" Regular Part-Time employees are employees whose jobs regularly require them to work twenty (20) or more but less than forty (40) hours a week. Regular Part-Time employees do not include seasonal employees and employees who job share under paragraph XXIV.
- B. Effective July 1, 2004, Regular Part-Time employees shall be paid a wage equal to a prorated amount of the salary of a similarly classified Full-Time employee as specified in salary schedules in Appendices "A" and "B."
- C. Unless otherwise modified by the Mayor, Regular Part-Time employees shall receive fifty percent (50%) of the following benefits subject to the conditions provided in this Plan:
  1. Longevity Pay as specified in paragraph IV of this Plan.
  2. Education and Training Pay as specified in paragraph VI of this Plan.
  3. Holidays, vacation and other leaves of absence as specified in paragraphs X, XI, XII, XIII and XIV of this Plan.
  4. City's contribution to insurance premiums as specified in paragraph XV of this Plan.
- D. Regular Part-Time employees shall receive insurance benefits as specified in paragraph XV, wage differentials as specified in paragraph VII and allowances as specified in paragraph VIII of this Plan.
- E. Regular Part-Time employees may participate in retirement programs as specified in paragraph XIX of this Plan.
- F. There shall be no cost to Regular Part-time employee for Short-term Disability insurance. Short-term disability benefits will be prorated.

## APPENDIX A - EXEMPT PROFESSIONAL EMPLOYEES SALARY SCHEDULE

Bi-Weekly Rates  
June 19, 20042005

Grade	Minimum	Midpoint	Maximum
601	<del>\$ 1,283.20</del>	<del>\$ 1,604.80</del>	<del>\$ 1,925.60</del>
	\$ 1,308.90	\$ 1,636.90	\$ 1,964.10
602	<del>\$ 1,340.00</del>	<del>\$ 1,675.20</del>	<del>\$ 2,011.20</del>
	\$ 1,366.80	\$ 1,708.70	\$ 2,051.40
603	<del>\$ 1,400.80</del>	<del>\$ 1,748.80</del>	<del>\$ 2,096.80</del>
	\$ 1,428.80	\$ 1,783.80	\$ 2,138.70
604	<del>\$ 1,511.20</del>	<del>\$ 1,888.80</del>	<del>\$ 2,266.40</del>
	\$ 1,541.40	\$ 1,926.60	\$ 2,311.70
605	<del>\$ 1,530.40</del>	<del>\$ 1,913.60</del>	<del>\$ 2,296.00</del>
	\$ 1,561.00	\$ 1,951.90	\$ 2,341.90
606	<del>\$ 1,598.40</del>	<del>\$ 1,998.40</del>	<del>\$ 2,399.20</del>
	\$ 1,630.40	\$ 2,038.40	\$ 2,447.20
607	<del>\$ 1,648.00</del>	<del>\$ 2,135.20</del>	<del>\$ 2,622.40</del>
	\$ 1,681.00	\$ 2,177.90	\$ 2,674.80
608	<del>\$ 1,755.20</del>	<del>\$ 2,264.00</del>	<del>\$ 2,773.60</del>
	\$ 1,790.30	\$ 2,309.30	\$ 2,829.10
609	<del>\$ 1,844.80</del>	<del>\$ 2,380.80</del>	<del>\$ 2,916.00</del>
	\$ 1,881.70	\$ 2,428.40	\$ 2,974.30
610	<del>\$ 1,964.80</del>	<del>\$ 2,555.20</del>	<del>\$ 3,145.60</del>
	\$ 2,004.10	\$ 2,606.30	\$ 3,208.50
611	<del>\$ 2,044.80</del>	<del>\$ 2,660.80</del>	<del>\$ 3,276.80</del>
	\$ 2,085.70	\$ 2,714.00	\$ 3,342.30
612	<del>\$ 2,152.80</del>	<del>\$ 2,777.60</del>	<del>\$ 3,402.40</del>
	\$ 2,195.90	\$ 2,833.20	\$ 3,470.40
613	<del>\$ 2,319.20</del>	<del>\$ 2,992.00</del>	<del>\$ 3,664.80</del>
	\$ 2,365.60	\$ 3,051.80	\$ 3,738.10
614	<del>\$ 2,452.80</del>	<del>\$ 3,165.60</del>	<del>\$ 3,877.60</del>
	\$ 2,501.90	\$ 3,228.90	\$ 3,955.20
615	<del>\$ 2,694.40</del>	<del>\$ 3,476.80</del>	<del>\$ 4,258.40</del>
	\$ 2,748.30	\$ 3,546.30	\$ 4,343.60

**APPENDIX B - NON-EXEMPT PROFESSIONAL EMPLOYEES SALARY  
SCHEDULE**

Bi-Weekly Rates  
June 19, 20042005

Grade	Minimum	Midpoint	Maximum
301	<del>\$ 916.00</del>	<del>\$ 1,151.20</del>	<del>\$ 1,387.20</del>
	\$ 934.30	\$ 1,174.20	\$ 1,414.90
302	<del>\$ 957.60</del>	<del>\$ 1,176.00</del>	<del>\$ 1,394.40</del>
	\$ 976.80	\$ 1,199.50	\$ 1,422.30
303	<del>\$ 1,001.60</del>	<del>\$ 1,252.80</del>	<del>\$ 1,504.00</del>
	\$ 1,021.60	\$ 1,277.90	\$ 1,534.10
304	<del>\$ 1,048.00</del>	<del>\$ 1,315.20</del>	<del>\$ 1,582.40</del>
	\$ 1,069.00	\$ 1,341.50	\$ 1,614.00
305	<del>\$ 1,096.00</del>	<del>\$ 1,372.80</del>	<del>\$ 1,649.60</del>
	\$ 1,117.90	\$ 1,400.30	\$ 1,682.60
306	<del>\$ 1,146.40</del>	<del>\$ 1,433.60</del>	<del>\$ 1,720.80</del>
	\$ 1,169.30	\$ 1,462.30	\$ 1,755.20
307	<del>\$ 1,204.80</del>	<del>\$ 1,507.20</del>	<del>\$ 1,808.80</del>
	\$ 1,228.90	\$ 1,537.30	\$ 1,845.00
308	<del>\$ 1,252.00</del>	<del>\$ 1,564.80</del>	<del>\$ 1,877.60</del>
	\$ 1,277.00	\$ 1,596.10	\$ 1,915.20
309	<del>\$ 1,308.00</del>	<del>\$ 1,635.20</del>	<del>\$ 1,962.40</del>
	\$ 1,334.20	\$ 1,667.90	\$ 2,001.60
310	<del>\$ 1,368.00</del>	<del>\$ 1,709.60</del>	<del>\$ 2,052.00</del>
	\$ 1,395.40	\$ 1,743.80	\$ 2,093.00
311	<del>\$ 1,431.20</del>	<del>\$ 1,791.20</del>	<del>\$ 2,150.40</del>
	\$ 1,459.80	\$ 1,827.00	\$ 2,193.40
312	<del>\$ 1,530.40</del>	<del>\$ 1,936.80</del>	<del>\$ 2,343.20</del>
	\$ 1,561.00	\$ 1,975.50	\$ 2,390.10
313	<del>\$ 1,597.60</del>	<del>\$ 2,023.20</del>	<del>\$ 2,448.80</del>
	\$ 1,629.60	\$ 2,063.70	\$ 2,497.80
314	<del>\$ 1,672.00</del>	<del>\$ 2,116.00</del>	<del>\$ 2,560.00</del>
	\$ 1,705.40	\$ 2,158.30	\$ 2,611.20
315	<del>\$ 1,745.60</del>	<del>\$ 2,210.40</del>	<del>\$ 2,674.40</del>
	\$ 1,780.50	\$ 2,254.60	\$ 2,727.90

## APPENDIX C

### UTAH STATE RETIREMENT CONTRIBUTIONS FY 2004/2005-2005/2006

UTAH STATE RETIREMENT SYSTEM	EMPLOYEE CONTRIBUTION	TOTAL EMPLOYEE CONTRIBUTION PAID BY CITY	TOTAL EMPLOYER CONTRIBUTION	GRAND TOTAL CONTRIBUTION
Public Employee Contributory Retirement System	0	6.00%	7.08%	13.08%
Public Employee Non-Contributory Retirement System	0	0	11.09%	11.09%

For FMLA attachment (Appendix D), see Executive Employees and Elected Officials Compensation Plan

Transmitted to the Mayor on \_\_\_\_\_.

Mayor's Action: \_\_\_\_\_ Approved. \_\_\_\_\_ Vetoed.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

(SEAL)

Bill No. \_\_\_\_\_ of 2005.  
Published: \_\_\_\_\_.

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 4-25-05  
By [Signature]

SALT LAKE CITY ORDINANCE  
No. \_\_\_\_\_ of 2005  
(Approving the Compensation Plan for  
Regular Part-time Employees  
of Salt Lake City)

AN ORDINANCE APPROVING A COMPENSATION PLAN FOR REGULAR  
PART-TIME EMPLOYEES.

Be it ordained by the City Council of Salt Lake City, Utah:

SECTION 1. PURPOSE. The purpose of this Ordinance is to approve the attached Compensation Plan for Regular Part-time Employees. Three copies of said Compensation Plan shall be maintained in the City Recorder's Office for public inspection.

SECTION 2. APPLICATION. The Compensation Plan shall not apply to employees whose employment terminated prior to the effective date of this Ordinance.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be deemed effective on July 1, 2005.

Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
CHAIRPERSON



ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

Transmitted to the Mayor on \_\_\_\_\_.

Mayor's Action: \_\_\_\_\_ Approved. \_\_\_\_\_ Vetoed.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 4-25-05  
By [Signature]

(SEAL)

Bill No. \_\_\_\_\_ of 2005.  
Published: \_\_\_\_\_.

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**COMPENSATION PLAN FOR SALT LAKE CITY CORPORATION  
REGULAR PART-TIME EMPLOYEES**

**I. EFFECTIVE DATE**

The provisions of this plan shall be effective, commencing ~~July 1~~ June 19, 2004 ~~2005~~.

**II. EMPLOYEES COVERED BY THIS PLAN**

A. The employees covered by this Plan are employees who meet the following:

1. Regular Part-Time employees who are classified by the City as "700 Series" employees; and
2. Regular Part-Time employees who perform essentially the same duties of employees classified by the City as "100" and "200" Series employees; and
3. Regular Part-Time employees, hired prior to June 30, 1996, who are regularly required to work twenty (20) or more but less than forty (40) hours a week; or
4. Regular Part-Time employees, hired on or after July 1, 1996, who are regularly required to work twenty-four (24) or more but less than forty (40) hours a week.

Employees are not covered by the paid leave and longevity payment provisions of this plan while they are on unpaid leave of absence. However, employees on an unpaid military leave of absence may be entitled to the restoration of certain leave benefits, as provided by city ordinance.

B. This plan does not cover seasonal employees. "Seasonal" employees are employees whose positions require them to work during a specific season of limited duration defined by the applicable City Department.

- C.
1. This plan does not cover employees who are authorized, by the City, to job-share a full-time position. Under an authorized job-share arrangement, the employees involved shall, pursuant to a written agreement between them, share in the compensation and benefits normally provided to the full-time position that is being shared. The full-time position that is being shared shall maintain its classification and the shared compensation and benefits shall be determined based on said classification.
  2. A job share arrangement will not be authorized unless the following occurs:

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 25 APRIL 2005  
By J. [Signature]

- a. The employees, who are sharing a job, have voluntarily entered into a written agreement specifying the hours each will work and the allocation of benefits and compensation between them; and
  - b. The Department Director has approved the job sharing arrangement.
- D. This plan does not cover employees who do not perform essentially the same duties of employees classified by the City as "100" and "200" Series employees.
- E. This plan does not cover "Hourly" employees whose positions require them regularly to work less than twenty (20) hours a week.

### **III. WAGES**

- A. To the degree that funds permit, employees classified as 700 Series Regular Part-Time employees shall be paid on an hourly basis.
- B. Wages paid to employees covered by this plan shall be based on comparability to wages paid by other public employers and private enterprises for similar work, provided, however, that employees covered by this Plan, hired on or after July 1, 1996, shall not receive compensation higher than the entry level for the applicable job grouping.
- C. The foregoing shall not restrict the Mayor from distributing appropriated moneys to employees of the City in the form of retirement contributions; lump sum supplemental performance based or special supplemental payments to employees within per annum pay limitations; or classifying and advancing employees under rules established by the Mayor.

### **IV. OVERTIME COMPENSATION**

Subject to Memoranda of Understanding between the City and the respective Certified Bargaining Representatives or other approved compensation plans, employees who are authorized and required by their supervisors to perform City work on an overtime basis shall be compensated by pay or compensatory time off as required by the Fair Labor Standards Act.

### **V. EDUCATION AND TRAINING PAY**

The Mayor may adopt programs for employees covered by this Plan to promote employee education and training, provided that all compensation incentives under such programs are authorized within appropriate budget limitations established by the City Council.

## **VI. SHIFT DIFFERENTIAL**

Employees covered by this Plan may receive a shift differential based on Department Director approval as follows:

The City shall pay an hourly premium of fifty cents (\$.50) to employees who work a regularly scheduled swing shift or night shift (starting hours between 12:00 noon and 5:59 a.m.).

## **VII. ALLOWANCES**

- A. **Meal Allowance.** Employees covered by this Plan shall be eligible for meal allowances in the amount of \$8.00 when said employees work 10 or more consecutive hours, if the employees are working two hours or more beyond their regular work schedule, as pre-approved by their supervisor. Said employees may also receive \$8.00 for each additional 4-hour consecutive period of work.
- B. **Automobiles.**
1. The Mayor may authorize, under City policy, an employee covered by this Plan to utilize a City vehicle on a take-home basis, and shall, as a condition of receipt, require said employee to reimburse the City for a portion of the take-home vehicle cost as provided in City ordinance.
  2. Employees who are authorized to use, and who do use, privately owned automobiles for official City business shall be reimbursed for the operation expenses of said automobiles at the currently approved City mileage reimbursement rate.
- C. **Uniform Allowance.** Employees covered by this Plan shall be provided monthly uniform allowances of Fifty Dollars (\$50.00), or uniforms will be actually provided, when the employees are required to wear uniforms in the performance of their duties. Uniform allowances are provided on the condition that the employees maintain their uniforms in reasonably good, clean, neat and pressed condition. Uniforms shall have proper identification and insignias and shall not be frayed or unsightly. Uniforms shall be in full compliance with applicable Department regulations. Failure to maintain the uniform in accordance with the above shall be grounds for disciplinary action, including forfeiture of uniform allowances provided in this paragraph.
- D. **Other Allowances.** The Mayor may, within budgeted appropriations, authorize the payment of other allowances in extraordinary circumstances (as determined by the Mayor) and as dictated by City needs.

## VIII. HOURS OF SERVICE

- A. Hours Worked. Regular Part Time employees regularly work less than 40 hours per work week. 40 hours shall constitute a normal work week for purposes of overtime. Overtime work is to be discouraged. Only hours actually worked shall be used in determining overtime. In case of emergency or whenever public interest demands, an employee may be required to perform overtime work by a Department director.
- B. Rest Periods. Employees shall be allowed a 15-minute rest period during each consecutive 4-hour working period, which time shall be included within the work shift, except where extraordinary circumstances render such break impracticable. A reasonable effort shall be made to provide such breaks near the middle of each 4-hour work period; provided, however, there shall be no additional compensation paid to employees electing or required to forego such rest period.
- C. Meal Period. Employees shall be granted a lunch period not to exceed sixty (60) minutes ~~lunch period~~ during each 8-hour work shift; provided, however, said lunch period shall be scheduled in accordance with the operational needs of the Department as determined by the shift supervisor. No employee shall be compensated for such periods unless the employee is required by the supervisor to be on a work site, and is required to perform any work during such time, and then such employee shall be paid for actual time worked. 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.

## IX. LEAVES OF ABSENCE

Employees covered by this Plan shall receive leaves of absence as provided in this paragraph. Employees do not earn or receive leave 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.

### A. Holidays

- 1. The following days shall be recognized and observed as holidays for employees covered by this plan. Such employees shall receive 4 hours of pay at their regular rate of pay for each of the unworked holidays:
  - a. New Year's Day, the first day of January.
  - b. Martin Luther King Day, the third Monday of January.

- c. President's Day, the third Monday in February.
  - d. Memorial Day, the last Monday of May.
  - e. Independence Day, the fourth day of July.
  - f. Pioneer Day, the twenty-fourth day of July.
  - g. Labor Day, the first Monday in September.
  - h. Veteran's Day, the eleventh day of November.
  - i. Thanksgiving Day, the fourth Thursday in November.
  - j. The Friday after Thanksgiving Day. (~~floating~~Floating holiday, see explanation below.)
  - k. Christmas Day, the twenty-fifth day of December.
  - l. One personal holiday, taken upon request of the employee and at the discretion of the supervisor. The probation period must be completed before the personal holiday can be taken.
2. When any holiday listed above falls on a Sunday, the following business day shall be considered a holiday. When any holiday listed above falls on a Saturday, the preceding business day shall be considered a holiday. In addition to the above, any day may be designated as a holiday by proclamation of the Mayor and/or the City Council.
  3. No employee shall receive in excess of 4 hours of holiday pay for a single holiday. Employees must work or be on authorized leave their last scheduled working day before and the next scheduled working day following the holiday to qualify for holiday pay.
  4. Friday after Thanksgiving Day. The Friday after Thanksgiving Day may be celebrated within 50 days before the date of its actual occurrence as specified in this paragraph; 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 requests of other employees in the unit. Holiday Exception. In lieu of taking the day after Thanksgiving Day as a holiday, employees may observe this holiday up to 50 days prior to Thanksgiving Day, provided that the date chosen is approved in writing by the supervisor.

B. Leaves That Qualify under the Family and Medical Leave Act (FMLA) and Vacation or Personal Leaves

1. Benefits in this section are for the purpose of continuing income to employees during paid vacation or personal leave and absence due to illness, accident or personal reasons. Some of these absences may qualify under the Family and 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 B 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 Compensation Plan.
2. Employees covered by this Plan, hired on or prior to June 30, 1996, shall receive vacation, sick leave, hospitalization leave, bereavement leave, personal leave, if they select the option, and other benefits which are provided to "300" and "600" Series Regular Part-Time employees in Section XXV of the "Compensation Plan for Salt Lake City Corporation" 600 Series" ~~and~~ "and "300 Series" Exempt and Non-Exempt Professional Employees." All the rights, terms and conditions under which the leave benefits are provided are the same as those set out in the Compensation Plan for "600 Series" and "300 Series" Regular Part-Time employees.
3. The Plan Year of the Personal Leave Plan begins in each calendar year on the first day of the pay-period that includes November 15. Under this Personal Leave Plan, covered employees, hired on or after July 1, 1996, shall receive personal leave as specified below: 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 supervisory approval based on the operational requirements of the City and any policies regarding the use of such leave adopted by the department in which the employee works.
  - a. An employee, who regularly works between 24 and 32 hours a week, shall receive 24 hours of paid leave to be used by the employee for any reason.
  - b. An employee, who regularly works more than 32 hours but less than 40 hours a week, shall, receive 40 hours of paid leave to be used by the employee for any reason.
  - c. Personal leave must be used in no less than 4-hour increments.

- d. Personal leave granted herein, shall be in lieu of vacation, sick leave, dependent leave, funeral (bereavement) leave, hospitalization leave, dependent leave and all other paid leaves.
- e. Not later than October 31st in each calendar year, employees covered by personal leave may elect, by notifying their Personnel/Payroll Administrator in writing, to:
  - 1. Convert any unused 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 12 hours for those employees who regularly work between 24 and 32 hours a week, and 20 hours for those employees who regularly work between 32 and 40 hours a week.
  - 2. Carry over to the next calendar year up to 24 unused personal leave hours, if an employee who regularly works between 24 and 32 hours a week. If an employee who regularly works between 32 and 40 hours a week, carry over to the next calendar year up to 40 hours of unused personal leave hours.
  - 3. Convert a portion of unused personal leave hours, for a lump sum payment as provided in subparagraph (1) above and carry over a portion as provided in subparagraph (2) above.
- f. Termination Benefits. At termination of employment for any reason, accumulated unused personal leave hours, minus any adjustment necessary after calculating the "prorated amount," 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, "prorated amount" shall mean the amount of personal leave credited at the beginning of the plan year, multiplied by the ratio of the number of months worked in the plan year (rounded to the end of the month which includes the date of separation) to 12 months. If the employee, at the time of separation, has used personal leave in excess of the prorated amount, the value of the excess amount shall be reimbursed to the City and may be deducted from the employee's final paycheck.



- g. Short Term Disability Insurance. 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 Plan through short term disability insurance (SDI). For purposes of service credit, the SDI benefit will be prorated based on the hours an employee is regularly required to work in a week. 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.

C. Leave for Military Duty

1. Leave of absence for employees who enter uniformed service. An employee who enters the service of a uniformed services 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 from 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.
2. Leave while on duty with the armed forces or Utah National Guard. Employees covered by this Compensation Plan who are or who shall become members of the reserves of a federal armed forces, including United States Army, United States Navy, United States Marine Corps, United States Air Force, and the United States Coast Guard, or any unit of the Utah National Guard, shall be allowed full pay for all time not in excess of 11 working days per calendar year spent on duty with such agencies. This leave shall be in addition to the annual vacation leave with pay. To qualify, employees claiming the benefit under this provision shall provide documentation to the City demonstrating duty with such agencies. To qualify, duty herein need not be consecutive days of service.

- D. Leave for Jury Duty. Employees shall be entitled to receive and retain statutory juror's fees paid for jury service in the State and Federal Courts subject to the conditions hereinafter set forth. No reduction in an employee's wages shall be made for absence from work resulting from such jury service. On those days that an employee is required to report for jury service and is thereafter excused from such service during his or her regular working hours from the City, he or she shall forthwith return to and carry on his or her regular City employment. ~~Failure to so~~ Employees who fail to return to work shall result in the forfeiture of that day's pay by such employee after being excused from jury duty for the day shall be subject to discipline.

E. Additional Leaves of Absence

Additional unpaid leaves of absence ~~without pay~~ may be requested in writing and granted to an employee at the discretion of the Department Director.

## X. INSURANCE

- A. Group Insurance. Employees of the City covered by this plan may participate in the City's group insurance plan in conformity with and under the terms of an insurance plan adopted by the City covering such employees. The City will provide a basic term life and accidental death plan. The City will also make available other bona fide benefit programs. Retired City employees and their eligible dependents may also be permitted to participate in the City's medical and dental plans under terms and conditions established by the City. The City will deduct from each payroll all monies necessary to fund the employees' share of insurance coverage and make all payments necessary to fund the plan within budget limitations established by the City Council.
- B. Workers' Compensation. In addition to the foregoing, the Mayor may provide for Workers' Compensation coverage to the employees under applicable provisions of State statute, and other related disability plans compensating employees of the City who are permanently and totally disabled while in the discharge of their official duties as defined by the City's Long Term Disability Program.
- C. Disability Compensation
1. If an employee of the City becomes entitled to receive Workers' Compensation as a result of suffering a City service connected injury or illness, such employee shall be paid Workers' Compensation as provided by law; provided, however, that the employee may elect to use, during such disability, such part of their accumulated sick leave and vacation time or personal leave which, when added to their Workers' Compensation payments, equals their regular net wage; and provided further, that satisfactory evidence of such election shall be transmitted by said person to their Personnel/Payroll Administrator prior to payment.
  2. The City will use reasonable efforts to make "transitional duty" work available to an employee injured on the job as defined by the Worker's Compensation laws, provided that the employee is able to perform the transitional duty work and the employee has presented a release by their physician to the City certifying that the employee is able to work.
  3. Optional Long term disability shall be available to employees eligible under the City's Long Term Disability Program (Income Protection Program), under the terms and conditions of the plan. This program provides continuation of income to employees of the City who are permanently and totally disabled as defined under the program.

**XI. SEPARATION FROM SERVICE**

- A. Social Security Adopted. The City hereby adopts the provisions of the Federal Social Security system and applies and extends the benefits of the old age and survivor's insurance of the Social Security Act to employees.
- B. Retirement Programs. The City hereby adopts the Utah State Retirement System for providing retirement pensions to employees covered by the plan. The City may permit or require the participation of employees in its retirement program(s) under terms and conditions established by the Mayor and consistent with state law.. Such programs may include:
  - 1. The Utah Public Safety Retirement System (Contributory and Non-Contributory)
  - 2. The Utah Firefighters Retirement System
  - 3. The Utah State Public Employees' Retirement System (Contributory and Non-Contributory)
  - 4. Deferred Compensation Programs
  - 5. Retirement Incentive Programs
- C. The ~~20054-2005-2006~~ fiscal year retirement contribution rates for employees covered by this paragraph are shown in Appendix A.
- D. Layoffs.
  - 1. Employees covered by this Plan who have been laid-off in accordance with the above shall have the right to pre-bid on positions in the 100 and 200 series for a period of 1 year.

**XII. REGULAR PART-TIME AND HOURLY EMPLOYEES SHALL NOT DISPLACE FULL-TIME EMPLOYEES.**

- A. It is the intent of the City to provide some benefits to employees who are not full-time but who do contribute valued time to the City. However, it is also the intent of the City not to displace full-time employees with Regular Part-Time and Hourly employees.
- B. Concerns that Regular Part-Time and Hourly employees are being used solely to displace 100 and 200 Series employees may be presented to the Labor Management Committee, established in the Memorandum of Understanding between the City and AFSCME. Concerns reviewed by the Committee shall

include whether regular part-time and hourly employees, who have worked for at least 11 months, should be made full-time employees. Concerns presented and reviewed by the Committee shall be directed to the Mayor for his review and action.

### **XIII. AUTHORITY OF THE MAYOR**

Employees covered by this compensation plan may be appointed, classified, and advanced under rules and regulations promulgated by the Mayor, or the Civil Service Commission, if applicable, within budget limitations established by the City Council.

### **XIX. APPROPRIATION OF FUNDS**

All provisions in this compensation plan that involve the expenditure of funds are subject to appropriation of funds for such purposes.

## APPENDIX A

### UTAH STATE RETIREMENT CONTRIBUTIONS FY 2004/2005 2005/2006

UTAH STATE RETIREMENT SYSTEM	EMPLOYEE CONTRIBUTION	TOTAL EMPLOYEE CONTRIBUTION PAID BY CITY	TOTAL EMPLOYER CONTRIBUTION	GRAND TOTAL CONTRIBUTION
Public Employee Contributory Retirement System	0	6.00%	7.08%	13.08%
Public Employee Non-Contributory Retirement System	0	0	11.09%	11.09%

For FMLA attachment (Appendix B), see Executive Employees and Elected Officials Compensation Plan

SALT LAKE CITY ORDINANCE

No. \_\_\_\_\_ of 2005

(Appropriating necessary funds to implement, for fiscal year 2005-2006, the provisions of the Memorandum of Understanding between Salt Lake City Corporation and Local 1645 of the International Association of Firefighters, representing the "400 Series" City Employees)

AN ORDINANCE APPROPRIATING NECESSARY FUNDS TO IMPLEMENT, FOR FISCAL YEAR 2005-2006, THE PROVISIONS OF THE MEMORANDUM OF UNDERSTANDING BETWEEN SALT LAKE CITY CORPORATION AND LOCAL 1645 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, REPRESENTING THE "400 SERIES" CITY EMPLOYEES, DATED ON OR ABOUT \_\_\_\_\_, 2005.

PREAMBLE

The City Council, in Salt Lake City Ordinance No. 31 of 2004, approved a Memorandum of Understanding between Salt Lake City Corporation and Local 1645 of the International Association of Firefighters, as the certified bargaining representative for the "400 Series" City employees. The Memorandum of Understanding is a three year agreement. The City Council appropriated necessary funds required to implement the provisions of the Memorandum of Understanding for fiscal year 2004-2005. For future fiscal years, the Memorandum of Understanding is subject to appropriation of funds by the City Council. The City Council, therefore, wishes to appropriate funds to implement the provisions of the Memorandum of Understanding for fiscal year 2005-2006.

Be it ordained by the City Council of Salt Lake City, Utah:

SECTION 1. PURPOSE. The purpose of this ordinance is to appropriate necessary funds to implement, for fiscal year 2005-2006, the provisions of a

Memorandum of Understanding approved by the City Council in Salt Lake City Ordinance No. 31 of 2004 between Salt Lake City Corporation and Local 1645 of the International Association of Firefighters, as the certified bargaining representative for the "400 Series" employees.

SECTION 2. APPROPRIATION. The City Council hereby appropriates necessary funds to implement, for fiscal year 2005-2006, the provisions of the Memorandum of Understanding between Salt Lake City Corporation and Local 1645 of the International Association of Firefighters, representing the "400 Series" employees as approved by the City Council in Salt Lake City Ordinance No. 31 of 2004.

SECTION 3. AUTHORIZATION. The Mayor of Salt Lake City, Utah is hereby authorized to act in accordance with the terms and conditions of the attached Memorandum of Understanding between the City and Local 1645 of the International Association of Firefighters.

SECTION 4. EFFECTIVE DATE. This ordinance shall be deemed effective on July 1, 2005.

Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
CHAIRPERSON



ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

Transmitted to the Mayor on \_\_\_\_\_.

Mayor's Action: \_\_\_\_\_ Approved. \_\_\_\_\_ Vetoed.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 4-29-05  
By [Signature]

(SEAL)

Bill No. \_\_\_\_\_ of 2005.  
Published: \_\_\_\_\_.

SALT LAKE CITY ORDINANCE

No. \_\_\_\_\_ of 2005

(Appropriating necessary funds to implement, for fiscal year 2005-2006, the provisions of the Memorandum of Understanding between the City and the Salt Lake Police Association, International Union of Police Associations, Local 75, AFL-CIO, representing the "500 Series" City Employees)

AN ORDINANCE APPROPRIATING NECESSARY FUNDS TO IMPLEMENT, FOR FISCAL YEAR 2005-2006, THE PROVISIONS OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE SALT LAKE POLICE ASSOCIATION, INTERNATIONAL UNION OF POLICE ASSOCIATIONS, LOCAL 75, AFL-CIO, REPRESENTING THE "500 SERIES" CITY EMPLOYEES, DATED ON OR ABOUT \_\_\_\_\_, 2005.

PREAMBLE

The City Council, in Salt Lake City Ordinance No. 32 of 2004, approved a Memorandum of Understanding between Salt Lake City Corporation and the Salt Lake City Police Association, International Union of Police Associations, Local 75, AFL - CIO as the certified bargaining representative for the "500 Series" City employees. The Memorandum of Understanding is a two year agreement. The City Council appropriated necessary funds required to implement the provisions of the Memorandum of Understanding for fiscal years 2004-2005. For fiscal year 2005-2006, the Memorandum of Understanding is subject to appropriation of funds by the City Council. The City Council, therefore, wishes to appropriate funds to implement the provisions of the Memorandum of Understanding for fiscal year 2005-2006.

Be it ordained by the City Council of Salt Lake City, Utah:

SECTION 1. PURPOSE. The purpose of this ordinance is to appropriate necessary funds to implement, for fiscal year 2005-2006, the provisions of a Memorandum of Understanding approved by the City Council in Salt Lake City Ordinance No. 32 of 2004 between Salt Lake City Corporation and the Salt Lake Police Association, International Union of Police Associations, Local 75, AFL - CIO, as the certified bargaining representative for the "500 Series" employees.

SECTION 2. APPROPRIATION. The City Council hereby appropriates necessary funds to implement, for fiscal year 2005-2006, the provisions of the Memorandum of Understanding between the Salt Lake Police Association International Union of Police Associations, Local 75, AFL - CIO, representing the "500 Series" employees and Salt Lake City Corporation as approved by the City Council in Salt Lake City Ordinance No. 32 of 2004.

SECTION 3. AUTHORIZATION. The Mayor of Salt Lake City, Utah is hereby authorized to act in accordance with the terms and conditions of the attached Memorandum of Understanding between the City and the Salt Lake Police Association International Union of Police Associations, Local 75, AFL - CIO.

SECTION 4. EFFECTIVE DATE. This ordinance shall be deemed effective on July 1, 2005.

Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

Transmitted to the Mayor on \_\_\_\_\_.

Mayor's Action: \_\_\_\_\_ Approved. \_\_\_\_\_ Vetoed.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 4-29-05  
By *Stephen H. P...*

(SEAL)

Bill No. \_\_\_\_\_ of 2005.  
Published: \_\_\_\_\_.

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SALT LAKE CITY ORDINANCE  
No. \_\_\_\_\_ of 2005  
(Approving the Compensation Plan for  
"800 Series" Employees  
of Salt Lake City)

AN ORDINANCE APPROVING A COMPENSATION PLAN FOR "800  
SERIES" EMPLOYEES.

Be it ordained by the City Council of Salt Lake City, Utah:

SECTION 1. PURPOSE. The purpose of this Ordinance is to approve the attached Compensation Plan for "800 Series" Employees. Three copies of said Compensation Plan shall be maintained in the City Recorder's Office for public inspection.

SECTION 2. APPLICATION. The Compensation Plan shall not apply to employees whose employment terminated prior to the effective date of this Ordinance.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be deemed effective on July 1, 2005.

Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

Transmitted to the Mayor on \_\_\_\_\_.

Mayor's Action: \_\_\_\_ Approved. \_\_\_\_ Vetoed.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

(SEAL)

APPROVED AS TO FORM  
Salt Lake City Attorney's Office

Date 4-25-05

By [Signature]

Bill No. \_\_\_\_\_ of 2005.

Published: \_\_\_\_\_.

COMPENSATION PLAN FOR SALT LAKE CITY CORPORATION "800 SERIES" CITY EMPLOYEES:

I. EFFECTIVE DATE

The provisions of this plan shall be effective, commencing ~~July 1~~ June 19, 2004 ~~2005~~.

II. EMPLOYEES COVERED BY THIS PLAN

Employees subject to this plan shall be full-time Sergeants, Lieutenants and Captains in the City's Police Department classified as "800 Series" City employees. Employees are not covered by the paid leave and longevity payment provisions of this plan while they are on unpaid leave of absence. However, employees on an unpaid military leave of absence may be entitled to the restoration of certain leave and longevity benefits as provided by city ordinance.

III. WAGES AND SALARIES

- A. 1. To the degree that funds permit, employees classified as "800 Series" employees shall be paid monthly salaries that:
- a. Achieve equal pay for equal work; and
  - b. Attain comparability of salaries to salaries used by other public employers for similar work.
2. Based on periodically conducted market surveys, the Mayor shall determine the comparability of City salary ranges to salary ranges used by other public employers for similar work. The surveys shall include a cross section of comparable benchmark positions in public organizations of generally similar size, breadth of functional responsibility, and, for public entities, comparable governance structures.
3. The compensation plans may provide salary range widths that reflect the normal growth and productivity potential of employees within a job classification.
4. The Mayor shall develop policies and guidelines for the administration of the pay plans.
5. The pay administration policies may provide for annual salary adjustments subject to availability of funds.
- B. 1. Employees, who are classified as Captains and Lieutenants shall, for purposes of this compensation plan and its wage schedules, be deemed as exempt employees. Employees classified as Sergeants shall be for purposes of this compensation plan and its wage schedules be deemed as non-exempt employees.
- a. As used in this Compensation Plan, exempt employees shall mean employees who are defined by §213 of the Fair Labor Standards Act (the "Act") as exempt from the Act's overtime provisions.

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 25 APRIL 2005  
By [Signature]

- b. As used in this Compensation Plan, non-exempt employees shall mean employees who are covered by the overtime provisions of the Act.
  2. Effective ~~July 1~~ June 19, 2003-2005 to June 30, ~~2004~~2006, employees covered by this plan shall be paid compensation according to the salary schedule attached as APPENDIX "A."
- C. Effective ~~July 1~~ June 19, 20042005, employees classified as Sergeants and Lieutenants will be paid shift differentials as follows:
  1. Sergeants and Lieutenants whose shift begins from 0500 hours to 1159 hours, shall be paid in accordance with column "A" of the effective wage schedule (Appendix "A").
  2. Sergeants and lieutenants, whose shift begins from 1200 hours to 1859 hours, shall be paid in accordance with column "B" of the effective wage schedule (Appendix "A").
  3. Sergeants and lieutenants, whose shift begins from 1900 hours to 0459 hours, shall be paid in accordance with column "C" of the effective wage schedule (Appendix "A").
- D. The foregoing shall not restrict the Mayor from distributing appropriated monies to employees of the City in the form of retirement contributions; lump sum supplemental performance based or special supplemental payments to employees within per annum pay limitations; or classifying and advancing employees under rules established by the Mayor.

#### IV. LONGEVITY PAY

- A. Employees who have completed 6 consecutive full years of employment with the City, shall receive a monthly longevity benefit in the sum of \$50.00. Said benefit shall be \$75.00 per month for employees who have completed 10 consecutive full years of employment with the City. Said benefit shall be \$100.00 per month for employees who have completed 16 full years of employment with the City. Said benefit shall be \$125.00 per month for employees who have completed 20 full years of employment with the City. The computation of longevity pay shall be based on the most recent date the person became a full-time salaried employee.
- B. Longevity paid to employees pursuant to paragraph IV.A shall be deemed included within base pay for purposes of pension contributions.
- C. The benefit under this Article IV is paid pro-rata each bi-weekly pay period, based on the most recent date the person became a full-time salaried employee. Employees do not earn or receive longevity payments while on unpaid leave of absence. Upon return from an approved, unpaid leave of absence, longevity payments will resume on the same basis as if the employee had not been on such leave of absence.

#### V. OVERTIME COMPENSATION

- A. Employees classified as Sergeants who are authorized and required by their supervisors to perform City work on an overtime basis according to City policy shall



be compensated by pay or compensatory time off under rates and procedures established by said policy. It shall be at the discretion of the City, subject to the limitations of the Fair Labor Standards Act and City policy, to determine whether a sergeant receives cash payment or compensatory time off. All overtime work must be pre-authorized. In no case shall overtime compensation exceed the rate of 1-1/2 times a sergeant's regular hourly rate of pay.

**B. Compensation for Court and Other Appearance.**

1. A Sergeant shall be entitled to receive compensation for a court or administrative proceeding appearance as a witness subpoenaed by the City, the State of Utah, or the United States as follows:
  - a. Court or as a party to legal 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 the employee's regularly schedule shift, such time spent in court or administrative proceedings will be treated as normal work time for the purpose of computing an employee's overtime compensation.
  - c. Court or administrative proceeding appearances made while off-duty will be compensated as follows:
    - (1) Employees shall be paid at the rate of one and one-half times their regular rate of pay for two (2) hours or time spent while off-duty for preparation in conjunction with such appearances; provided, however, that no employee is authorized to, and shall not spend in excess of two (2) hours while off-duty in preparation for a court or administrative proceeding appearance.
    - (2) In addition to the compensation provided in (1) above, employees shall be paid at the rate of one and one-half times their regular rate of pay for the actual time spent in court or in an administrative proceeding. Time granted by a court or administrative body to Sergeants for lunch shall not be compensated hereunder.
    - (3) In the event the time spent in court or administrative proceeding extends into the beginning of the employee's regularly scheduled work shift, time spent in court or in administrative proceeding shall be deemed ended at the time such shift is scheduled to begin.
2. Compensation shall be provided by authority of this section only if:
  - a. The beginning time of the required appearance is noted on the subpoena;

- b. 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;
  - c. A copy of the employee's subpoena complying herewith is delivered to their supervisor within seven (7) working days following the court or administrative proceeding appearance.
3. Compensation for preparation time shall be provided for more than one appearance per day, only if any additional appearance is scheduled to begin at least two (2) hours after the employee is released from any prior court or administrative proceeding appearance.
  4. 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. Any employee failing to appear in compliance with the terms of a formal notice or subpoena shall be subject to disciplinary action.

VI. EDUCATION, CAREER LADDER -AND TRAINING PAY

- A. The Mayor may adopt programs to promote employee education and training, provided that all compensation incentives under such programs are authorized within appropriate budget limitations established by the City Council. For 800 series employees who participate in the City approved career ladder program, educational degrees will be included as part of the point system and will not be paid seperately. There shall be a career path incentive program based on the terms and conditions agreed to by the City and the 800 series officers. This program shall be funded for the term of this contract.
- B.
  1. In addition to the salaries herein provided, employees shall be entitled to the following monthly allowances according to the educational degree held by such employees:
 

(a)	Doctorate	\$100.00 per month
(b)	Masters	\$75.00 per month
(c)	Bachelors	\$50.00 per month
(d)	Associate	\$35.00 per month
  2. An employee shall be eligible for education pay hereunder following submission of employee's diploma evidencing completion of degree requirements at a fully accredited college or university to the Chief of Police or designee.
  3. The foregoing notwithstanding, no employee shall be entitled to compensation under this Article for an educational degree that qualifies the employee for the employee's position of employment; or for any degree that is not specifically related to the employee's actual employment duties as determined by the City upon recommendation of the Chief of Police.

4. Further, an employee who obtains a degree or advanced degree through the City's Tuition Reimbursement Program shall not receive education pay under this section for the degree obtained.
5. For the purposes of this subsection, degrees in the following shall be presumed to be job related:
  - (a) Business
  - (b) Pharmacy
  - (c) Health
  - (d) Public Administration
  - (e) Law
  - (f) Social, Behavioral, or Political Science
  - (g) Medicine
  - (h) Social Work
  - (i) Nursing
  - (j) Humanities
  - (k) Criminal Justice
  - (l) Communication

C. Police Captains and Lieutenants are eligible for a \$500 per year job-related training allowance, which is in addition to the allowances listed above in this Section VI.

## VII. WAGE DIFFERENTIALS

Employees classified as Sergeants may receive the following wage differentials:

- A. Call Out. Sergeants who have been released from their scheduled work shifts and have been directed by an appropriate division head or designated representative to perform work without at least 24 hours advance notice or scheduling, shall be compensated as provided in subparagraphs one (1) through three (3) below:
  1. Sergeants who are directed to report to work shall receive a minimum of four (4) hours compensation at one and one-half times their ~~regular rate of pay~~hourly wage rate, or one and one-half times their ~~regular hourly wage rate of pay~~hourly wage rate, whichever is greater.
  2. Sergeants who are assigned to day shift, and who are directed to perform work within eight (8) hours prior to the beginning of their regularly scheduled shift shall receive a minimum of four (4) hours compensation at one and one-half times their ~~regular rate of pay~~hourly wage rate, or one

and one-half times their ~~regular hourly wage rate of pay~~ for actual hours worked, whichever is greater.

3. Sergeants who are assigned to the afternoon or graveyard shifts, and who are directed to perform work within eight (8) hours following the end of their regularly scheduled shift shall receive a minimum of four (4) hours compensation at one and one-half times their ~~regular hourly wage rate of pay~~, or one and one-half times their ~~regular hourly wage rate of pay~~ for actual hours worked, whichever is greater.

B. Standby. Sergeants directed by their Division Commander or designee to keep themselves available for City service during otherwise off-duty hours shall receive the following compensation: a Sergeant will be compensated one (1) hour of straight time for each twenty-four (24) hours or significant portion thereof for being immediately available. This compensation shall be in addition to any callout pay or pay for time worked the employee may receive during the standby period.

C. Extra-Duty Shifts.

1. For the purposes of this Article VII.B., "extra-duty shifts" are defined as scheduled or unscheduled hours worked other than the sergeant's normally scheduled work shifts. "Extra-duty shifts" do not include extension or carry over of the sergeant's normally scheduled work shift.
2. In the event sergeants are required by the City to work extra-duty shifts, time worked during each shift will be paid at one and one-half times the sergeant's ~~regular hourly wage rate of pay~~.

## VIII. ALLOWANCES

A. Meal Allowance. Sergeants shall be eligible for meal allowances in the amount of \$8.00 when said employees work 2 or more hours, as pre-approved by their supervisor, consecutive to their normally scheduled shift. Said employees may also receive \$8.00 for each additional 4 hour consecutive period of work which is in addition to the normally scheduled work shift.

B. Business Expenses. City policy shall govern the authorization of employee advancement or reimbursement for actual expenses reasonably incurred in the performance of City business. Advancement or reimbursement shall be approved only for expenses documented and authorized in advance within budget limitations established by the City Council.

C. Automobiles.

1. The Mayor may authorize, under City policy, an employee to utilize a City vehicle on a take-home basis, and shall, as a condition of receipt, require said employee to reimburse the City for a portion of the take-home vehicle cost as provided in City ordinance.
2. Employees who are authorized to use, and who do use, privately owned automobiles for official City business shall be reimbursed for the operation expenses of said automobiles at a rate as specified in City policy.

D. Uniform Allowance.

1. Employees in uniform assignments, as determined by their Division Commander, may purchase authorized uniform items up to \$450.00 per fiscal year.
2. The CITY shall provide for the cleaning of uniforms as described in Police Department policy.
3. Employees in plainclothes assignments, as determined by their Division Commander, shall be provided a clothing and cleaning allowance of \$ 39.00 per pay period.
4. In addition to the above uniform, clothing and cleaning allowances, employees shall be allowed one additional uniform consisting of a uniform pant, shirt, and tie. The cost of this additional uniform will be paid for by the Police Department.

E. Other Allowances. The Mayor may, within budgeted appropriations, authorize the payment of other allowances in extraordinary circumstances (as determined by the Mayor) and as dictated by City needs.

IX. HOURS OF SERVICE

A. — Hours Worked. For all sergeants 40 hours shall constitute a normal work week except for work incentive programs approved by the City. Overtime work is to be discouraged. In case of unforeseen circumstance or whenever public interest demands, an employee may be required to perform overtime work by a Division Commander or designee.

This paragraph shall not be construed to limit or prevent the City from changing or establishing work shifts as the need arises or to guarantee employees 40 hours work per week. The City has adopted variable 40 hour work week schedules including 8 hour, 10 hour, and 12 hour shifts. It is the intent of the City to give reasonable notice of any work schedule and shift changes to all affected employees. A shift change shall mean a change from one permanent shift (day shift, swing shift, graveyard shift) to another permanent shift.

X. HOLIDAYS AND VACATION

Employees shall receive holidays and vacations as provided in this paragraph X. Employees do not earn or receive holiday and vacation 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.

A. Holidays

The following days shall be recognized and observed as holidays for employees covered by this plan. Such employees shall receive their regular rate of pay for each of the unworked holidays:

1. New Year's Day, the first day of January.
2. Martin Luther King Day, the third Monday of January.

3. President's Day, the third Monday in February.
4. Memorial Day, the last Monday of May.
5. Independence Day, the fourth day of July.
6. Pioneer Day, the twenty-fourth day of July.
7. Labor Day, the first Monday in September.
8. Veteran's Day, the eleventh day of November.
9. Thanksgiving Day, the fourth Thursday in November.
10. The Friday after Thanksgiving Day.
11. Christmas Day, the twenty-fifth day of December.
12. One personal holiday shall be taken upon request of the employee at the discretion of the supervisor.

When any holiday listed above falls on a Sunday, the following business day shall be considered a holiday. When any holiday listed above falls on a Saturday, the preceding business day shall be considered a holiday. In addition to the above, any day may be designated as a holiday by proclamation of the Mayor and/or the City Council.

No employee shall receive in excess of one day of holiday pay for a single holiday. Employees must work or be on authorized leave their last scheduled working day before and the next working day following the holiday to qualify for holiday pay.

**B. Holiday Pay Upon Termination or Retirement**

When an employee retires or separates from City employment for any reason, the City shall compensate the employee for any holiday time accrued and unused during the preceding twelve (12) months. The City shall not compensate the employee for any unused holiday time accrued before the twelve (12) months preceding the employee's retirement or separation.

**C. Vacations**

1. Employees shall be entitled to receive their regular salaries during vacation periods earned and taken in accordance with the provisions in this paragraph; ~~provided, that no employee shall be entitled to any vacation unless the employee has successfully completed their initial probationary period.~~
2. The following schedule shall apply:

Years of	Hours of Vacation Accrued Per Biweekly
-------------	---

<u>City Service</u>	<u>Pay Period</u>
0 to end of year 3	3.08
4 to 6	3.69
7 to 9	4.62
10 to 12	5.54
13 to 15	6.15
16 to 19	6.77
20 or more	7.69

For any plan year in which there are 27 pay periods, no vacation leave hours will be awarded on the 27<sup>th</sup> pay period.

3. Employees may accumulate vacations, (including both accrued vacation and sick leave conversion time), according to the length of their full-time Years of City Service up to the following maximum limits:

Up to 9 years	Up to 30 days
After 9 years	Up to 35 days
After 14 years	Up to 40 days

"Days," herein, means "8 hour" days.

Any vacation accrued beyond said maximums shall be deemed forfeited unless utilized prior to the end of the calendar year in which the maximum has been accrued. However, in the case of an employee returning from an unpaid military leave of absence, related provisions under city ordinance shall apply.

4. Years of City Service shall be based on the most recent date the person became a Full-Time salaried-employee.
5. Vacation Buy Back. The City may purchase within any calendar year up to, but not exceeding, 80 hours of accrued vacation time, to which an employee is entitled, with the consent of said employee and upon favorable written recommendation of the Chief of Police and the approval of the Chief Administrative Officer.

Said purchase of accrued vacation time may be authorized, in the discretion of the City, when, in its judgment, it is demonstrated that:

- a. The cash payment in lieu of vacation time use shall not interfere with an employee's performance or create an unreasonable hardship on said employee;

- b. There is a demonstrated need for the City to retain the services of the employee for said vacation time; and
- c. There are sufficient funds in the ~~Department~~ department budget to pay for the vacation time as certified by the ~~City Management Services Director~~ Chief Administrative Officer or designee, without disturbing or interfering with the delivery of City services.

The amount to be paid for any such purchase of vacation time as provided herein shall be based on the wage or salary rate of the said employee at the date of approval by the City. However, under no circumstances shall any overtime compensation be paid, computed or accrued by virtue of the City authorizing an employee to work a vacation period and receive cash payment therefor in lieu of use.

The City shall make a diligent effort to provide employees their 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.

#### XI. SICK AND OTHER RELATED LEAVE OR PERSONAL LEAVE.

- A. Benefits in this section continue income to employees during absence due to illness, accident or personal reasons. Some of these absences may qualify under the Family and 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 Compensation Plan. Employees do not earn or receive leave benefits under this Section XI. 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.
- B. Full-Time employees shall receive benefits in this section either under a plan as provided in paragraph XI.H. (Plan "A"), or as provided in paragraph XI.I. (Plan "B").
- C. Employees hired on or after November 16, 1997 shall participate in Plan B. All other employees shall participate in the plan they participated in on November 15, 1998 except as provided in paragraphs XI.D. and XI.E. \_
- D. Employees who were promoted from the 500 Series to the 800 Series after November 15, 1998 and before July 1, 2004, may, during an election period beginning July 1, 2004 and ending July 30, 2004, choose to participate in Plan B effective November 7, 2004.
- E. Employees who are promoted from the 500 Series to the 800 Series on or after July 1, 2004 may, during an election period beginning on the day such promotion is effective and ending 30 calendar days thereafter, choose to participate in Plan B effective the beginning of the next Plan B plan year.



- F. 800 Series employees choosing to participate in Plan B as provided under paragraphs D. or E. above, shall have 50 percent of their accumulated sick leave hours transferred to Plan B and held under the Plan B Retirement/Layoff (RL) Account.
- G. Election under paragraphs XI.D. or XI.E. above shall be made on a written authorization form provided by the City. Once made and submitted, the election shall be irrevocable.
- H. Plan "A."
1. Sick Leave.
    - a. Sick leave shall be provided for employees under this Plan "A" as insurance against loss of income when an employee is unable to perform assigned duties because of illness or injury. The Mayor may establish rules governing the interfacing of sick leave and worker's compensation benefits and avoiding, to the extent allowable by law, duplicative payments.
    - b. Each employee shall accrue sick leave at a rate of 4.62 hours per pay period. For any plan year in which there are 27 pay periods, no sick leave hours will be awarded on the 27<sup>th</sup> pay period.

Unused sick leave may be accumulated from year to year subject to the limitations of this plan.
    - c. Under this Plan "A," Full-Time employees who have accumulated 240 hours of sick leave may choose to convert up to 64 hours of the sick leave earned and unused during any given year to vacation. Any sick leave used during the calendar year reduces the allowable conversion by an equal amount.
      - (1) Conversion at the maximum allowable hours will be made unless the employee elects otherwise. Any election by an employee for no conversion, or to convert less than the maximum allowable sick leave hours to vacation time, must be made by notifying Human Resource Management, in writing not later than the second payperiod of the new calendar year. Otherwise, the opportunity to waive conversion, or elect conversion other than the maximum allowable amount, shall be deemed waived for that calendar year. In no event shall sick leave days be converted from other than the current year's sick leave allocation.
      - (2) Any sick leave hours, properly converted to vacation benefits as above described, shall be deemed to be taken prior to any other vacation hours to which the employee is entitled; provided, however, that in no event shall an employee be entitled to any pay or compensation upon an employee's termination for any sick leave converted to vacation. Any sick leave converted to vacation remaining

unused at the date of termination or retirement shall be forfeited by the employee.

2. Hospitalization Leave

- a. Hospitalization leave shall be provided for Full-Time employees under this Plan "A," in addition to sick leave authorized hereunder, as insurance against loss of income when employees are unable to perform assigned duties because of scheduled surgical procedures, urgent medical treatment, or hospital in-patient admission.
- b. Employees shall be entitled to 30 days of hospitalization leave each calendar year. Hospitalization leave shall not accumulate from year to year. 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.
- c. Employees who are unable to perform their duties during a shift due to preparations (such as fasting, rest, or ingestion of medicine), ~~for or participation in,~~ a scheduled surgical procedure, may report the absence from the affected shift as hospitalization leave, with the prior approval of their division head or supervisor.
- d. 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. The employee is responsible to report the receipt of urgent medical treatment to the employee's Division head or supervisor as soon as practical. For purposes of use of Hospitalization Leave, urgent medical treatment includes at-home care directed by a physician immediately after the urgent medical treatment and within the affected shift.
- e. Employees who are admitted as an inpatient to a hospital for medical treatment, so they are unable to perform their duties, may report the absence from duty while in the hospital as hospitalization leave.
- f. 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.
- g. An employee requesting hospitalization leave under this section may be required to provide verification of treatment or care from a competent medical practitioner.

3. Bereavement Leave

- a. Under this Plan "A" time off with pay will be granted to an 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, brother-in-law, sister-in-law, grandfather, step-grandfather, grandmother, step-grandmother, grandchild, or grandstepchild, stepchild, stepmother, stepfather, stepbrother or stepsister. In the event of death in any of these instances, the employee will be paid his or her regular base pay for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. Employees will be permitted one additional day of funeral leave on the day following the service if: such service is held more than 150 miles distance from Salt Lake City; if the employee attends the service; and the day following the service is a regular work shift. Satisfactory proof of such death, together with the date thereof, the date and location of the funeral or memorial service, and the date of burial, must, on request, be furnished by the employees to their supervisor.
- b. In the event of death of an uncle, aunt, niece, nephew, or first cousin to the respective employee, said employee will be paid for time off from scheduled working hours while attending the funeral or memorial service for such person, not to exceed one shift.
- c. In the event of death of friends or relatives not listed above, an employee may be granted time off without pay, or may use available vacation leave, while attending the funeral or memorial service for such person, subject to the approval of his or her immediate supervisor.
- d. In the event the death of any member of the immediate family as set forth in this paragraph XI.D.3(a) occurs while an employee is on vacation, his or her vacation will be extended by the amount of time authorized as bereavement leave under said paragraph.
- e. The provisions of this paragraph shall not be applicable to employees who are on leave of absence other than vacation leave.

4. Dependent Leave.

- a. Under Plan "A," paid dependent leave may be requested by a Full-Time employee covered by this Compensation Plan for the following FMLA-qualifying reasons: (See also APPENDIX C.)
  1. Becoming a parent through birth or adoption of a child or children.
  2. Placement of a foster child in the employee's home.
  3. Due to the care of the employee's child, spouse, or parent with a serious health condition.

- b. Under Plan "A," dependent leave may also be requested by a Full-Time employee to care for an employee's child, spouse or a parent who is ill or injured but who does not have a serious health condition.
- c. The following provisions apply to the use of dependent leave by a Full-Time employee.
  - (1) Dependent leave may be granted with pay on a straight time basis.
  - (2) If the employee has accumulated and available unused sick leave, the employee shall be entitled to use as dependent leave accumulated and available unused sick leave.
  - (3) The employee shall give notice of the need to take dependent leave and the expected duration of such leave to to his or her supervisor as soon as possible under the circumstances.
  - (4) The employee shall provide, upon request of the supervisor, certification of birth or evidence of a child placement for adoption, or a letter from the attending physician in the event of hospitalization, injury or illness of a child, spouse or parent within five calendar days following termination of such leave.
  - (5) An employee's sick leave shall be reduced by the number of hours taken by an employee as dependent leave under this paragraph, provided, however, that up to 40 hours of dependent leave used during the calendar year will not affect the sick leave conversion options as outlined in paragraph XI.D.1.c.
  - (6) Probationary employees are not eligible for dependent leave.
- 5. Career Incentive Leave, Plan "A." Employees who have been in consecutive Full-Time employment with the City for more than 20 years, and who have accumulated to their credit 1500 or more sick leave hours, may make a one-time election to convert up to 160 hours of sick leave into 80 hours of paid Career Incentive Leave. Career Incentive Leave must be taken prior to retirement. Sick leave hours converted to Career Incentive Leave will not be eligible for a cash payout upon termination or retirement even though the employee has unused Career Incentive Leave hours available. This leave can be used for any reason. Requests for Career Incentive Leave must be submitted in writing to the Chief of Police and be approved subject to the department's business needs (e.g., work schedules and workload).
- 6. Retirement Benefit, Plan "A."
  - a. Persons who retire under the eligibility requirements of the Utah State Retirement Systems will be paid in cash at their then current

pay scale, a sum equal to their daily rate of pay for 25% of the accumulated sick leave days reserved for the benefit of said employee at the date of the employee's retirement.

- b. In lieu of the above, Full-Time employees may elect to convert the sick leave privilege provided above to hospital and surgical coverage. If such an election is made in writing, 50% of the sick leave hours available at retirement may be converted to a dollar allowance at the time of retirement. The sick leave hours converted to a dollar allowance shall be subject to any state and federal income and social security tax withholding required by law. An employee's available sick leave account balance, computed by the hours therein times the salary rate at the effective date of employment separation, determines the number of months of medical and surgical coverage which may be purchased. The purchase is made on a monthly basis, which shall be computed on a monthly basis of charges against the account balance. If insurance costs increase due to group experience, the number of months of coverage will decrease. This provision shall not act to reinstate an employee with sick leave benefits which were in any respect lost, used, or forfeited prior to the effective date of this plan.

I. Plan "B."

- 1. The benefit Plan Year of Plan "B" begins in each calendar year on the first day of the pay-period that includes November 15. Under this Plan "B," paid personal leave shall be provided for employees as insurance against loss of income when an employee needs to be absent from work because of illness or injury, to care for a dependent, or for any other emergency or personal reason. 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 supervisory approval based on the operational requirements of the City and any policies regarding the use of such leave adopted by the department in which the employee works.
- 2. Each employee under this Plan "B" shall be awarded personal leave hours based on the following schedule:

<u>Months of Consecutive City Service</u>	<u>Hours of Personal Leave Per Bi-Weekly Pay Period</u>
Less than 6	1.54
Less than 24	2.31
24 or more	3.08

For any plan year in which there are 27 pay periods, no personal leave hours will be awarded on the 27<sup>th</sup> pay period.

- 3. Not later than October 31st in each calendar year, employees covered by Plan "B" may elect, by notifying their Personnel/Payroll Administrator in writing, to do any of the following:

- a. Convert any unused personal leave hours available at the end of the first pay period of November to 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 personal leave hours, or
  - c. Convert a portion of unused personal leave hours, to a lump sum payment as provided in subparagraph (a) above and carry over a portion as provided in subparagraph (b) above.
4. Maximum Accrual. A maximum of 80 hours of personal leave may be carried over to the next plan 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 3.a above.
5. Termination Benefit. 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.
6. Conditions on Use of Personal Leave are:
- a. Minimum use of personal leave is one hour, with supervisory approval.
  - b. Except in unforeseen circumstances, such as emergencies or the employees' inability to work due to their illness or accident, the employees must provide their supervisors with prior notice to allow time for the supervisors to make arrangements necessary to cover the employees' work.
  - c. For leave due to unforeseen circumstances, the employees must give their supervisors as much prior notice as possible.
7. Bereavement Leave.
- a. Under this Plan "B," time off with pay will be granted to an 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, brother-in-law, sister-in-law, grandfather, step-grandfather, grandmother, step-grandmother, grandchild, or stepgrandchild, stepchild, stepmother, stepfather, stepbrother or stepsister. In the event of death in any of these instances, the employee will be paid his/her regular base pay for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. Employees will be permitted one additional day of funeral leave on the day following the funeral or memorial service if such service is held

more than 150 miles distance from Salt Lake City and if the day following the service is a regular work shift. Satisfactory proof of such death, together with the date thereof, the date and location of the service, and the date of burial, must, on request, be furnished by the employees to their supervisors.

- b. 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 working hours to attend the funeral or memorial service for such person.
  - c. In the event of 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 funeral or memorial service for such person, subject to the approval of their supervisor.
8. Career Enhancement Leave, Plan "B." An employee covered under this Plan "B" is eligible, after 15 years of full-time service with the City, to be selected to receive up to two weeks of career enhancement leave. This leave could be used for formal training, informal course of study, job-related travel, internship, mentoring or other activity that could be of benefit to the City and the employee's career development. Selected employees shall receive their full regular salary during the leave. Request for this leave must be submitted in writing to the ~~appropriate Department head~~ Police Chief, stating the purpose of the request and how the leave is intended to benefit the City. The request must be approved by the ~~Department head~~ Police Chief and by the Human Resources Director (who will review the request for compliance with the guidelines outlined here).
9. Benefit Retirement/Layoff (RL) Benefit, Plan "B."
- a. Employees currently covered under Plan "B" who were hired before November 16, 1997, and who elected in 1997 to be covered under Plan "B," shall have a retirement/layoff account (hereinafter referred to as an "RL" account) equal to sixty percent of their accumulated unused sick leave hours available on November 16, 1997, minus any hours withdrawn from that account since it was established.
  - b. Full-Time employees who were hired before November 16, 1997 and who elected in 1998 to be covered under Plan "B," shall have an RL account equal to fifty percent of their accumulated unused sick leave hours available on November 14, 1998, minus any hours withdrawn after the account is established.
  - c. Payment of the RL Account.
    - (1) All of the hours in the RL account shall be payable at retirement or layoff as follows: The employee shall be paid the employee's hourly rate of pay on date of termination or layoff for each hour in the employee's RL account.

- (2) In the case of retirement only, in lieu of the above, employees may elect in writing to convert the RL account payment as provided herein to hospital and surgical coverage. Such payment shall be subject to any state and federal income and social security tax withholding required by law. An employee's available RL account balance, computed by the hours therein times the salary rate at the effective date of employment separation, determines the number of months of medical and surgical coverage that may be purchased. The purchase is made on a monthly basis, which shall be computed on a monthly basis of charges against the account balance. If insurance costs increase due to group experience, the number of months of coverage will decrease.
- d. Hours may be withdrawn from the RL account for emergencies after personal leave hours are exhausted, and with approval of the employee's supervisor. RL account hours may also be used as a supplement to Workers' Compensation benefits which, when added to the employees' Workers' Compensation benefits, equals the employee's regular net salary. The employee must make an election in writing to the Chief of Police or designee to use RL account hours as to supplement Workers' Compensation benefits.
10. Short Term Disability Insurance, Plan "B." Protection against loss of income when an employee is absent from work due to short term disability shall be provided to employees covered under Plan "B" 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 by a medical provider of the City's choosing.

## XII. MILITARY LEAVE AND JURY DUTY

- A. Leave of absence for employees who enter uniformed service. An employee who enters the service of a uniformed services 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 from 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 Rights Act (USERRA).
- B. Leave while on duty with the armed forces or Utah National Guard. Employees covered by this Plan who are or who shall become members of the reserves of a federal armed forces, including United States Army, United States Navy, United States Marine Corps, United States Air Force, and the United States Coast Guard, or any unit of the Utah National Guard, shall be allowed full pay for all time not in excess of 11 working days per calendar year spent on duty with such agencies. This leave shall be in addition to the annual vacation leave with pay. To qualify, employees claiming the benefit under this provision shall provide documentation



to the City demonstrating duty with such agencies. To qualify, duty herein need not be consecutive days of service.

- C. Leave for Jury Duty. Employees shall be entitled to receive and retain statutory juror's fees paid for jury service in the State and Federal Courts subject to the conditions hereinafter set forth. No reduction in an employee's salary or regular wages shall be made for absence from work resulting from such jury service. On those days that an employee is required to report for jury service and is thereafter excused from such service during his or her regular working hours from the City, he or she shall forthwith return to and carry on his or her regular City employment. Failure Employees who fail to return to return to work shall result in the forfeiture of that day's pay by such employee after being excused from jury duty for the day shall be subject to discipline.

### XIII. INJURY LEAVE

- A. Injury Leave. The City shall establish rules governing the administration of an injury leave program 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 and/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 medical provider acceptable to the City;
  3. The leave benefit shall not exceed the value of the employee's net salary during the period of absence due to the injury, less all amounts paid or credited to the employee as Workers' 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 Mayor for extraordinary reasons or circumstances;
  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 City's Risk Manager may be reviewed by the Director of the Department of Management Services/Chief Administrative Officer who may make recommendations to the Mayor for final decisions;
  6. If an employee is eligible for Workers' Compensation as provided by law; and is not receiving injury leave pursuant to this provision, said employee may elect in writing to the Chief of Police or designee to use either accumulated sick leave or hours from the RL account, if applicable and authorized vacation time to supplement Workers' Compensation so that the employee is receiving the employee's regular net salary.

### XIV. ADDITIONAL LEAVES OF ABSENCE.

Additional unpaid leaves of absence may be requested in writing and granted to an employee at the discretion of the Chief of Police.

#### XV. INSURANCE

- A. Group Insurance. Employees of the City will be required to enroll for single coverage in the City's group medical insurance plan in conformity with and under the terms of an insurance plan adopted by the City, as permitted by ordinance. The City will provide a basic term life and accidental death plan. The City will also make available other bona fide benefit programs. Retired City employees, and their eligible dependents may also be permitted to participate in the City's medical and dental plans under terms and conditions established by the City. The City shall cause the specific provisions of the group plan to be detailed and made available to the employees. The City will deduct from each payroll all monies necessary to fund employees' share of insurance coverage and make all payments necessary to fund the plan within budget limitations established by the City Council.
- B. The City will participate in the Nationwide Post Employment Health Plan, as adopted by the City by ordinance. The City will contribute \$600.08 per year (prorated per employee's biweekly pay period) into each employee's Nationwide Post Employment Health Plan account.

#### XVI. WORKERS' COMPENSATION

In addition to the foregoing, the City may provide for Workers' Compensation coverage to the employees under applicable provisions of State statute.

#### XVII. LONG TERM DISABILITY COMPENSATION

Optional long term disability is available to employees eligible under the City's Long Term Disability Program (Income Protection Program), subject to the terms and conditions of the plan. This program provides continuation of income to employees of the City who are permanently and totally disabled as defined under the program.

#### XVIII. TRANSITIONAL DUTY.

Depending on the City's need or legal requirements, employees may be placed temporarily in a transitional duty position when illness or injury prevents them from performing their regular duties.

#### XIX. SEPARATION FROM SERVICE

- A. Social Security Adopted. Exception. Employees shall be exempted from the provisions of the Federal Social Security System unless determined otherwise by the City or unless required by State or Federal law.
- B. Retirement Programs. The City hereby adopts the Utah State Retirement System for providing retirement pensions to employees covered by the plan. The City may permit or require the participation of employees in its retirement program(s) under terms and conditions established by the Mayor and consistent with state law.. Such programs may include:

1. The Utah Public Safety Retirement System (Contributory and Non-Contributory)
  2. Deferred Compensation Programs
  3. Retirement Incentive Programs
- C. The ~~2004~~~~2005~~-~~2005~~-~~2006~~ fiscal year retirement contribution rates for employees covered by this paragraph are shown in Appendix B.
- D. Layoffs.
1. Employees who are subject to layoff because of lack of work or lack of funds shall be eligible to receive:
    - a. One hundred percent of their accumulated unused sick leave hours, if covered under paragraph XI.H. (Plan "A"); or
    - b. One hundred percent of their RL account if covered under paragraph XI.I (Plan "B").
    - b. Accrued unused personal leave at 50% of the employees' base hourly rate, if covered under paragraph XI.I (Plan "B").
- E. Separation From Employment Due to Resignations Or Otherwise
1. Every employee who is separated from City employment for any reason shall be paid for:
    - a. Earned vacation time, or holiday time covered under Section X.B., accrued, unused, and unforfeited as of the date of termination;
    - b. Unused compensatory time off; and
    - c. If a participant in "Plan B," any accrued and unused personal leave in accordance with paragraph XI.I.5., of this chapter.

## XX. RECOGNITION OF THE PROFESSIONAL EMPLOYEES COUNCIL

The City recognizes the Professional Employees Council (PEC) to maximize input into decisions regarding this Compensation Plan.

## XXI. AUTHORITY OF THE MAYOR

Employees covered by this compensation plan may be appointed, classified, and advanced under rules and regulations promulgated by the Mayor, or the Civil Service Commission, if applicable, within budget limitations established by the City Council.

## XXII. APPROPRIATION OF FUNDS

All provisions in this compensation plan that involve the expenditure of funds are subject to appropriation of funds for such purposes.

**APPENDIX A - SALARY SCHEDULE FOR 800 SERIES EMPLOYEES**

**Bi-Weekly Rates**  
~~July 1, 2004~~ June 19, 2005

SERGEANT	A	B	C
	<u>Days</u>	<u>Swing</u>	<u>Graves</u>
813	<del>\$ 2,274.40</del>	<del>\$ 2,331.26</del>	<del>\$ 2,388.12</del>
	\$2,320.00	\$2,378.00	\$2,436.00

LIEUTENANT	A	B	C
	<u>Days</u>	<u>Swing</u>	<u>Graves</u>
Level 822	<del>\$ 2,675.20</del>	<del>\$ 2,742.08</del>	<del>\$ 2,808.96</del>
	\$2,728.80	\$2,797.02	\$2,865.24

CAPTAIN	A
	<u>Days</u>
Level 830	<del>\$ 2,997.60</del>
	\$3,057.60

**Change in Pay Level Assignment Depends on Approval of Police Chief**

## APPENDIX B

### UTAH STATE RETIREMENT CONTRIBUTIONS FY 2004/2005 2005/2006

UTAH STATE RETIREMENT SYSTEM	EMPLOYEE CONTRIBUTION	TOTAL EMPLOYEE CONTRIBUTION PAID BY CITY	TOTAL EMPLOYER CONTRIBUTION	GRAND TOTAL CONTRIBUTION
Public Safety Contributory Retirement System	1.84%	11.90%	19.96%	33.70%
Public Safety Contributory Retirement System Executives	0	13.74%	19.96%	33.70%
Public Safety Noncontributory Retirement System	0	0	32.52%	32.52%

For FMLA attachment (Appendix C), see Executive Employees and Elected Officials Compensation Plan

SALT LAKE CITY ORDINANCE  
No. \_\_\_\_\_ of 2005  
(Approving the Compensation Plan for  
"900 Series" Employees  
of Salt Lake City)

AN ORDINANCE APPROVING A COMPENSATION PLAN FOR "900  
SERIES" EMPLOYEES.

Be it ordained by the City Council of Salt Lake City, Utah:

SECTION 1. PURPOSE. The purpose of this Ordinance is to approve the attached Compensation Plan for "900 Series" Employees. Three copies of said Compensation Plan shall be maintained in the City Recorder's Office for public inspection.

SECTION 2. APPLICATION. The Compensation Plan shall not apply to employees whose employment terminated prior to the effective date of this Ordinance.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be deemed effective on July 1, 2005.

Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

Transmitted to the Mayor on \_\_\_\_\_.

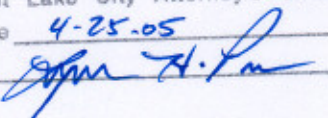
Mayor's Action: \_\_\_\_\_ Approved. \_\_\_\_\_ Vetoed.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

(SEAL)

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 4-25-05  
By 

Bill No. \_\_\_\_\_ of 2005.  
Published: \_\_\_\_\_.



COMPENSATION PLAN FOR SALT LAKE CITY CORPORATION FIRE DEPARTMENT  
"900 SERIES" EMPLOYEES:

I. EFFECTIVE DATE

The provisions of this plan shall be effective, commencing ~~July 1~~ June 19, 2004 ~~2005~~.

II. EMPLOYEES COVERED BY THIS PLAN

Employees subject to this plan shall be employees classified as "900 Series" "Exempt" Battalion Chiefs and "Non-Exempt" Fire Captains. As used in this Compensation Plan, "Exempt" shall mean employees who are defined by §213 of the Fair Labor Standards Act (the "Act") as exempt from the Act's overtime provisions. "Non-Exempt" employees shall mean employees who are covered by the overtime provisions of the Act. Employees are not covered by the paid leave and longevity payment provisions of this plan while they are on unpaid leave of absence. However, employees on an unpaid military leave of absence may be entitled to the restoration of certain leave and longevity benefits, as provided by city ordinance.

III. WAGES AND SALARIES

- A. 1. To the degree that funds permit, employees classified as "900 Series" Fire Department employees shall be paid monthly salaries that:
- a. Achieve equal pay for equal work; and
  - b. Attain comparability of City salary ranges to salary ranges used by other public employers.
2. Based on periodically conducted market surveys, the Mayor shall determine the comparability of City salary ranges to salary ranges used by other public employers for similar work. .
3. Salary surveys shall measure total compensation including salaries and wages, bonuses, paid leave, group insurance plans, retirement, and all other benefits provided to employees.
4. The compensation plans may provide salary range widths that reflect the normal growth and productivity potential of employees within a job classification.
5. The Mayor shall develop policies and guidelines for the administration of the pay plans.
- B. Effective ~~July 1~~ June 19, 2004 ~~2005~~ to June 30, ~~2005~~ 2006, "900 Series" Fire Department employees shall be paid monthly salaries according to APPENDIX "A."
- C. The foregoing shall not restrict the Mayor from distributing appropriated monies to employees of the City in the form of retirement contributions; or lump sum supplemental, payments in recognition of emergencies, special projects or other extraordinary circumstances. Lump sum payments are recommended by the Fire Chief and are subject to the Mayor's approval. Additionally, nothing in the

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 25 APRIL 2005  
By [Signature]

foregoing shall restrict the Mayor from classifying or advancing employees under rules established by the Mayor.

#### IV. LONGEVITY PAY

- A. Employees who have completed 6 full years of employment with the City, shall receive a monthly longevity benefit in the sum of \$50.00. Said benefit shall be \$75.00 per month for employees who have completed 10 full years of employment with the City. Said benefit shall be \$100.00 per month for employees who have completed 16 full years of employment with the City. Said benefit shall be \$125.00 per month for employees who have completed 20 full years of employment with the City. The computation of longevity pay shall be based on the most recent date the person became a full-time salaried employee.
- B. Longevity paid to employees pursuant to paragraph IV.A shall be deemed included within base pay for purposes of pension contributions.
- C. The benefit under this Article IV is paid pro-rata each bi-weekly pay period, based on the most recent date the person became a full-time salaried employee. Employees do not earn or receive longevity payments while on unpaid leave of absence. Upon return from an approved, unpaid leave of absence, longevity payments will resume on the same basis as if the employee had not been on such leave of absence.

#### V. OVERTIME COMPENSATION

- A. Employees classified as non-exempt Fire Captains who are authorized and required by their supervisors to perform City work on an overtime basis shall be compensated according to City policy and the Fair Labor Standards Act (FLSA) by overtime pay or compensatory time off.
- B. The employee may request compensatory time in lieu of cash subject to approval of the Fire Chief or the Chief's designee. Employees regularly assigned to the combat division may not accrue more than 480 hours of compensatory time for hours worked after April 15, 1986. Employees not in the combat division may not accrue more than 240 hours of compensatory time for hours worked after April 15, 1986. Any such employee who, after April 15, 1986, has accrued 480 or 240 hours, as the case may be, of compensatory time off, shall, for additional overtime hours of work, be paid overtime compensation.
- C. Only hours actually worked shall be used in the calculation of overtime. It shall be at the discretion of the Fire Chief or the Chief's designee, subject to the limitations of the FLSA and City policy, to determine whether an employee receives cash payment or compensatory time off. All overtime work must be pre-authorized.
  - 1. A Fire Captain regularly assigned to a combat crew shall be paid at a premium overtime rate of one and one-half the day rate for all work performed outside of any combat crew shift. Combat crew shift work includes all work performed by a Fire Captain during a shift period, but does not include holdover work performed immediately after the conclusion of a Fire Captain's combat crew shift. When a fire Captain is required to holdover at the conclusion of a combat crew shift, the Fire

Captain shall be paid at a premium rate twice the combat rate of pay for all holdover work.

2. For a Fire Captain who is regularly assigned to work other than a combat crew (referred to herein as "day work"), the Fire Captain's regular rate of pay for all work shall be the day rate, except as follows: A Fire Captain regularly assigned to day work shall be paid at a premium overtime rate of one and one-half the combat rate when the Fire Captain works all or part of a combat crew shift in addition to all regularly scheduled day work. If a day work Captain works all or part of a combat crew shift and is required to holdover at the conclusion of the combat crew shift, the Fire Captain shall be paid at premium overtime rate twice the combat rate of pay for all holdover work.

- D. For purposes of identifying overtime work performed, the department shall record time worked to the nearest 15 minutes.
- E. Fire Captains who are directed to report to work during their scheduled off-duty time, or while on standby, shall be compensated with a minimum of four (4) hours pay. The employee shall receive overtime compensation, where applicable, for time worked on callback duty. In those cases where an employee does not report to work (to a station or to an incident scene), but is required to perform City work at home (including telephone advice) or at another location, the employee shall be paid only for time worked. Fire Captains will be paid at the day rate of pay whether such call back is for day work or for work on a combat crew shift. Fire Captains who volunteer for work beyond their regularly scheduled work assignments do not qualify for compensation under this paragraph.

#### VI. EDUCATION AND TRAINING PAY

The Mayor may adopt programs to promote employee education and training, provided that all compensation incentives under such programs are authorized within appropriate budget limitations established by the City Council.

#### VII. EMERGENCY ASSIGNMENTS

Employees classified as Fire Captains may temporarily be assigned to perform the duties of Emergency Response Chief. Upon expiration of such temporary assignment, the employee shall be restored to the position occupied at the time such assignment was made. While working out of classification as an Emergency Response Chief, the Captain shall be compensated \$50.00 for each 24 hour shift.

#### VIII. ALLOWANCES

- A. Meal Allowance. During emergencies or extraordinary circumstances the Fire Department shall provide adequate food and drink to maintain the safety and performance of Fire Department Employees.
- B. Business Expenses. City policy shall govern the authorization of employee advancement or reimbursement for actual expenses reasonably incurred in the performance of City business. Advancement or reimbursement shall be approved only for expenses documented and authorized in advance within budget limitations established by the City Council.

C. Automobiles.

1. The Mayor may authorize, under City policy, an employee to utilize a City vehicle on a take-home basis, and shall, as a condition of receipt, require said employee to reimburse the City for a portion of the take-home vehicle cost as provided in City ordinance.
2. Employees who are authorized to use, and who do use, privately owned automobiles for official City business shall be reimbursed for the operation expenses of said automobiles at the rate specified in City policy. Mileage forms are to be submitted on at least an annual basis.

D. Uniforms. Uniforms and other job-related safety equipment shall be provided as needed. Employees may select uniforms and related equipment from the approved list and shall be provided up to \$475 per year for this purpose. Dangerous or contaminated safety equipment shall be cleaned, repaired, or replaced by the Fire Department.

E. Heavy Rescue and Swift Water. Fire Captains regularly assigned to Heavy Rescue or Swift Water and who have completed the minimum requirements for certification to effectively lead Heavy Rescue or Swift Water operations shall receive an additional allowance of \$50.00 per month or the allowance received by 400 Series employees for the same involvement, if greater. This will be for no more than one Swift Water Fire Captain and two Heavy Rescue Fire Captains per platoon.

IX. CAPTAINS' HOURS OF SERVICE

- A. Whenever public safety interests demand, the Chief or designee of the Fire Department may require an employee to perform work beyond the employee's regularly scheduled duties. Whenever possible, Fire Department employee volunteers will be solicited. Forty hours within a seven-day week shall constitute a normal work period for all Fire Department employees, except employees assigned to the Combat Division. Employees regularly assigned to duty in the Combat Division shall perform their work during scheduled duty shifts; each consisting of 24 consecutive hours on duty at assigned Fire Department employment locations. Therefore, the parties agree that for employees assigned to the Combat Division, twenty-seven (27) days shall constitute a normal work period.
- B. Exchange of Time. Fire Department employees may exchange time in accordance with provisions outlined in the Fair ~~Labour~~ Labor Standards Act (substitution of work scheduled) and when the exchange does not interfere with the operation of the Fire Department, which includes employee responsibilities such as maintaining training and proficiency requirements, subject to the approval of the Fire Department employee's supervisor.

X. HOLIDAYS AND VACATION

Full-Time employees shall receive holidays and vacation as provided in this paragraph X. The Mayor shall provide, by policy, the specific terms and conditions upon which such holidays and vacation are to be made available to employees. Employees do not earn or receive holiday and vacation 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.

A. Holidays. The following days shall be recognized and observed as holidays for employees covered by this plan. Such employees shall receive their regular rate of pay for each of the unworked holidays:

1. New Year's Day, the first day of January.
2. Martin Luther King, Jr. Day, the third Monday of January.
3. President's Day, the third Monday in February.
4. Memorial Day, the last Monday of May.
5. Independence Day, the fourth day of July.
6. Pioneer Day, the twenty-fourth day of July.
7. Labor Day, the first Monday in September.
8. Veteran's Day, the eleventh day of November.
9. Thanksgiving Day, the fourth Thursday in November.
10. The Friday after Thanksgiving Day.
11. Christmas Day, the twenty-fifth day of December.
12. One personal holiday, taken upon request of the employee and at the discretion of the supervisor.

B. Vacations

1. Employees shall be entitled to receive their regular salaries during vacation periods earned and taken in accordance with the provisions in this paragraph.
2. For employees in the combat division of the Fire Department, the following schedule shall apply:

<u>Years of City Service</u>	<u>Shifts of vacation per year for Combat Fire Employees</u>
0 to end of year 3	5
4 to 6	6
7 to 9	7.5
10 to 12	9
13 to 14	10

15 to 19	11
20 or more	12.5

3. For employees (other than combat fire personnel) the following schedule shall apply:

<u>Years of City Service</u>	<u>Hours of Vacation Accrued Per Biweekly Pay Period</u>
0 to end of year 3	3.08
4 to 6	3.69
7 to 9	4.62
10 to 12	5.54
13 to 15	6.15
16 to 19	6.77
20 or more	7.69

For any plan year in which there are 27 pay periods, no vacation leave hours will be awarded on the 27<sup>th</sup> pay period.

4. Employees may accumulate vacations, (including both accrued vacation and sick leave conversion time), according to the length of their full-time Years of City Service up to the following maximum limits:

After 6 months	Up to 30 days/15 shifts (240 hours)
After 9 years	Up to 35 days/17.5 shifts (280 hours)
After 14 years	Up to 40 days/20 shifts (320 hours)

"Days," herein, means "8 hour" days. "Shifts," herein, means "24 hour" combat shifts.

Any vacation accrued beyond said maximums shall be deemed forfeited unless utilized prior to the end of the calendar year in which the maximum has been accrued. However, in the case of an employee returning from an unpaid military leave of absence, related provisions under city ordinance shall apply.

5. Years of City Service shall be based on the most recent date the person became a Full-Time salaried-employee.
6. Vacation Buy Back. The City may purchase within any calendar year up to, but not exceeding, 80 hours of accrued vacation time, to which an employee is entitled, with the consent of said employee and upon

favorable written recommendation of the Fire Chief and approval of the Chief Administrative Officer. Said purchase of accrued vacation time may be authorized, in the discretion of the City, when, in its judgment, it is demonstrated that:

- a. The cash payment in lieu of vacation time use shall not interfere with an employee's performance or create an unreasonable hardship on said employee;
  - b. There is a demonstrated need for the City to retain the services of the employee for said vacation time; and
  - c. There are sufficient funds in the Department budget to pay for the vacation time as certified by the City Management Services Director or designee, without disturbing or interfering with the delivery of City services
7. The foregoing, notwithstanding, under no circumstances may the City purchase more than five shifts for combat fire employees (80 hours for non-combat employees) of earned but unused vacation time from an employee during any 12 month period.
  8. The amount to be paid for any such purchase of vacation time as provided herein shall be based on the wage or salary rate of the said employee at the date of approval by the City. However, under no circumstances shall any overtime compensation be paid, computed or accrued by virtue of the City authorizing an employee to work a vacation period and receive cash payment therefor in lieu of use.
  9. The City shall make a diligent effort to provide employees their 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.

#### XI. SICK AND OTHER RELATED LEAVE OR PERSONAL LEAVE.

- A. Benefits in this section are for the purpose of continuing income to employees during absence due to illness, accident or personal reasons. Some of these absences may qualify under the Family and 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 Compensation Plan. Employees do not earn or receive leave benefits under this Section XI. 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.
- B. Full-Time employees shall receive benefits in this section either under a plan as provided in paragraph XI.D. (Plan "A"), or as provided in paragraph XI.E. (Plan "B").

C. Employees hired on or after November 16, 1997 shall participate in Plan B. All other employees shall participate in the plan they participated in on November 15, 1998.

D. Plan "A."

1. Sick Leave.

- a. Sick leave shall be provided for employees under this Plan "A" as insurance against loss of income when an employee is unable to perform assigned duties because of illness or injury. The Mayor may establish rules governing the interfacing of sick leave and Workers' Compensation benefits and avoiding, to the extent allowable by law, duplicative payments.
- b. Each salaried employee shall accrue sick leave at a rate of 6.93 hours per pay period, for combat fire employees (except for non-combat fire employees who shall accrue sick leave at a rate of 4.62 hours per pay period). For any plan year in which there are 27 pay periods, no sick leave hours will be awarded on the 27<sup>th</sup> pay period.

Authorized and unused sick leave may be accumulated from year to year subject to the limitations of this plan.

- c. Under this Plan "A," employees who have accumulated 15 shifts (for combat fire employees), or 240 hours (for non-combat employees) may choose to convert a portion of the year sick leave grant from any given year to vacation under the following stipulations and schedules.
- d. Eligible Combat Fire Employees' sick-leave-to-vacation conversion schedule:

Number of Sick Leave Shifts Used During Previous Calendar Year	Number of Sick Leave Shifts Available for Conversion
No shifts	4 shifts
1 shift	3 shifts
2 shifts	2-1/2 shifts
3 shifts	2 shifts
4 shifts	1 shift
5 or more shifts	No shifts

- e. Eligible Non-Combat employees (working 8 hour shifts) may choose to convert up to 64 hours of the sick leave grant from any



given year to vacation. Any sick leave used during the calendar year reduces the allowable conversion by an equal amount.

- f. Conversion at the maximum allowable hours will be made unless the employee elects otherwise. Any election by an employee for no conversion, or to convert less than the maximum allowable sick leave hours to vacation time, must be made by notifying his or her Personnel/Payroll Administrator, in writing, not later than the November vacation draw. Otherwise, the opportunity to waive conversion or elect conversion other than the maximum allowable amount shall be deemed waived for that calendar year. In no event shall sick leave days be converted from other than the current year's sick leave allocation.
- g. Any sick leave days, 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 an employee be entitled to any pay or compensation upon an employee's termination for any sick leave converted to vacation. Any sick leave converted to vacation remaining unused at the date of termination or retirement shall be forfeited by the employee.
- h. As stated above, authorized and unused sick leave may be accumulated from year to year.
- i. Employees who have accrued at least 80 hours sick leave may be allowed to use no more than 16 hours of accrued sick leave per calendar year for their own doctor's and/or dentist's appointments. This leave must be taken in one hour time blocks and may only be used upon prior approval of the employee's supervisor.

## 2. Hospitalization Leave

- a. In addition to the sick leave authorized under this Plan "A," each combat fire employee shall be entitled to 15 on-duty shifts off for hospitalization leave (except for non-combat Fire Department employees who shall be entitled to 30 days for hospitalization leave) each calendar year, provided that such leave may be taken only if, and during the period that employees are unable to perform assigned duties because of scheduled surgical procedures, urgent medical treatment, or hospital in-patient admission. Hospital leave shall not accumulate from year to year. 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.
- b. Employees who are unable to perform their duties during a shift due to preparations (such as fasting, rest, or ingestion of medicine), for or participation in, a scheduled surgical procedure, may report the absence from the affected shift as hospitalization leave, with the prior approval of their division head or supervisor.

- c. 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. The employee is responsible to report the receipt of urgent medical treatment to the employee's supervisor as soon as practical. For purposes of use of Hospital Hospitalization Leave, urgent medical treatment includes at-home care directed by a physician immediately after the urgent medical treatment and within the affected shift.
- d. Employees who are admitted to a hospital as an inpatient for medical treatment, so they are unable to perform their duties, may report the absence from duty while in the hospital as hospitalization leave.
- e. 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.
- f. An employee requesting hospitalization leave under this section may be required to provide verification of treatment or care from a competent medical practitioner.

3. Bereavement Leave

- a. Under this Plan "A" time off with pay will be granted to an 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, brother-in-law, sister-in-law, grandfather, step grandfather, grandmother, step-grandmother, grandchild, or stepgrandchild, stepchild, stepmother, stepfather, stepbrother or stepsister. In the event of death in any of these instances, the employee will be paid their regular base pay for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. Employees will be permitted one additional day of funeral leave on the day following the funeral or memorial service if: such service is held more than 150 miles distance from Salt Lake City; the employee attends the service; and the day following the service is a regular work shift. Satisfactory proof of such death, together with the date thereof, the date and location of the service, and the date of burial, must, on request, be furnished by the employees to their supervisors.
- b. In the event of death of an uncle, aunt, niece, nephew, or first cousin to the respective employee, said employee will be paid for time off from scheduled working hours while attending the funeral or memorial service for such person, not to exceed one shift.

- c. In the event of death of friends or relatives not listed above, an employee may be granted time off without pay, not to exceed four hours, or may use available vacation leave while attending the funeral or memorial service for such person, subject to the approval of his/her immediate supervisor.
- d. In the event the death of any member of the immediate family as set forth in this paragraph XI.D.3(a.) occurs while an employee is on vacation, his/her vacation will be extended by the amount of time authorized as bereavement leave under said paragraph.
- e. The provisions of this paragraph shall not be applicable to employees who are on leave of absence other than vacation leave.

4. Dependent Leave.

- a. Under Plan "A," dependent Leave may be requested by a Full-Time employee covered by this Compensation Plan for the following FMLA-qualifying reasons: (See APPENDIX C.)
  - 1. Becoming a parent through birth or adoption of a child or children.
  - 2. Placement of a foster child in the employee's home.
  - 3. Due to the care of the employee's child, spouse, or parent with a serious health condition.
- b. Under Plan "A," dependent leave may also be requested by a Full-Time employee to care for an employee's child, spouse or a parent who is ill or injured but who does not have a serious health condition.
- c. The following provisions apply to the use of dependent leave by a Full-Time employee.
  - 1. Dependent leave may be granted with pay on a straight time basis.
  - 2. If the employee has accumulated and available unused sick leave, the employee shall be entitled to use as dependent leave such accumulated and available unused sick leave.
  - 3. The employee shall give notice of the need to take dependent leave and the expected duration of such leave to to his or her supervisor as soon as possible under the circumstances.
  - 4. The employee shall provide, upon request of the supervisor, certification of birth or evidence of a child placement for adoption, or a letter from the attending physician in the event of hospitalization, injury or illness of a child, spouse

or parent within five calendar days following termination of such leave.

5. An employee's sick leave shall be reduced by the number of hours taken by an employee as dependent leave under this paragraph provided, however, that 40 hours of dependent leave used during the calendar year will not affect the sick leave conversion options as outlined in paragraph XI.C.1.
  6. Probationary employees are not eligible for dependent leave.
5. Career Incentive Leave, Plan "A." Full-Time employees, who have been in consecutive Full-Time employment with the City for more than 20 years, and who have accumulated to their credit 1500 or more sick leave hours, may make a one-time election to convert up to 160 hours of sick leave into 80 hours of paid Career Incentive Leave. Career Incentive Leave must be taken prior to retirement. Sick leave hours converted to Career Incentive Leave will not be eligible for a cash payout upon termination or retirement even though the employee has unused Career Incentive Leave hours available. This leave can be used for any reason. Requests for Career Incentive Leave must be submitted in writing to the Fire Chief and be approved subject to the department's business needs (e.g., work schedules and workload).
6. Retirement Benefit, Plan "A."
- a. Persons who retire under the eligibility requirements of the Utah State Retirement Systems will be paid in cash at their then current pay scale, a sum equal to their daily rate of pay for 25% of the accumulated sick leave days reserved for the benefit of said employee at the date of the employee's retirement.
  - b. In lieu of the above, Full-Time employees may elect in writing to convert the sick leave privilege provided above to hospital and surgical coverage. 50% of the sick leave hours available at retirement may be converted to a dollar allowance at the time of retirement. The sick leave hours converted to a dollar allowance shall be subject to any state and federal income and social security tax withholding required by law. An employee's available sick leave account balance, computed by the hours therein times the salary rate at the effective date of employment separation, determines the number of months of medical and surgical coverage which may be purchased. The purchase is made on a monthly basis, which shall be computed on a monthly basis of charges against the account balance. If insurance costs increase, the number of months of coverage will decrease. This provision shall not act to reinstate an employee with sick leave benefits which were in any respect lost, used, or forfeited prior to the effective date of this plan.

E. Plan "B."

1. The benefit Plan Year of Plan "B" begins in each calendar year on the first day of the pay-period that includes November 15. Under this Plan "B," personal leave shall be provided for employees as insurance against loss of income when an employee needs to be absent from work because of illness or injury, to care for a dependent, or for any other emergency or personal reason. Where the leave is not related to the employee's own illness or injury—or an event that qualifies under the FMLA—a personal leave request is subject to supervisory approval based on the operational requirements of the City and any policies regarding the use of such leave adopted by the department in which the employee works.
2. Each Full-Time employee under this Plan "B" shall be awarded each pay period, personal leave hours based on the following schedule:

	<u>Hours of Personal Leave</u>
Noncombat Personnel	3.08
Combat Personnel	4.62

For any plan year in which there are 27 pay periods, no personal leave hours will be awarded on the 27<sup>th</sup> pay period.

3. Not later than October 31st in each calendar year, employees covered by Plan "B" may elect, by notifying their Personnel/Payroll Administrator in writing, to:
  - a. Convert any unused personal leave hours available at the end of the first pay period of November to 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 plan year up to 80/120 (combat) unused personal leave hours, or
  - c. Convert a portion of unused personal leave hours, to a lump sum payment as provided in subparagraph (a) above and carry over a portion as provided in subparagraph (b) above.
4. Maximum Accrual. A maximum of 80 hours (120 combat)/5 shifts of personal leave may be carried over to the next plan year. Any personal leave hours unused at the end of the plan year in excess of 80 hours (120 combat)/5 shifts shall be converted to a lump sum payment as provided in subparagraph 3.a above.
5. Termination Benefits. 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.

6. Conditions on Use of Personal Leave are:

- a. Minimum use of personal leave is one hour.
- b. Except in unforeseen circumstances, such as emergencies or the employees' inability to work due to their illness or accident, or an unforeseen FMLA-qualifying event, the employees must provide their supervisors with prior notice to allow time for the supervisors to make arrangements necessary to cover the employees' work.
- c. For leave due to unforeseen circumstances, the employees must give their supervisors as much prior notice as possible.

7. Bereavement Leave.

- a. Under this Plan "B," time off with pay will 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, brother-in-law, sister-in-law, grandfather, step-grandfather, grandmother, step-grandmother, grandchild, or stepgrandchild, stepchild, stepmother, stepfather, stepbrother or stepsister. In the event of death in any of these instances, the employee will be paid his/her regular base pay for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. Employees will be permitted one additional day of funeral leave on the day following the funeral or memorial service if: such service is held more than 150 miles distance from Salt Lake City; the employee attends the service; and the day following the service is a regular work shift. Satisfactory proof of such death, together with the date thereof, the date and location of the service, and the date of burial, must, on request, be furnished by the employees to their supervisor.
- b. In the event of death of a friend or a relative not listed above, said employee may be allowed to use personal leave or vacation for time off from scheduled working hours to attend the funeral or memorial service for such person. Such leave is subject to the approval of the staffing office or immediate supervisor.

8. Career Enhancement Leave, Plan "B." A Full-Time employee covered under this Plan "B" is eligible, after 15 years of full time service with the City, to be selected to receive up to two weeks of career enhancement leave. This one-time leave benefit could be used for formal training, informal course of study, job-related travel, internship, mentoring or other activity which could be of benefit to the City and the employee's career development. Selected employees shall receive their full regular salary during the leave. Request for this leave must be submitted in writing to the appropriate Department head Fire Chief, stating the purpose of the request and how the leave is intended to benefit the City. The request must be approved by the Department head Fire Chief and by the Human

Resources Director who will review the request for compliance with the guidelines outlined here).

9. Retirement/Layoff (RL) Benefit, Plan "B."
  - a. Full-Time employees currently covered under Plan "B" who were hired before November 16, 1997, and who elected in 1997 to be covered under Plan "B," shall have a retirement/layoff account (hereinafter referred to as an "RL account") equal to sixty percent of their accumulated unused sick leave hours available on November 16, 1997, minus any hours withdrawn from that account since it was established.
  - b. Full-Time employees who were hired before November 16, 1997 and who elected in 1998 to be covered under Plan "B," shall have an RL account equal to fifty percent of their accumulated unused sick leave hours available on November 14, 1998, minus any hours withdrawn after the account is established.
  - c. Payment of the RL Account.
    - (1) All of the hours in the RL account shall be payable at retirement or layoff as follows: The employee shall be paid the employee's hourly rate of pay on date of termination or layoff for each hour in the employee's RL account.
    - (2) In the case of retirement only, in lieu of the above, employees may elect to convert the RL account payment as provided herein to hospital and surgical coverage. Such payment shall be subject to any state and federal income and social security tax withholding required by law. An employee's available RL account balance, computed by the hours therein times the salary rate at the effective date of employment separation, determines the number of months of medical and surgical coverage which may be purchased. The purchase is made on a monthly basis, which shall be computed on a monthly basis of charges against the account balance. If insurance costs increase, the number of months of coverage will decrease.
  - d. Hours may be withdrawn from the RL account for emergencies after personal leave hours are exhausted, and with approval of the employee's supervisor. RL account hours may also be used as a supplement to Workers' Compensation benefits which, when added to the employees' Workers' 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 RL account hours to supplement Workers' Compensation benefits.
10. Short Term Disability Insurance, Plan "B." Protection against loss of income when an employee is absent from work due to short term disability shall be provided to Full-Time employees covered under Plan "B" 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.

## XII. MILITARY LEAVE AND JURY DUTY

- A. Leave of absence for employees who enter uniformed service. An employee who enters the service of a uniformed services 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 from 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.
- B. Leave while on duty with the armed forces or Utah National Guard. Employees covered by this Plan who are or who shall become members of the reserves of a federal armed forces, including United States Army, United States Navy, United States Marine Corps, United States Air Force, and the United States Coast Guard, or any unit of the Utah National Guard, shall be allowed full pay for all time not in excess of 11 working days per calendar year spent on duty with such agencies. This leave shall be in addition to the annual vacation leave with pay. To qualify, employees claiming the benefit under this provision shall provide documentation to the City demonstrating duty with such agencies. To qualify, duty herein need not be consecutive days of service.
- C. Leave for Jury/Court Duty. Employees shall be entitled to receive and retain statutory juror's/court fees paid for jury/court service in the State and Federal Courts subject to the conditions hereinafter set forth. No reduction in an employee's salary or regular wages shall be made for absence from work resulting from such jury/court service. Any duty related court service shall be considered time worked, but not emergency call-back. On those days that an employee is required to report for jury/court service and is thereafter excused from such service during his or her regular working hours from the City, he or she shall forthwith return to and carry on his or her regular City employment. Failure Employees who fail to so-return to work after being excused from jury duty for the day shall result in the forfeiture of that day's pay by such employee; be subject to discipline.

## XIII. INJURY LEAVE

- A. Injury Leave. The City shall establish rules governing the administration of an injury leave program for employees.
1. The disability must have resulted from an injury arising out of the discharge of official duties and/or while exercising some form of necessary job-related activity as determined by the City (i.e., law enforcement, fire fighting, medical services, etc.);
  2. The employee must be unable to return to work due to the injury as verified by a licensed physician acceptable to the City;



3. The leave benefit shall not exceed the value of the employee's net salary during the period of absence due to the injury, less all amounts paid or credited to the employee as Workers' Compensation, social security, long term disability or retirement benefits, or any form of governmental relief whatsoever;
4. The 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~~ Fire Chief after receiving an acceptable treatment plan and consulting with the City's Risk Manager;
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 City's Risk Manager may be reviewed by the ~~Director of the Department of Management Services~~ Chief Administrative Officer who may make recommendations to the Mayor for final decisions;
6. If an employee is eligible for Workers' 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 Management Services to use either accumulated sick leave or hours from the RL account, if applicable, and authorized vacation time to supplement Workers' Compensation so that the employee is receiving the employee's regular net salary.

#### XIV. ADDITIONAL LEAVES OF ABSENCE.

Additional unpaid leaves of absence may be requested in writing and granted to an employee at the discretion of and on conditions established by the Chief.

#### XV. INSURANCE

- A. Group Insurance. Employees of the City will be required to enroll for single coverage in the City's group medical insurance plan in conformity with and under the terms of an insurance plan adopted by the City, as permitted by ordinance. The City will provide a basic term life and accidental death plan. The City will also make available other bona fide benefit programs. Retired City employees and their eligible dependents may also be permitted to participate in the City's medical and dental plans under terms and conditions established by the City. The City shall cause the specific provisions of the group plan to be detailed and made available to the employees. The City will deduct from each payroll all monies necessary to fund employees' share of insurance coverage and make all payments necessary to fund the plan within budget limitations established by the City Council.
- B. The City will participate in the Nationwide Post Employment Health Plan, as adopted by the City by ordinance. The City will contribute \$600.08 per year (prorated per employee's biweekly pay period) into each employee's Nationwide Post Employment Health Plan account.

#### XVI. WORKERS' COMPENSATION

In addition to the foregoing, the Mayor may provide for Workers' Compensation coverage to the employees under applicable provisions of State statute. When released by the medical provider, light duty work is mandatory.

## XVII. LONG TERM DISABILITY COMPENSATION

Optional long term disability is available to employees eligible under the City's Long Term Disability Program (Income Protection Program), subject to the terms and conditions of the plan. This program provides continuation of income to employees of the City who are permanently and totally disabled as defined under the program.

## XVIII. TRANSITIONAL DUTY.

Depending on the City's need or legal requirements employees may be placed temporarily in a transitional duty position when illness or injury prevents them from performing his or her regular duties. This provision applies only when there is transitional duty work available, as decided by the Chief or the Chief's designee.

## XIX. SEPARATION FROM SERVICE

- A. Social Security Adopted. Exception. The City hereby adopts the provisions of the Federal Social Security system and applies and extends the benefits of the old age and survivor's insurance of the Social Security Act to employees, unless determined otherwise by the Mayor or unless required by State or Federal law.
- B. Retirement Programs. The City hereby adopts the Utah State Retirement System for providing retirement pensions to employees covered by the plan. The City may permit or require the participation of employees in its retirement program(s) under terms and conditions established by the Mayor and consistent with state law.. Such programs may include:
  1. The Utah Firefighters Retirement System
  2. Deferred Compensation Programs
  3. Retirement Incentive Programs
- C. The 20054-20065 fiscal year pension contribution rates for employees covered by this paragraph are shown in Appendix B.
- D. Layoffs. In the event of layoffs, the Salt Lake City Civil Service Commission Rules and Regulations shall apply.
  1. Employees who are subject to layoff because of lack of work or lack of funds shall be eligible to receive:
    - a. One hundred percent of their accumulated unused sick leave hours, if covered under paragraph XI.D. (Plan "A"); or
    - b. One hundred percent of their RL account if covered under paragraph XI.E (Plan "B").
    - c. Accrued unused personal leave at 50% of the employees' base hourly rate, if covered under paragraph XI.E (Plan "B").
  2. Employees in appointed positions are not eligible for layoff benefits because they are "at will" employees.

E Separation From Employment Due to Resignations Or Otherwise

1. Every employee who is separated from City employment for any reason shall be paid for:
  - a. Earned vacation time accrued, unused, and unforfeited as of the date of termination;
  - b. Unused compensatory time off; and
  - c. If a participant in "Plan B," any accrued and unused personal leave in accordance with paragraph XI.E.5 of this chapter.

XX. RECOGNITION OF THE PROFESSIONAL EMPLOYEES COUNCIL

The City recognizes the Professional Employees Council (PEC) to maximize input into decisions regarding this Compensation Plan.

XXI. SENIORITY, PAY PREMIUMS, DIFFERENTIALS AND ALLOWANCES

For purposes of this compensation plan, "seniority" shall be defined as an employee's uninterrupted, full time salaried employment with the City. An employee's earned seniority shall not be lost because of absence due to authorized leaves of absence or temporary layoffs not to exceed two years.

XXII. AUTHORITY OF THE MAYOR

Employees covered by this compensation plan may be appointed, classified, and advanced under rules and regulations promulgated by the Mayor, or the Civil Service Commission, if applicable, within budget limitations established by the City Council.

XXIII. APPROPRIATION OF FUNDS

All provisions in this compensation plan that involve the expenditure of funds are subject to appropriation of funds for such purposes.

**APPENDIX A - SALARY SCHEDULE FOR 900 SERIES EMPLOYEES**  
**Bi-Weekly Rates**

~~July 1, 2004~~ June 19, 2005

**GRADE 901 - FIRE CAPTAIN**

Top Level	<del>\$ 2,624.00</del>
	\$ 2,676.80
Level 2	<del>\$ 2,528.00</del>
	\$ 2,578.40
Level 1	<del>\$ 2,424.00</del>
	\$ 2,472.80

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**GRADE 902 - FIRE BATTALION CHIEF**

Top Level	<del>\$ 3,073.60</del>
	\$ 3,135.20
Level 2	<del>\$ 2,972.00</del>
	\$ 3,031.20
Level 1	<del>\$ 2,872.00</del>
	\$ 2,929.60

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**Change in pay level assignment depends on approval of the Fire Chief**

## APPENDIX B

### UTAH STATE RETIREMENT CONTRIBUTIONS FY 2004/2005 2005/2006

UTAH STATE RETIREMENT SYSTEM	EMPLOYEE CONTRIBUTION	TOTAL EMPLOYEE CONTRIBUTION PAID BY CITY	TOTAL EMPLOYER CONTRIBUTION	GRAND TOTAL CONTRIBUTION
Firefighter Contributory Retirement System	7.83%	7.83%	0	7.83%

For FMLA attachment (Appendix C), see Executive Employees and Elected Officials Compensation Plan

SALT LAKE CITY ORDINANCE  
No. \_\_\_\_\_ of 2005  
(Approving the Compensation Plan for  
Unclassified Employees  
of Salt Lake City)

AN ORDINANCE APPROVING A COMPENSATION PLAN FOR  
UNCLASSIFIED EMPLOYEES.

Be it ordained by the City Council of Salt Lake City, Utah:

SECTION 1. PURPOSE. The purpose of this Ordinance is to approve the attached Compensation Plan for Unclassified Employees. Three copies of said Compensation Plan shall be maintained in the City Recorder's Office for public inspection.

SECTION 2. APPLICATION. The Compensation Plan shall not apply to employees whose employment terminated prior to the effective date of this Ordinance.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be deemed effective on July 1, 2005.

Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

COMPENSATION PLAN FOR SALT LAKE CITY CORPORATION UN-CLASSIFIED EMPLOYEES

I. EFFECTIVE DATE

The provisions of this plan shall be effective commencing ~~July 1~~ June 19, 2004 ~~2005~~.

II. EMPLOYEES COVERED BY THIS PLAN

Employees subject to this plan shall be full-time, regular part-time (RPT) and job sharing City employees designated as "Un-Classified" employees. "Un-Classified" employees are "appointed" and "at-will" employees, who are not covered under the City's Compensation Plan for executive employees and elected officials. This plan intends to comply with Utah law in recognizing the at-will status of such un-classified employees. Employees are not covered by the paid leave and longevity payment provisions of this plan while they are on unpaid leave of absence. However, employees on an unpaid military leave of absence may be entitled to the restoration of certain leave and longevity benefits, as provided by city ordinance.

III. WAGES AND SALARIES

A. Determination.

1. To the degree that funds permit, Un-Classified employees shall be paid salaries that:
  - a. Are commensurate with the skills and abilities required of the position.
  - b. Attain comparability with salaries paid by other public employers and private enterprises for similar work.
  - c. Reflect executive level assessment of the value of the position and the incumbent's contribution to accomplishment of administrative goals, within the boundaries provided in Appendix "A."
2. The Mayor or City Council shall develop policies and guidelines for the administration of the pay plan, consistent with City law and the plan.

B. Salary Bands. Un-Classified employees shall be paid salaries according to the salary band structure, attached as Appendix "A."

IV. LONGEVITY PAY

Un-Classified Employees are not eligible for and shall not receive longevity pay.

V. OVERTIME COMPENSATION

Un-Classified Employees who are exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) are not eligible for overtime compensation. Non-exempt Un-Classified employees, who are authorized and required by their supervisors to perform City work on an overtime basis according to City policy, shall be compensated by pay or compensatory time off. Only hours actually worked shall be used in the calculation of overtime. It shall be at the discretion of the Elected Official or Department

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 25 APRIL 2005  
By [Signature]



Director, subject to the limitations of the Fair Labor Standards Act and City policy, to determine whether an employee receives cash payment or compensatory time off. All overtime work must be pre-authorized. In no case shall overtime compensation exceed the rate of 1-1/2 times an employee's regular hourly rate of pay.

#### VI. EDUCATION AND TRAINING PAY

~~Education Incentives.~~ The Mayor or City Council may adopt programs to promote employee education and training, provided that all compensation incentives under such programs are authorized within appropriate budget limitations established by the City Council.

#### VII. ALLOWANCES

- A. Meal Allowance. ~~Non-Exempt Employees~~ employees shall be eligible for meal allowances in the amount of \$8.00 when said employees work 2 or more hours consecutive to their normally scheduled shift, as pre-approved by their supervisor. Said ~~non-exempt~~ employees may also receive \$8.00 for each additional 4 hour consecutive period of work which is in addition to the normally scheduled work shift, as preapproved by their supervisor.
- B. Business Expenses. City policy shall govern the authorization of employee advancement or reimbursement for expenses reasonably incurred in the performance of City business. Advancement or reimbursement shall be restricted on the basis of established per diems, and approved only for expenses documented and authorized within limitations established by the City Council.
- C. Automobiles.
1. The Mayor or City Council may authorize, subject to the conditions provided in City policy, an employee to utilize a City vehicle on a take-home basis, and shall require said employee to reimburse the City for a portion of the take-home vehicle cost, as provided in applicable policy and City ordinance.
  2. Employees who are authorized to use, and who do use, privately owned automobiles for official City business shall be reimbursed for the operation expenses of said automobiles as provided in City policy.

#### VIII. HOURS OF SERVICE.

A. ~~Hours Worked.~~ Un-Classified employees' work hours are determined by the needs of the position. Appropriate regular hours of work necessary to meet such needs—along with flexible scheduling, if any—will be decided by the Elected Official or Department Director.

#### IX. HOLIDAYS AND VACATION

Full-time, Un-Classified employees shall receive holidays and vacation as provided in this paragraph IX. Employees do not earn or receive holiday and vacation 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.

- A. Holidays.

1. The following days shall be recognized and observed as holidays for full-time employees covered by this plan. Such full-time employees shall receive their regular rate of pay for each of the following unworked holidays:
  - a. New Year's Day, the first day of January.
  - b. Martin Luther King, Jr. Day, the third Monday of January.
  - c. President's Day, the third Monday in February.
  - d. Memorial Day, the last Monday of May.
  - e. Independence Day, the fourth day of July.
  - f. Pioneer Day, the twenty-fourth day of July.
  - g. Labor Day, the first Monday in September.
  - h. Veteran's Day, the eleventh day of November.
  - i. Thanksgiving Day, the fourth Thursday in November.
  - j. The Friday after Thanksgiving Day. (See holiday exception below.)
  - k. Christmas Day, the twenty-fifth day of December.
  - l. One personal holiday, taken upon request of the employee.
2. When any holiday listed above falls on a Sunday, the following business day shall be considered a holiday. When any holiday listed above falls on a Saturday, the preceding business day shall be considered a holiday. In addition to the above, any day may be designated as a holiday by proclamation of the Mayor and/or the City Council.
3. No employee shall receive in excess of one day of holiday pay for a single holiday. Employees must work or be on authorized leave their last scheduled working day before and the next working day following the holiday to qualify for holiday pay.
4. Holiday Exception. In lieu of taking the day ~~Friday~~ after Thanksgiving Day as a holiday, employees may observe this holiday up to 50 days prior to Thanksgiving Day, provided that the date chosen is approved in writing by the supervisor.

B. Vacations.

1. Full-time employees covered under this plan shall be entitled to receive their regular salaries during vacation periods earned and taken in accordance with the provisions in this paragraph.
2. For full-time employees, the following schedule shall apply:

<u>Completed years of City Service</u>	<u>Hours of Vacation Accrued Per Biweekly Pay Period</u>
0 to end of year 3	3.08
4 to 6	3.69
7 to 9	4.62
10 to 12	5.54
13 to 15	6.15
16 to 19	6.77
20 or more	7.69

For any plan year in which there are 27 pay periods, no vacation leave hours will be awarded on the 27<sup>th</sup> pay period.

3. Full-time employees may accumulate vacations, according to the length of their full-time Years of City Service up to the following maximum limits:

Up to and including 9 years                      Up to 30 days (240 hours)

After 9 years    Up to 35 days (280 hours)

After 14 years    Up to 40 days (320 hours)

"Days," herein, means "8 hour" days.

Any vacation accrued beyond said maximums shall be forfeited, unless utilized prior to the end of the calendar year in which the maximum has been accrued. However, ~~However,~~ in the case of an employee returning from an unpaid military leave of absence, related provisions under city ordinance shall apply.

4. Years of City Service shall be based on the most recent date the person became a Full-Time salaried-employee.
5. Vacation Buy-Back. The City may purchase within any twelve month period up to, but not exceeding, 80 hours of earned and accrued vacation time to which an employee is entitled as authorized in this paragraph, with the consent of said employee and upon a favorable written recommendation of the employee's Department Director and approval of the Chief Administrative Officer.

Said purchase of accrued vacation time may be authorized, at the discretion of the City, when in its judgment, it is demonstrated that:

- a. The cash payment in lieu of vacation time use shall not interfere with an employee's performance or create an unreasonable hardship on said employee;
- b. There is a demonstrated need for the City to retain the services of the employee during said vacation time; and
- c. There are sufficient funds in the Department budget to pay for the vacation time as certified by the Department Director, without disturbing or interfering with the delivery of City services.

The amount to be paid for any such purchase of vacation time as provided herein shall be based on the wage or salary rate of the said employee at the date of approval by the City. However, under no circumstances shall any overtime compensation be paid, computed or accrued by virtue of the City authorizing an employee to work a vacation period and receive cash payment therefor in lieu of use.

The City shall make a diligent effort to provide employees their 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.

X. SICK AND OTHER RELATED LEAVE OR PERSONAL LEAVE.

A. Benefits in this section continue income to employees during absence due to illness, accident or personal reasons. Some of these absences may qualify under the Family and 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 Compensation Plan. Employees do not earn or receive benefits of this Section X. while on unpaid leave of absence. However, employees on an unpaid military leave of absence may be entitled to the restoration of such benefits, as provided by city ordinance.

C.B. Full-time employees covered under this plan shall receive leaves of absence related to their illnesses, injuries or their dependents' illnesses or injuries either under a plan as provided in paragraph X.D. (Plan "A"), or as provided in paragraph X.E. (Plan "B").

D.C. Employees hired on or after November 16, 1997 shall participate in Plan B. All other employees shall participate in the plan they participated in on November 15, 1998.

E.D. Plan "A."

1. Sick Leave.

- a. Sick leave shall be provided for full-time employees under this Plan "A" as insurance against loss of income when an employee is unable to perform assigned duties because of illness or injury. The Mayor may establish written rules governing the interfacing of sick leave and Workers' Compensation benefits and avoiding, to the extent allowable by law, duplicative payments.
- b. Each full-time employee shall accrue sick leave at a rate of 4.62 hours per pay period. For any plan year in which there are 27 pay periods, no sick leave hours will be awarded on the 27<sup>th</sup> pay period. Authorized and unused sick leave may be accumulated from year to year subject to the limitations of this plan.
- c. Under this Plan "A," employees who have accumulated 240 hours of sick leave may choose to convert up to 64 hours of the sick leave grant from any given year to vacation leave. Any sick leave used during the calendar year reduces the allowable conversion by an equal amount.
- d. Conversion at the maximum allowable hours will be made unless the employee elects otherwise. Any election by an employee for no conversion, or to convert less than the maximum allowable sick leave hours to vacation time, must be made by notifying his or her Personnel/Payroll Administrator, in writing, not later than the second payperiod of the new calendar year. Otherwise, the opportunity to waive conversion or elect conversion other than the maximum allowable amount is waived for that calendar year. In no event shall sick leave days be converted from other than the current year's sick leave allocation.
- e. Any sick leave hours, properly converted to vacation benefits as above described, shall be taken prior to any other vacation hours to which the employee is entitled; provided, however, that in no event shall an employee be entitled to any pay or compensation upon an employee's termination for any sick leave converted to vacation. Any sick leave converted to vacation and remaining unused at the date of termination or retirement is forfeited by the employee.

2. Hospitalization Leave

- a. Hospitalization leave shall be provided for full-time employees under this Plan "A," in addition to sick leave authorized hereunder, as insurance against loss of income when employees are unable to perform assigned duties because of scheduled surgical procedures, urgent medical treatment, or hospital in-patient admission.
- b. Employees shall be entitled to 30 days of hospitalization leave each calendar year. Hospitalization leave shall not accumulate from year to year. 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.

- c. Employees who are unable to perform their duties during a shift due to preparations (such as fasting, rest, or ingestion of medicine) for ~~or participation in~~ a scheduled surgical procedure, may report the absence from the affected shift as hospitalization leave, with the prior approval of their division head or supervisor.
- d. Employees who must receive urgent medical treatment at a hospital, emergency room or acute care facility and are unable to perform their duties during a shift due to that urgent medical treatment, may report the absence from the affected shift as hospitalization leave. The employee is responsible to report the receipt of urgent medical treatment to the employee's Division head or supervisor as soon as practical. For purposes of use of Hospital hospitalization Leave, urgent medical treatment includes at-home care directed by a physician immediately after the urgent medical treatment and within the affected shift.
- e. Employees who are admitted as an inpatient to a hospital for medical treatment and are thus unable to perform their duties, may report the absence from duty while in the hospital as hospitalization leave.
- f. Time spent in 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.
- g. An employee requesting hospitalization leave under this section may be required to provide verification of treatment or care from a competent medical practitioner.

3. Bereavement Leave

- a. Under this Plan "A," time off with pay will be granted to a full-time employee who suffers the death of a wife, husband, child, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, step-grandfather, grandmother, step-grandmother, grandchild, or stepgrandchild, stepchild, stepmother, stepfather, stepbrother or stepsister. In the event of death in any of these instances, the employee will be paid their regular base pay for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. Employees will be permitted one additional day of funeral or memorial service leave on the day following the service if: such service is held more than 150 miles distance from Salt Lake City; the employee attends the service; and the day following the service is a regular work shift. Satisfactory proof of such date of death, the date and

location of the funeral or memorial service, and the date of burial, must on request be furnished by the employee to his or her supervisor.

- b. In the event of death of an uncle, aunt, niece, nephew, or first cousin to the respective employee, said employee will be paid for time off from scheduled working hours while attending the funeral or memorial service for such person, not to exceed one shift.
- c. In the event of death of friends or relatives not listed above, an employee may be granted time off without pay, not to exceed four days, or may use available vacation leave while attending the funeral or memorial service for such person, subject to the approval of his or her immediate supervisor.
- d. In the event the death of any member of the immediate family as set forth in this paragraph occurs while an employee is on vacation, their vacation will be extended by the amount of time authorized as bereavement leave under said paragraph.
- e. The provisions of this paragraph shall not be applicable to employees who are on leave of absence other than vacation leave.

4. Dependent Leave.

- a. Under Plan "A," dependent leave may be requested by a full-time employee covered by this Compensation Plan for the following FMLA-qualifying reasons:
  - 1. Becoming a parent through birth or adoption of a child.
  - 2. Placement of a foster child in the employee's home.
  - 3. Due to the care of the employee's child, spouse or parent with a serious health condition.
- b. Under Plan "A," dependent leave may also be requested by a full-time employee to care for an employee's child, spouse or a parent who is ill or injured but who does not have a serious health condition.
- c. The following provisions apply to the use of dependent leave by a full-time employee:
  - 1. Dependent leave may be granted with pay on a straight time basis.
  - 2. If the employee has accumulated and available unused sick leave, the employee shall be entitled to use as dependent leave accumulated and available unused sick leave.
  - 3. The employee shall give notice of the need to take dependent leave and the expected duration of such leave to

to his or her supervisor as soon as possible under the circumstances.

4. The employee shall provide, upon request of the supervisor: certification of birth or evidence of a child placement for adoption; or a letter from the attending physician in the event of hospitalization, injury or illness of a child, spouse or parent within 5 calendar days following such dependent leave.
  5. An employee's sick leave shall be reduced by the number of hours taken by an employee as dependent leave under this paragraph provided, however, that up to 40 hours of dependent leave used during the calendar year will not affect the sick leave conversion options as outlined in paragraph X.D.1.c.
5. Career Incentive Leave, Plan "A." Full-time employees, who have been in consecutive full-time employment with the City for more than 20 years, and who have accumulated to their credit 1500 or more sick leave hours, may make a one-time election to convert up to 160 hours of sick leave into 80 hours of paid Career Incentive Leave. Career Incentive Leave must be taken prior to retirement. Sick leave hours converted to Career Incentive Leave will not be eligible for a cash payout upon termination or retirement even though the employee has unused Career Incentive Leave hours available. Requests for Career Incentive Leave must be submitted in writing to the Department Director and be approved subject to the department's business needs (e.g., work schedules and workload).
6. Retirement Benefit, Plan "A."
- a. Persons who retire under the eligibility requirements of the Utah State Retirement Systems will be paid in cash at their then current pay scale, a sum equal to their daily rate of pay for 25% of the accumulated sick leave days reserved for the benefit of said employee at the date of the employee's retirement.
  - b. In lieu of the above, full-time employees may elect to convert the sick leave privilege provided above to hospital and surgical coverage. If such an election is made in writing, 50% of the sick leave hours available at retirement may be converted to a dollar allowance at the time of retirement. The sick leave hours converted to a dollar allowance shall be subject to any state and federal income and social security tax withholding required by law. An employee's available sick leave account balance, computed by the hours therein times the salary rate at the effective date of employment separation, determines the number of months of medical and surgical coverage which may be purchased. The purchase is made on a monthly basis, which shall be computed on a monthly basis of charges against the account balance. If insurance premiums increase, the number of months of coverage will decrease. This provision shall not act to reinstate an employee with sick leave benefits which were in any respect lost, used, or forfeited prior to the effective date of this plan.



E. Plan "B."

1. The benefit Plan Year of Plan "B" begins in each calendar year on the first day of the pay-period that includes November 15. Under this Plan "B," paid personal leave shall be provided for employees as insurance against loss of income when an employee needs to be absent from work because of illness or injury, to care for a dependent, or for any other emergency or personal reason. 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 supervisory approval based on the operational requirements of the City and any policies regarding the use of such leave adopted by the department in which the employee works..
2. Each full-time employee under this Plan "B" shall be awarded each plan year personal leave hours based on the following schedule:

Months of Consecutive City Service	Hours of Personal Leave per Biweekly Pay Period
Less than 6	1.54
Less than 24	2.31
24 or more	3.08

For any plan year in which there are 27 pay periods, no personal leave hours will be awarded on the 27<sup>th</sup> pay period.

3. Not later than October 31st in each calendar year, employees covered by Plan "B" may elect, by notifying their Personnel/Payroll Administrator in writing, to:
  - a. Convert any unused 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 personal leave hours, or
  - c. Convert a portion of unused personal leave hours for a lump sum payment as provided in subparagraph (a) above and carry over a portion as provided in subparagraph (b) above.
4. Maximum Accrual. A maximum of 80 hours of 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 3.a above.

5. Termination Benefits. 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.
6. Conditions on Use of Personal Leave are:
  - a. Minimum use of personal leave is one hour. Scheduling of personal leave is subject to supervisory approval.
  - b. Except in unforeseen circumstances, such as emergencies or the employees' inability to work due to their illness or accident, the employees must provide their supervisors with prior notice to allow time for the supervisors to make arrangements necessary to cover the employees' work.
  - c. For leave due to unforeseen circumstances, the employees must give their supervisors as much prior notice as possible.
7. Bereavement Leave.
  - a. Under this Plan "B," time off with pay will be granted to a full-time employee who suffers the death of a wife, husband, child, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, step-grandfather, grandmother, step-grandmother, grandchild, or stepgrandchild, stepchild, stepmother, stepfather, stepbrother or stepsister. In the event of death in any of these instances, the employee will be paid his/her regular base pay for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. Employees will be permitted one additional day of funeral or memorial service leave on the day following the service if: such service is held more than 150 miles distance from Salt Lake City; the employee attends the service; and the day following the service is a regular work shift. Satisfactory proof of the date of death, the date and location of the funeral or memorial service, and the date of burial, must, on request, be furnished by the employee to his or her supervisor.
  - b. 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 working hours to attend the funeral or memorial service for such person.
  - c. In the event of 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 funeral or memorial service for such person, subject to the approval of their immediate supervisor.
8. Career Enhancement Leave, Plan "B." A full-time employee covered under this Plan "B" is eligible, after 15 years of full-time service with the City, to be selected to receive up to two weeks of career enhancement

leave. This leave could be used for formal training, informal course of study, job-related travel, internship, mentoring or other activity which could be of benefit to the City and the employee's career development. Selected employees shall receive their full regular salary during the leave. Request for this leave must be submitted in writing to the appropriate department head or elected official, stating the purpose of the request and how the leave is intended to benefit the City. The request must be approved by the department head or elected official and by the Human Resources Director (who will review the request for compliance with the guidelines outlined here).

9. Plan "B" Retirement Benefit

- a. Full-time employees currently covered under Plan "B" who were hired before November 16, 1997 and who elected in to be covered under Plan "B," shall have a Plan B retirement account equal to sixty percent of their accumulated unused sick leave hours available on November 15, 1997, minus any hours withdrawn from that account since it was established.
- b. Full-time employees who were hired before November 16, 1997 and who elected in 1998 to be covered under Plan "B," shall have a Plan B retirement account equal to fifty percent of their accumulated unused sick leave hours available on November 14, 1998, minus any hours withdrawn after the account is established.
- c. Retirement Benefit.
  - (1) All of the hours in the Plan B retirement account shall be payable at retirement as follows: The employee shall be paid the employee's hourly rate of pay on date of retirement for each hour in the employee's severance account.
  - (2) In lieu of the above, full-time employees may elect to convert the Plan B retirement account payment as provided herein to hospital and surgical coverage. Such payment shall be subject to any state and federal income and social security tax withholdings required by law. An employee's available Plan B retirement account balance, computed by the hours therein times the salary rate at the effective date of employment separation, determines the number of months of medical and surgical coverage which may be purchased. The purchase shall be computed on a monthly basis and shall be based on charges against the account balance. If insurance costs increase due to group experience, the number of months of coverage will decrease.
- d. Hours may be withdrawn from the Plan B retirement account for emergencies after personal leave hours are exhausted and with the prior written approval of the employee's supervisor. Plan B retirement account hours may also be used as a supplement to Workers' Compensation benefits which, when added to the employee's Workers' Compensation benefits, equals the

employee's regular net salary. The employee must make an election in writing to his or her department head to use Plan B retirement account hours as to supplement Workers' Compensation benefits.

10. Short Term Disability Insurance, Plan "B." Protection against loss of income caused by an absence from work due to short term disability shall be provided to full-time employees covered under Plan "B" through short term disability insurance (SDI). There shall be no cost to the employee for SDI. SDI shall be administered in accordance with terms determined by the City. As one of the conditions of receiving SDI, the employee may be required by the City to submit to a medical examination by a medical provider of the City's choosing.

## XI. MILITARY LEAVE AND JURY DUTY

- A. Leave of absence for employees who enter uniformed service. An employee who enters the service of a uniformed services 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 from 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.
- B. Leave while on duty with the armed forces or Utah National Guard. Employees covered by this Plan who are or who shall become members of the reserves of a federal armed forces, including United States Army, United States Navy, United States Marine Corps, United States Air Force, and the United States Coast Guard, or any unit of the Utah National Guard, shall be allowed full pay for all time not in excess of 11 working days per calendar year spent on duty with such agencies. This leave shall be in addition to the annual vacation leave with pay. To qualify, employees claiming the benefit under this provision shall provide documentation to the City demonstrating duty with such agencies. To qualify, duty herein need not be consecutive days of service.
- C. Leave for Jury Duty. Employees shall be entitled to receive and retain statutory juror's fees paid for jury service in the State and Federal Courts. No reduction in an employee's salary or regular wages shall be made for absence from work resulting for such jury service. However, on those days 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, the employee shall forthwith return to and carry on his or her regular City employment. ~~Failure to so~~ Employees who fail to return to work shall result in the forfeiture of that day's pay by such employee after being excused from jury duty for the day shall be subject to discipline.

## XII. ADDITIONAL LEAVES OF ABSENCE.

Additional unpaid leaves of absence may be requested in writing and granted to an employee at the discretion of the employee's Department Director.

### XIII. INSURANCE

- A. Group Insurance. Employees of the City will be required to enroll for single coverage in the City's group insurance plan in conformity with and under the terms of an insurance plan adopted by the City, as permitted by ordinance. The City will provide a basic term life and accidental death plan. The City will also make available other bona fide benefit programs. Retired City employees and their eligible dependents may also be permitted to participate in the City's medical and dental plans under terms and conditions established by the City. The City shall cause the specific provisions of the group plan to be detailed and made available to the employees. The City will deduct from each payroll all monies necessary to fund employees' share of said insurance coverage and make all payments necessary to fund the plan, within budget limitations established by the City Council.
- B. The City will participate in the Nationwide Post Employment Health Plan, as adopted by the City by ordinance. The City will contribute \$600.08 per year (prorated per employee's biweekly pay period) into each employee's Nationwide Post Employment Health Plan account.

### XIV. WORKERS' COMPENSATION

- A. In addition to the foregoing, the Mayor shall provide for Workers' Compensation coverage to the employees, as required by applicable provisions of State statute.

### XV. LONG TERM DISABILITY COMPENSATION

Optional long term disability is available to employees eligible under the City's Long Term Disability Program (Income Protection Program), subject to terms and conditions of the plan. This program provides continuation of income to employees of the City who are permanently and totally disabled, as defined under the program.

### XVI. TRANSITIONAL DUTY

Depending on the City's need or legal requirements and availability of funding, employees may be placed temporarily in a transitional-duty position, when illness or injury prevents them from performing their regular duties.

### XVII. SEPARATION FROM SERVICE

- A. Social Security Adopted. The City hereby adopts the provisions of the Federal Social Security system and applies and extends the benefits of the old age and survivor's insurance of the Social Security Act to employees
- B. Retirement Programs. The City hereby adopts the Utah State Retirement System for providing retirement pensions to employees covered by the plan. The City may permit or require the participation of employees in its retirement program(s) under terms and conditions established by the Mayor and consistent with state law. Such programs may include:
  - 1. The Utah State Public Employees' Retirement System (Contributory and Non-Contributory)
  - 2. Deferred Compensation Programs

3. Retirement Incentive Programs

- C. The ~~2004~~2005-2005-2006 fiscal year retirement contribution rates for employees covered by this paragraph are shown in Appendix B.
- D. Layoffs. Un-Classified employees are not eligible for layoff benefits, including re-employment preference after being separated from an appointed position. However, if the separation from employment is not for cause due to poor performance, misconduct or malfeasance, the City may in its discretion, place the employee in a classified or un-classified vacant position for which the employee is qualified, if: 1) there is no other more qualified candidate for the vacant position; or 2) there is no candidate with a placement preference under City policy.
- E. Separation From Employment Due To Resignations Or Otherwise
1. Every employee who is separated from City employment for any reason shall be paid for:
    - a. Earned vacation time accrued, unused, and unforfeited as of the date of termination;
    - b. Unused compensatory time off; and
    - c. If a participant in "Plan B," any accrued and unused personal leave in accordance with paragraph X.D.5 of this chapter.
- F. Severance Benefit for Involuntary Separation
1. An Un-Classified employee who is involuntarily terminated from City employment for reasons other than for cause due to poor performance, misconduct or malfeasance, shall receive a severance benefit consisting of one week's base salary pay, determined on the effective date of termination, for each year of City employment calculated on a pro-rata basis, but which sum shall not exceed a total of 6 weeks' base salary.
  2. Exception: The Mayor for Executive Branch employees or the Executive Director of the City Council Office for Council employees, with the prior written advice and consent of the City Council, may in a writing filed with the City Recorder grant a larger severance benefit than specified under 2. above, if one is necessary to meet employment market conditions or where it would be in the City's best interests to do so.
  3. Not Eligible for Benefit. The severance benefit provided in Section "D" shall not be granted to the following employees:
    - a. An employee who, at the time of termination of employment, has been convicted, indicted, charged or is under active criminal investigation concerning a public offense involving a felony or

moral turpitude. This provision shall not restrict the award of full severance benefits should such employee subsequently be found not guilty of such charge or if the charges are otherwise dismissed.

- b. An employee who has been requested by the Mayor to resign under bona fide charges of nonfeasance, misfeasance or malfeasance in office.
- c. An employee who elects retirement from the City.
- d. An employee who accepts another position within the City.

#### XVIII. AUTHORITY OF THE MAYOR/CITY COUNCIL

Employees covered by this compensation plan may be appointed and advanced under written rules and regulations promulgated by the City, within budget limitations established by the City Council.

#### XIX. APPROPRIATION OF FUNDS

All provisions in this compensation plan that involve the expenditure of funds are subject to appropriation of funds for such purposes.

#### XX. JOB SHARING

- A. Un-Classified Employees may be authorized, by the City, to job share a full-time position. Under an authorized job share arrangement, the employees involved shall, pursuant to a written agreement between them, equally share in the compensation and benefits normally provided to the full-time position that is being shared. The full-time position that is being shared shall remain unchanged in its functions, duties, benefits and pay level assignment.
- B. A job share arrangement will not be authorized, unless the following occurs:
  - 1. The employees who are sharing a job have voluntarily entered into a written agreement specifying the hours each will work and the allocation of benefits and compensation between them; and
  - 2. The department director has approved in writing the job sharing arrangement.

#### XXI. REGULAR PART-TIME (RPT) EMPLOYEES

- A. Un-Classified regular part-time (RPT) employees are Un-Classified Employees whose jobs regularly required them to work twenty (20) or more but less than forty (40) hours a week. Such employees do not include seasonal employees and employees who job share under paragraph XIX.
- B. An Un-Classified RPT employee shall be paid an hourly wage based on the monthly salary rate specified in the pay band schedule, attached as Appendix "A."

- C. Unless otherwise modified by the City, Un-Classified RPT employees shall receive fifty percent (50%) of the following benefits subject to the conditions provided in this Plan:
  - 1. Education and Training Pay as specified in paragraph VI of this Plan.
  - 2. Holidays and leaves of absences, as specified in paragraphs IX, X, XI, and XII of this Plan.
  - 3. City's contribution to insurance premiums as provided under paragraph XIII of this Plan.
- D. Un-Classified RPT employees shall receive insurance benefits as provided under paragraph XIII, and the allowances as specified in paragraph VII. of this Plan.
- E. Un-Classified RPT employees may participate in retirement programs, as specified in paragraph XVII of this Plan.
- F. There shall be no cost to the Un-Classified RPT employee for Short-term Disability insurance.



## APPENDIX A - SALARY BANDS FOR UN-CLASSIFIED EMPLOYEES

July 1, 2004 June 19, 2005

BAND	UN-CLASSIFIED POSITION LEVEL						MIN			MAX
1	Clerical/Technical 1									
2	Clerical/Technical 2; Admin. Support 1									
3	Administrative Support 2									
4	Administrative Support 3									
5	Admin. Support 4						\$ 2,453	\$2,405	<b>BAND 8</b>	\$4,311
6	Admin. Support 5						\$ 5,315	\$5,211		\$9,340
7	Advisor				\$ 2,097		\$2,056		<b>BAND 7</b>	\$ 3,759
8	Sr. Advisor				\$ 4,544		\$4,454			\$ 8,144
					\$ 1,893	\$1,856	<b>BAND 6</b>	\$3,163	\$ 3,226	
					\$ 4,102	\$4,020		\$6,852	\$ 6,990	
					\$ 1,640	\$1,608	<b>BAND 5</b>	\$2,750	\$ 2,805	
					\$ 3,554	\$3,485		\$5,958	\$ 6,078	
					\$ 1,470	\$1,441	<b>BAND 4</b>	\$2,411	\$ 2,459	
					\$ 3,185	\$3,122		\$5,225	\$ 5,328	
					\$ 1,285	\$1,260	<b>BAND 3</b>	\$2,108	\$ 2,150	
					\$ 2,785	\$2,730		\$4,566	\$ 4,659	
					\$ 1,111	\$1,089	<b>BAND 2</b>	\$1,876	\$ 1,914	
					\$ 2,407	\$2,359		\$4,065	\$ 4,146	
					\$ 641	\$628	<b>BAND 1</b>	\$1,438	\$ 1,467	
					\$ 1,388	\$1,361		\$3,115	\$ 3,178	

Bi-Weekly/Monthly Rates

## APPENDIX B

### UTAH STATE RETIREMENT CONTRIBUTIONS FY ~~2004/2005~~ 2005/2006

UTAH STATE RETIREMENT SYSTEM	EMPLOYEE CONTRIBUTION	TOTAL EMPLOYEE CONTRIBUTION PAID BY CITY	TOTAL EMPLOYER CONTRIBUTION	GRAND TOTAL CONTRIBUTION
Public Employee Contributory Retirement System	0	6.00%	7.08%	13.08%
Public Employee Non-Contributory Retirement System	0	0	11.09%	11.09%

For FMLA attachment (Appendix C), see Executive Employees and Elected Officials Compensation Plan

Transmitted to the Mayor on \_\_\_\_\_.

Mayor's Action: \_\_\_\_\_ Approved. \_\_\_\_\_ Vetoed.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

(SEAL)

Bill No. \_\_\_\_\_ of 2005.  
Published: \_\_\_\_\_.

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 4-25-05  
By [Signature]

SALT LAKE CITY ORDINANCE  
No. \_\_\_\_\_ of 2005  
(Cemetery Fees)

AN ORDINANCE AMENDING CHAPTER 15.24, *SALT LAKE CITY CODE*,  
RELATING TO CEMETERIES.

Be it ordained by the City Council of Salt Lake City, Utah:

SECTION 1. That Section 15.24.120, *Salt Lake City Code*, pertaining to price for gravesites be, and the same hereby is, amended to read as follows:

**15.24.120 Price For Gravesites:**

The price for each gravesite sold in the various locations within the city cemetery shall be as follows:

A. Adult Gravesite: Beginning July 1, 2005, the price for an adult gravesite shall be six hundred fifty dollars (\$650.00) for Salt Lake City residents and nine hundred fifty dollars (\$950.00) for non-Salt Lake City residents. Beginning July 1, 2006, the price for an adult gravesite shall be seven hundred dollars (\$700.00) for Salt Lake City residents and one thousand two hundred twenty five dollars (\$1225.00) for non-Salt Lake City residents.

B. Infant Gravesite: Beginning July 1, 2005, the price for an infant gravesite shall be three hundred fifty dollars (\$350.00) for Salt Lake City residents and five hundred thirty five dollars (\$535.00) for non-Salt Lake City residents. Beginning July 1, 2006, the price for an infant gravesite shall be four hundred dollars (\$400.00) for Salt Lake City residents and seven hundred dollars (\$700.00) for non-Salt Lake City residents.

SECTION 2. That Section 15.24.220, *Salt Lake City Code*, pertaining to lots - continuing care required be, and the same hereby is, amended to read as follows:

**15.24.220 Lots-Continuing Care Required:**

A. All lots in the city cemetery shall be continually maintained by the city, whether sold with or without continuing care. Any lot that may have been sold without continuing care shall be subject to a charge of one hundred fifty dollars (\$150.00) per lot beginning July 1, 2005 for residents and two hundred twenty five dollars (\$225.00) for non-residents. Beginning July 1, 2006, any lot that may have been sold without continuing care shall be subject to a charge of two hundred dollars (\$200.00) for residents and three hundred fifty dollars (\$350.00) for non-residents. Said charge shall be collected from the lot owner or person interested in such lot, and in consideration of the payment of said sum the city shall continually care for and maintain such lot until said lot is transferred to another party. Upon any sale or other transfer of any cemetery lot, a continuing care charge of six hundred fifty dollars (\$650.00) beginning July 1, 2005, and seven hundred dollars (\$700.00) beginning July 1, 2006 per lot shall be payable to the city by the transferee.

B. No grave opening upon any lot shall be authorized by the city sexton/maintenance supervisor if continuing care is owed upon such lot until the charge provided in this section is paid. The execution of an installment note in accordance with the provisions of this chapter shall be deemed payment in order to authorize grave openings.

SECTION 3. That Section 15.24.290, *Salt Lake City Code*, pertaining to fees for City Sexton/Maintenance Supervisor's Services be, and the same hereby is, amended to read as follows:

**15.24.290 Fees For City Sexton/Maintenance Supervisor's Services:**

A. The city sexton/maintenance supervisor shall collect from those requiring his/her services, the following fees Monday through Saturday:

1. For opening and closing a single infant grave of five feet (5') in length or less, two hundred fifty dollars (\$250.00) for Salt Lake City residents beginning July 1, 2005, and three hundred dollars (\$300.00) beginning July 1, 2006 and for non-Salt Lake City residents three hundred seventy five dollars (\$375.00) beginning July 1, 2005, and five hundred twenty five dollars (\$525.00) beginning July 1, 2006;

2. For opening and closing a single adult grave for cement receptacle, four hundred fifty dollars (\$450.00) for Salt Lake City residents beginning July 1, 2005, and five hundred dollars (\$500.00) beginning July 1, 2006. For non-Salt Lake City residents six hundred sixty dollars (\$660.00) beginning July 1, 2005, and eight hundred seventy five dollars (\$875.00) beginning July 1, 2006;

3. Fees for removal of remains of deceased individuals:

a. Adult removal from existing grave one thousand dollars  
(\$1,000.00)

b. Infant removal from existing grave five hundred dollars  
(\$500.00)

c. Removal of cremains four hundred dollars (\$400.00)

4. For the burial of cremains, two hundred dollars (\$200.00) for Salt Lake City residents beginning July 1, 2005, and two hundred fifty dollars (\$250.00) beginning July 1, 2006. For non-Salt Lake City residents three hundred dollars (\$300.00) beginning July 1, 2005, and four hundred forty dollars (\$440.00) beginning July 1, 2006;

5. For opening and closing a double deep grave for Salt Lake City residents, five hundred fifty dollars (\$550.00) beginning July 1, 2005, and six hundred dollars (\$600.00) beginning July 1, 2006. For non-Salt Lake City residents, eight hundred twenty five dollars (\$825.00) beginning July 1, 2005, and one thousand fifty dollars (\$1050.00) beginning July 1, 2006;

6. For opening and closing the top of an existing double deep grave for Salt Lake City residents, four hundred fifty dollars (\$450.00) beginning July 1, 2005, and five hundred dollars (\$500.00) beginning July 1, 2006 and for non-Salt Lake City residents, six hundred sixty dollars (\$660.00) beginning July 1, 2005, and eight hundred seventy five dollars (\$875.00) beginning July 1, 2006;

7. Fees for removal and lowering of deceased individuals:

- a. Adult Salt Lake City resident removal and lowering one thousand five hundred dollars (\$1,500.00)
- b. Adult non-Salt Lake City resident removal and lowering one thousand eight hundred fifty dollars (\$1,850.00)
- c. Infant Salt Lake City resident removal and lowering one thousand one hundred dollars (\$1,100.00)
- d. Infant non-Salt Lake City resident removal and lowering one thousand three hundred fifty dollars (\$1,350.00)

8. For marker monitoring fees:

- a. Ground level marker, fifty dollars (\$50.00),
- b. Upright marker, one hundred dollars (\$100.00).



For purposes of this section, "ground-level marker" means a marker which can be passed over by the city's lawn mowers without obstruction. All markers which are not ground-level markers shall be known as "upright markers".

9. For opening and closing a grave at the Fort Douglas Cemetery:

a. Six hundred twenty five dollars (\$625.00) beginning July 1, 2005

b. Eight hundred fifty dollars (\$850.00) beginning July 1, 2006

10. For opening and closing a grave at the Jewish Cemetery:

a. Four hundred fifty dollars (\$450.00) beginning July 1, 2005

b. Five hundred dollars (\$500.00) beginning July 1, 2006

B. For interments not completed by four o'clock (4:00) P.M. on any day, a fee of one hundred twenty dollars (\$120.00) beginning July 1, 2005, and one hundred forty dollars (\$140.00) beginning July 1, 2006 per hour shall be charged in addition to any other fees and costs provided in this chapter.

C. For any burial on a Sunday or holiday, there shall be charged a fee of two hundred forty dollars (\$240.00) beginning July 1, 2005, and two hundred eighty dollars (\$280.00) beginning July 1, 2006 for the service being provided.

SECTION 4. This ordinance shall take effect on July 1, 2005.

Passed by the City Council of Salt Lake City, Utah this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

Transmitted to Mayor on \_\_\_\_\_.

Mayor's Action: \_\_\_\_\_ Approved. \_\_\_\_\_ Vetoed.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 4/21/2005  
By [Signature]

(SEAL)

Bill No. \_\_\_\_\_ of 2005.  
Published: \_\_\_\_\_.

APPROVED AS TO FORM  
Salt Lake City Attorney's Office

APPROVED AS TO FORM  
Salt Lake City Attorney's Office

APPROVED AS TO FORM  
Salt Lake City Attorney's Office

APPROVED AS TO FORM  
Salt Lake City Attorney's Office

APPROVED AS TO FORM  
Salt Lake City Attorney's Office

April 22, 2005

To: Louis Zunguze, Community Development Director

From: Planning Staff

Subject: **Planning Application Fees (REVISED FEE SCHEDULE. PROPOSED FEES WOULD GENERATE APPROXIMATELY \$70,000 BASED ON 2004 AVERAGE)**

**Background**

The Planning Division conducted a review of what other municipalities charge for doing business in their communities (discretionary applications). The study was to get an idea where Salt Lake City Corporation stood in terms of what it charges in comparison to other cities. Staff quickly concluded that Salt Lake City Corporation was below average in all categories relating to planning applications.

The study included a review of 4 local municipalities and Salt Lake County.

Park City	West Valley City	Salt Lake County
West Jordan	Draper City	

Staff is requesting that the Mayor and Council consider increasing the current Planning fee structure to be competitive with our neighboring cities. The goal of the fee increase is to recover more of our Division's costs of providing these development reviews services while staying competitive with the other municipalities in our area.

**Development Review Justifications**

1. The current application fees do not cover the cost of processing an application thorough the Boards, Commissions and Council. A typical planning application includes an interdepartmental review, neighborhood council meeting(s), analysis, noticing requirements, postings, staff report(s) and Council transmittals. The time to process an application may take several months, numerous revisions to the original submitted plans, scheduling of meetings between departments and applicant. A typical process generally consists of these factors. The amount of time spent per application request would justify the increase. Depending on complexity of the project, the average time frame for review and approval or denial generally does not exceed 3 months.

2. The fee increase proposed by the Planning Division is consistent with other jurisdictions in the general area. As proposed, Salt Lake City application fees would be equal to or less than other jurisdictions.
3. Salt Lake City Corporation has incurred costs in technology, increase costs in energy/fuel, maintenance of city owned buildings and infrastructure and other city amenities. A fee increase would help maintain the current city assets that the citizens currently enjoy.
4. Additional revenue will provide an enhanced/maintaining a level of service to the citizens of Salt Lake City.
5. Fee increase will help us stay competitive with other municipalities in what services that they provide to their citizens.
6. Fee increase would be equal or less than what other municipalities charge.

Attached are the current/recommended planning fees in relationship to what other municipalities charge for their planning applications.

SALT LAKE CITY ORDINANCE  
No. \_\_\_\_\_ of 2005  
(Amending Zoning Fees)

AN ORDINANCE AMENDING CHAPTER 21A.64, *SALT LAKE CITY CODE*,  
PERTAINING TO ZONING FEES.

WHEREAS, the Salt Lake City Code contains a fee schedule relating to zoning fees; and

WHEREAS, the City Council now desires to amend said fee schedule; and

WHEREAS, the City Council finds that the proposed amendments are in the best interest  
of the City.

NOW, THEREFORE, be it ordained by the City Council of Salt Lake City, Utah:

SECTION 1. That Chapter 21A.64, *Salt Lake City Code*, pertaining to zoning fees be,  
and the same hereby is, amended to read as follows:

**21A.64.010 Fee Schedule:**

<u>Petition Or Application</u>	<u>Fee</u>
Administrative interpretation and verification	\$50.00 plus \$50.00 per hour for research after first hour
Administrative Determination	\$150.00
Alley vacation	\$200.00 (fee waiver available)
Alternative parking	\$300.00 residential \$550 nonresidential
Amendment:	
Master Plan	\$750.00 plus \$100.00 per acre in excess of 1 acre

Zoning: Text or Map	\$800.00 plus \$100.00 per acre in excess of 1 acre
Annexation	\$1000.00
Appeal of decision:	
Administrative decision	\$200.00
Historic Landmarks Commission	\$200.00
Planning Commission	\$200.00
	Fee waiver available
Appearance before the zoning enforcement hearing officer:	
First scheduled hearing	No fee
Second scheduled hearing	\$50.00
Billboard construction or demolition	\$200.00
Conditional use/Planned Development	\$600.00 plus \$100.00 per acre in excess of 1 acre
Conditional Site Plan Review	\$600.00 plus \$100.00 per acre in excess of 1 acre
Condominium:	
Preliminary	\$400.00 plus \$30.00 per unit
Final	\$300.00 plus \$20.00 per unit
Dwelling unit legalization	\$200.00
Historic preservation:	
HLC decision	

Alteration of a principal building	\$25.00
Signs	\$25.00
New construction of a principal building	\$200.00
Demolition of a principal building	\$400.00
Relocation of a principal building	\$200.00
Home occupation:	
Nonconditional	\$100.00
Conditional	\$100.00
Planned development	\$600.00 base fee, see conditional use permit
Routine and uncontested matters	\$100.00
Signs:	
Plan review fee	10% of building permit value
Identification tag	\$10.00
Site development permit	\$200.00 plus \$50.00 per acre in excess of 1 acre
Special exception	\$200.00 <sup>1</sup> residential
Street closure	\$300.00 (fee waiver available)
Street name change	\$250.00
Subdivision (preliminary review):	
Minor residential	\$300.00 plus \$100.00 per lot
Minor nonresidential	\$300.00 plus \$100.00 per lot
Residential	\$300.00 plus \$100.00 per lot

Nonresidential	\$300.00 plus \$100.00 per lot
FR and FP Zones	\$600.00 plus \$100.00 per lot
Subdivision (final review):	
Residential and nonresidential	Minor: \$600.00 plus \$100.00 per lot
	Major: \$1000.00 plus \$100.00 per lot
FR and FP Zones	\$600.00 plus \$150.00 per lot
Subdivision lot line adjustment	\$200.00
Subdivision amendments and vacations:	
Amendments	\$300.00 plus \$100.00 per lot
Vacations	\$300.00 plus \$100.00 per lot
Temporary uses	\$200.00
Zoning variance	\$300.00 <sup>1</sup> residential

1. A fee for a special exception or variance shall not be required for alterations of contributing structures or new construction located within an H Historic Preservation Overlay District or alterations of a landmark site when the Historic Landmark Commission finds that the development, as proposed, is more consistent with the intent of Section 21A.34.020 of this Title or subsection 21A.46.070V of this Title, than by strict compliance with the Ordinance.

SECTION 2. EFFECTIVE DATE. This Ordinance shall become effective on the date of its first publication.



Passed by the City Council of Salt Lake City, Utah this \_\_\_\_\_ day of \_\_\_\_\_,  
2005.

\_\_\_\_\_  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

Transmitted to Mayor on \_\_\_\_\_.

Mayor's Action: \_\_\_\_\_ Approved. \_\_\_\_\_ Vetoed.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

(SEAL)

Bill No. \_\_\_\_\_ of 2005.  
Published: \_\_\_\_\_.

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date Apr. 22, 2005  
By Melanie Peif

## Zoning Fees

	Current Fees	Reccommended Fee Changes	# of Cases in 2004	Annual Increase
<b>Rebuild Letters</b>	\$25.00 + \$25.00 per hour for research after first hour	\$50 + \$50/hr after the first hour.	208	\$5,200
<b>Administrative Determination/ Interpretation</b>	\$25.00 + \$25.00 per hour for research after first hour	\$150.00	17	\$2,125
<b>Alley vacation</b>	\$100.00	\$450.00	11	\$3,850
<b>Alternative parking (BoA app)</b>	\$200.00	\$300 residential, \$550 Nonresidential	1	\$100 / \$350
<b>Amendment:</b>				
Master Plan	\$500.00 plus \$100.00 per acre in excess of 1 acre	\$750.00 plus \$100 per acre	4	\$1,000
Zoning: Text or Map	\$500.00 plus \$100.00 per acre in excess of 1 acre	\$800.00 plus \$100 per acre	11	\$3,300
<b>Annexation</b>	\$0.00	\$1,000.00	2	\$2,000
<b>Appeal of decision:</b>				
Administrative decision	\$100.00	\$200.00	2	\$200
Historic Landmarks Commission	\$100.00	\$200.00	1	\$100
Planning Commission	\$100.00	\$200.00	1	\$100
<b>Appearance before the zoning enforcement hearing officer:</b>				
First scheduled hearing	No fee	No fee		
Second scheduled hearing	\$50.00	Same		
<b>Billboard construction or</b>	\$100.00	\$300.00		

## Zoning Fees

<b>Conditional use</b>	\$300.00 plus \$100.00 per acre in excess of 1 acre	\$600 plus \$100.00 per acre in excess of 1 acre	58	\$17,400
<b>Conditional Site Plan Review</b>	New Process	\$600 plus \$100.00 per acre in excess of 1 acre	Estimate 8 per year	\$4,800
<b>Condominium:</b>				
Preliminary	\$300.00 plus \$10.00 per unit	\$600 + \$30 per unit	11	\$3,300
Final	\$200.00 plus \$10.00 per unit	\$400 + \$20 per unit	11	\$2,200
<b>Dwelling unit legalization</b>	\$100.00	Same		
<b>Accessory Apartment</b>	Not allowed			
<b>Historic preservation:</b>				
Alteration of a principal building	\$25.00	same		
Signs	\$25.00	same		
New construction of a principal building	\$200.00	same		
Demolition of a principal building	\$200.00	\$400.00		
Relocation of a principal building	\$200.00	same		
<b>Home occupation:</b>				
Nonconditional	\$100.00	same		
Conditional	\$100.00	same		
<b>Planned development</b> .....(see Conditional Use)	\$300.00 plus \$100.00 per acre in excess of 1 acre	\$600.00 plus \$100.00 per acre in excess of 1 acre		
<b>Routine and uncontested matters</b>	\$100.00	same		

## Zoning Fees

**Signs:**

Plan review fee	10% of building permit value	permit counter	permit counter	
Identification tag	\$10.00	permit counter	permit counter	

**Site development permit (aka Permitted Use permit)**

\$200.00 plus \$50.00 per acre in excess of 1 acre	same			
.....Permit Center				

**Special exception**

\$200.00	same			
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**Street closure**

\$300.00 (fee waiver available)	same			
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**Street name change**

\$250.00	same			
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**Subdivision (preliminary review):**

Minor residential	\$150.00 + \$25.00/lot	\$600 plus \$100.00 per lot	27	
Minor nonresidential	\$150.00 + \$25.00/lot	\$600, plus \$100.00 per lot		
Major Residential	\$250.00 + \$25.00/lot	\$1000, plus \$100.00 per lot		
Major Nonresidential	\$150.00 + \$50.00/lot	\$1000 plus \$100.00 per lot		
FR and FP Zones	\$600.00 + \$100.00/lot	\$600.00 plus 150.00 per lot	0	\$12,150

**Subdivision (final review):**

Residential and nonresidential	\$300.00 plus \$75.00 per lot, FR and FP Zones: \$600.00 plus \$150.00 per lot	Minor: \$600 plus 100.00 per lot	27	\$8,100
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## Zoning Fees

FR and FP zones	\$600 + \$150/lot	same	0	
Subdivision lot line adjustment	\$200.00	same		
<b>Subdivision amendments and vacations:</b>				
Amendments	\$350.00 plus \$25.00 per lot	\$600.00 plus \$100.00 per lot	5	\$1,250
Vacations	\$350.00	\$300.00 plus \$100.00 per lot	0	
Temporary uses	\$50.00	\$200.00		
Zoning variance, Board of	\$200.00	\$300.00	7	\$700
<b>Total Increase</b>				<b>\$68,075</b>

## Planning Fees

	Salt Lake City Current Fees	Reccommended Fee	Park City	West Valley	West Jordan*	S L County*	Draper City
Administrative interpretation and verification	\$25.00 + \$25.00 per hour for research after first hour	\$50 + \$50/hr after the first hour.	GRAMA: \$50 + \$20/hr (whichever is greater)	\$35 zoning verification	\$150.00	Zone verification: \$50.00 + \$50.00 per hour for research after first hour	GRAMA: \$50 + copy fee
Administrative Determination		\$150.00	No Fee	\$125.00	To be added in July	\$150.00	
Alley vacation	\$100.00	\$450.00	Fair market value of land + app fee of \$450	Street vacation: \$150	\$320.00	Street vacation: \$300	
Alternative parking (BoA app)	\$200.00	\$300 residential, \$550 Nonresidential	Determined by PC under Master Plan Development	Considered by PC or as a Conditional Use	\$350.00	Residential: \$500 Nonresidential: \$750	\$200.00
<b>Amendment:</b>							
Master Plan	\$500.00 plus \$100.00 per acre in excess of 1 acre	\$750 plus \$100 per acre	General Plan Amendment: \$3475 per application	General Plan/zoning district amendment: \$700 + \$50 for each Acre over 10	General Plan: \$455	General Plan: less than 1 acre: \$500 more than 1 acre: \$900 + \$100/acre	General Plan map or text amendment: \$2000
Zoning: Text or Map	\$500.00 plus \$100.00 per acre in excess of 1 acre	\$800 plus \$100 per acre	Change to existing zone: \$1250, Create new zone: \$2600, Modify zone language: \$2000	General Plan amendment for text and/or map: \$250 Appeal: \$150 Zoning amendment: \$350	Zone: \$820 Text: \$750	Residential: \$900 base fee + \$75/acre Nonresidential: \$900 base fee + \$95/acre (up to 5 acres) and + \$110/acre (over 5 acres) Text: \$300	General Plan map or text amendment: \$2000

## Planning Fees

	Salt Lake City Current Fees	Reccommended Fee	Park City	West Valley	West Jordan*	S L County*	Draper City
<b>Annexation</b>	No fees. May be considered through a subdivision application	\$1000 *New policy discussion	Pre-application: \$3300, <u>Fiscal Impact Analysis:</u> \$1550, <u>Modification to annexation agreement:</u> \$3300	Last one was in 1990, no fee currently listed	\$2500 deposit for review of annexation	X	X
<b>Appeal of decision:</b>							
Administrative decision	\$100.00	\$200.00	\$100.00	\$350.00	To be added in July	\$150.00	X
Historic Landmarks	\$100.00	\$200.00	\$365.00	No such service	No such service	No such service	X
Planning Commission	\$100.00	\$200.00	\$365.00	\$350.00	\$415.00	\$150.00	\$100.00
<b>Appearance before the zoning enforcement hearing officer:</b>							
First scheduled hearing	No fee	No fee	Service not provided	X	To be added in July	X	X
Second scheduled	\$50.00	Same	provided	X	To be added in July	X	X
<b>Billboard construction or demolition</b>	\$100.00	\$300.00	Not allowed	\$250.00	\$250 + valuation of sign	\$300.00	X
<b>Conditional use</b>	\$300.00 plus \$100.00 per acre in excess of 1 acre	\$600.00 plus \$100.00 per acre in excess of 1 acre	<u>Discretionary:</u> \$720, <u>Steep Slope Review:</u> \$350, <u>Administrative:</u> \$100, <u>Extension or Modification:</u> \$250	<u>New:</u> \$500 fast track + \$300, <u>Amendment:</u> \$200 + \$50/acre, <u>Residential:</u> \$250 + \$50/unit	<u>New:</u> \$350, <u>Amend:</u> \$250	<u>Director approval:</u> \$600, <u>Planning Commission:</u> \$900 base fee + \$50/unit for PUD, +\$25/unit for Multi-fam, +\$35/1000 sq. ft. for commercial	\$500.00
<b>Condominium:</b>							
Preliminary	\$300.00 plus \$10.00 per unit	\$600 + \$30 per unit	<u>Condo conversion:</u> \$450 per unit, <u>Record of Survey:</u> \$450 per unit,	See subdivision fees. For condo's the per lot fee transfers to a per	\$480 + \$30 per unit	X	X

## Planning Fees

	Salt Lake City Current Fees	Reccommended Fee	Park City	West Valley	West Jordan*	S L County*	Draper City
Final	\$200.00 plus \$10.00 per unit	\$400 + \$20 per unit	Amendment to record of Survey: \$100 per unit, Extension of approval: \$250 per application	See subdivision fees. For condo's the per lot fee transfers to a per unit fee.	\$320 + \$20 per unit		
Dwelling unit legalization	\$100.00	Same	No such process	No such process	Covered by zoning		
Accessory Apartment	Not allowed		Regulated: \$100 Conditional: \$720	Not allowed	Standard development fees		
<b>Historic preservation:</b>							
Alteration of a principal building	\$25.00	same	No such process	No such process	No such process	No such process	No such process
Signs	\$25.00	same					
New construction of a principal building	\$200.00	same	Residential: \$200 Commercial: \$200 per unit				
Demolition of a principal building	\$200.00	\$400.00	\$400 plus hourly fee: for fiscal economic analysis, billed at actual cost				
Relocation of a principal building	\$200.00	same	No such process				
<b>Home occupation:</b>							
Nonconditional	\$0.00	same	Obtained through business licensing	Major HO reviewed by PC: \$200, Minor HO: \$25	\$50 inspection fee + \$40 license fee	no customers: \$100 with customers: \$250, phone/mail only: \$100	\$60.00
Conditional	\$100.00	same					



## Planning Fees

	Salt Lake City Current Fees	Recommeneded Fee	Park City	West Valley	West Jordan*	S L County*	Draper City
<b>Planned development</b>	\$300.00 plus \$100.00 per acre in excess of 1 acre	\$600.00 plus \$100.00 per acre in excess of 1 acre... (see conditional use)	Conditional Use Permit/ Master Plan Development: \$720	PUD prelim: \$200 + \$50 per unit or lot, PUD final: \$250 + \$50 per unit or lot	Devopment Plan Review: Preliminary: \$250, Final: \$250	\$900 base fee + \$50/unit for PUD	X
<b>Routine and uncontested</b>	\$100.00	same	Service not	Service not	Service not	Service not	X
<b>Signs:</b>							
Plan review fee	10% of building permit value	permit counter	Master Sign Plan: \$110 + \$35.35 per sign, <u>individual signs or amendments to master sign plan</u> : \$55.55 per sign, <u>Temporary signs</u> : \$20.20	<u>Wall Sign</u> : \$50 <u>Pole/monument</u> : \$100 <u>Billboard</u> : \$250	\$250.00	<u>Wall Sign</u> : \$75 <u>Pole/monument</u> : \$150, <u>Billboard</u> : \$300, <u>All others</u> : \$150	<u>Permanent</u> : \$100 + \$2.50/ sq. ft. over 32 sq. ft. <u>Temporary</u> : less than 29 days is \$25, more than 29 day is \$100 plus \$2.50 per sq. ft. over 32, grand opening or going out of business is \$30 per business
Identification tag	\$10.00	permit counter			Temporary: \$25		
<b>Site development permit (aka Permitted Use permit)</b>	\$200.00 plus \$50.00 per acre in excess of 1 acre	same	See conditional use or master plan development	\$300 fast track + \$300	Site Plan Review: Preliminary Commercial: \$775 + \$100/acre Preliminary Industrial: \$515 + \$100/acre Final for both: \$320 + \$100/acre	<u>Residential</u> : \$300, or \$600 if in canyon overlay zone, <u>Nonresidential</u> : \$600, or \$900 if in canyon overlay zone	Building site review: \$100 per site
<b>Special exception</b>	\$200.00	same	Not recognized	\$350.00	\$350.00	<u>Residential</u> : \$500 <u>Nonresidential</u> : \$750	\$200.00

## Planning Fees

	Salt Lake City Current Fees	Reccommended Fee	Park City	West Valley	West Jordan*	S L County*	Draper City
<b>Street closure</b>	\$300.00 (fee waiver available)	same	\$100.00	X	X	X	X
<b>Street name change</b>	\$250.00	same	X	\$150.00	X	X	X
<b>Subdivision (preliminary review):</b>							
Minor residential	\$150.00 + \$25.00/lot	\$600 plus \$100/lot	\$255.00 per unit.	\$250 + \$100/lot	\$480 + \$30/lot	\$250 pre-application meeting fee (attributed to total fees if subdivision app is filed)	\$400/lot, <u>prelim plat review</u> : \$2000 + \$25to\$50 per lot
Minor nonresidential	\$150.00 + \$25.00/lot	\$600 plus \$100/lot					
Residential	\$250.00 + \$25.00/lot	\$1000 plus \$100/lot					
Nonresidential	\$150.00 + \$50.00/lot	\$1000 plus \$100/lot		\$250 + \$250/lot			
FR and FP Zones	\$600.00 + \$100.00/lot	\$600 plus \$150/lot					
<b>Subdivision (final review):</b>							
Residential and nonresidential	\$300.00 + \$75.00/lot	Minor: \$600 plus \$100/lot	\$180.00 per unit. Revisions to conditions of final plat: \$585 per revision. Extension of approval: \$250	\$250 + \$150/lot	\$320 + \$20/lot	Minor: \$1000 base fee + \$100/lot, Major: \$2000 base fee + \$100/lot	\$400/lot, <u>final plat review</u> : \$2000 + \$25 to \$50 per lot
FR and FP zones	\$600 + \$150/lot	same					
<b>Subdivision lot line adjustment</b>	\$200.00	same	\$290.00	\$250.00	X	X	X
<b>Subdivision amendments and vacations:</b>							
Amendments	\$350.00 plus \$25.00 per lot	\$600 plus \$100 per lot	\$450.00	\$250 + \$100 per lot	Unprotested: \$320 + \$10/lot, Protested: \$415 (paid by protestor)	X	X
Vacations	\$350.00	\$300 plus \$100 per lot		Amend conditions: \$250			

## Planning Fees

	Salt Lake City Current Fees	Reccommended Fee	Park City	West Valley	West Jordan*	S L County*	Draper City
Temporary uses	\$50.00	\$200.00	Not regulated by Planning	\$100.00	\$350.00	Nonprofit: \$100 Commercial: \$250	\$50.00
Zoning variance, Board of Adjusment application	\$200.00	\$300.00	\$365.00	\$350.00	\$350.00	Residential: \$500 Nonresidential: \$750	\$200.00

\*West Jordan will update fees in July.

\*The County will update their fees next month.

SALT LAKE CITY ORDINANCE  
No. \_\_\_\_\_ of 2005  
(Parking meter rates)

AN ORDINANCE AMENDING SECTION 12.56.170 A, *SALT LAKE CITY CODE*,  
RELATING TO PARKING METER RATES.

Be it ordained by the City Council of Salt Lake City, Utah:

SECTION 1. That Section 12.56.170 A, *Salt Lake City Code*, pertaining to parking meter rates be, and the same hereby is, amended to read as follows:

**12.56.170 Parking Meters-Rates:**

A. Parking meter rates shall not exceed twenty five cents (\$0.25) per fifteen (15) minutes of parking within any parking meter zone. A parking meter token may be used in parking meters installed by the city at a rate not to exceed one hour of parking per token. Parking meter tokens shall not be used as legal tender to satisfy any debt to the city and shall only be used in connection with a downtown parking and transit token program.

SECTION 2. This ordinance shall take effect immediately upon the date of its first publication.

Passed by the City Council of Salt Lake City, Utah this \_\_\_\_\_ day of \_\_\_\_\_,  
2005.

\_\_\_\_\_  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM  
Salt Lake City Attorneys Office  
Date 5/11/2005  
By TV Spendlove

Transmitted to Mayor on \_\_\_\_\_.

Mayor's Action: \_\_\_\_\_ Approved. \_\_\_\_\_ Vetoed.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

(SEAL)

Bill No. \_\_\_\_\_ of 2005.

Published: \_\_\_\_\_.

RESOLUTION NO. \_\_\_\_ OF 2005  
Adoption of the Budget of the  
Municipal Building Authority of Salt Lake City  
for fiscal year 2005-2006

A RESOLUTION ADOPTING THE BUDGET OF THE MUNICIPAL  
BUILDING AUTHORITY OF SALT LAKE CITY FOR FISCAL YEAR 2005-2006.

WHEREAS, the Municipal Building Authority of Salt Lake City, organized pursuant to Title 17A Chapter 3 of the Utah Code Annotated, operates pursuant to a budget as dictated by good business practice; and

WHEREAS, the Municipal Building Authority of Salt Lake City has prepared a budget which is attached hereto, for fiscal year 2005-2006; and

WHEREAS, the attached budget is presented to the Board of Trustees of the Municipal Building Authority of Salt Lake City for approval, ratification and adoption; and

WHEREAS, notice to consider adoption of the attached budget was properly given pursuant to Section 52-4-6(2) of the Utah Code Annotated.

NOW, THEREFORE, be it resolved by the Board of Trustees of the Municipal Building Authority of Salt Lake City as follows:

1. The budget, attached hereto and made a part of this Resolution, shall be, and the same hereby is adopted as the final budget of the Municipal Building Authority of Salt Lake City for the fiscal year beginning July 1, 2005 and ending June 30, 2006.
2. Copies of said budget shall be filed with the City Recorder which budget shall be available for public inspection during regular business hours.

3. This Resolution shall become effective upon publication.

Passed by the City Council of Salt Lake City, Utah this \_\_\_\_\_ day of

\_\_\_\_\_, 2005.

\_\_\_\_\_  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

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APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 4-25-05  
By [Signature]