

SALT LAKE CITY ORDINANCE
No. _____ of 2006

(Approving a 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, and appropriating funds necessary To implement that agreement for fiscal year 2006-2007)

AN ORDINANCE APPROVING A 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, AND APPROPRIATING FUNDS NECESSARY TO IMPLEMENT THAT AGREEMENT FOR FISCAL YEAR 2006-2007.

PREAMBLE

The Salt Lake Police Association, International Union of Police Associations, Local 75, AFL-CIO, as the certified bargaining representative for the "500 Series" City employees (the "Salt Lake Police Association"), and the Mayor have agreed to a Memorandum of Understanding, subject to appropriate ratification by the "500 Series" City employees and the signatures of the parties. The Memorandum of Understanding shall not be effective until approved by the City Council and appropriation of all required funds. The Memorandum of Understanding is a ___ year agreement, and shall be subject to appropriation of funds by the City Council for each fiscal year.

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 Memorandum of Understanding between Salt Lake City Corporation and the

Salt Lake Police Association and to appropriate the funds necessary to implement that Memorandum of Understanding for fiscal year 2006-2007.

SECTION 2. APPROVAL OF AGREEMENT. The attached Memorandum of Understanding between the City and the Salt Lake Police Association is hereby approved.

SECTION 3. APPROPRIATION. The City Council hereby appropriates necessary funds to implement, for fiscal year 2006-2007, the provisions of the Memorandum of Understanding between the City and Salt Lake Police Association.

SECTION 4. 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.

SECTION 5. EFFECTIVE DATE. This ordinance shall be deemed effective on July 1, 2006.

Passed by the City Council of Salt Lake City, Utah, this _____ day of _____, 2006.

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 2006.
Published: _____.

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 4-25-06
By [Signature]

Date 12 June 2006

By S. Rowland

SLC Contract No. 16-1-06-1743

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and executed this _____ June 2006, by and between SALT LAKE CITY CORPORATION, hereinafter referred to as "the CITY," and the SALT LAKE POLICE ASSOCIATION, INTERNATIONAL UNION OF POLICE ASSOCIATIONS, Local 75, AFL-CIO, hereinafter referred to as "the ASSOCIATION."

WITNESSETH:

WHEREAS, the CITY has endorsed collective bargaining specified in its labor bargaining resolution of November 16, 1977, as amended on April 10, 1984, hereinafter referred to as "RESOLUTION"; and

WHEREAS, the parties recognize that this MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "the MEMORANDUM," is not intended to modify any of the statutory authority of the CITY.

NOW, THEREFORE, in full settlement of all wage and contractual issues, the parties agree with the terms and conditions of the following MEMORANDUM OF UNDERSTANDING effective July 1, 2006, through June 30, 2009.

ARTICLE I

PRODUCTIVITY AND CONSTRUCTION OF MEMORANDUM

Delivery of municipal services in the most efficient, productive, and courteous manner is recognized to be a mutual obligation of the CITY and the ASSOCIATION within their respective roles and responsibilities. All provisions of this MEMORANDUM shall be consistent with such obligation and shall not abrogate in any respect the statutory authority of the CITY or the Salt Lake City Civil Service Commission.

ARTICLE II

RECOGNITION

The CITY recognizes the ASSOCIATION as the exclusive representative pursuant to the RESOLUTION for the purpose of negotiating salaries, wages, hours, and other conditions of employment for Police Officers. These rights of the Police Officers' representative shall remain in effect until decertification of the ASSOCIATION or until repeal of the RESOLUTION.

ARTICLE III
RIGHTS AND OBLIGATIONS

A. MANAGEMENT PREROGATIVES; CITY EMPLOYER RIGHTS

1. It is the exclusive right of the CITY to determine the mission of the Police Department, consistent with this MEMORANDUM and to set standards of service to be offered to the public, and to exercise control and discretion over its organization and operation.

2. It is the exclusive right of the CITY to:

a. hire and direct its Police Officers;

b. determine positions of employment and establish classifications therefore;

c. take disciplinary action for just cause;

d. relieve its Police Officers from duty because of lack of work or other legitimate reasons, subject to appropriate review hereunder;

e. determine the method, means, and personnel by which the CITY's operations are to be conducted, including but not limited to contracting out to the private sector or other agencies of government any operations, services, labor or, any other job performed by or for the CITY, provided, however, that the exercise of such rights does not preclude Police Officers or representatives from conferring or raising grievances about the practical consequences such decisions on these matters may have on wages, hours, or other terms and conditions of employment in an expeditious and appropriate manner; and

f. take whatever actions as may be necessary to carry out its responsibilities in situations of an emergency.

3. The ASSOCIATION recognizes the CITY's right to establish and/or revise performance standards to determine acceptable performance levels of Police Officers.

B. POLICE OFFICERS' RIGHTS

1. Police Officers shall have the right to self-organization; to form, join, or assist employee organizations; to bargain collectively through representatives of their own choosing, according to the RESOLUTION or any ordinance adopted in lieu of the RESOLUTION; and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection. Police Officers shall not be discriminated against in any aspect of employment because of their affiliation or membership with the ASSOCIATION.

2. Police Officers shall also have the right to refuse to join or participate in any activity of any employee organization and shall have the right to represent themselves individually in their employment relations with the CITY. Police Officers shall not be

discriminated against in any aspect of employment because of their refusal to affiliate with the ASSOCIATION or because of membership or affiliation with another labor organization.

3. Police Officers shall have the right to refrain from any and all activities with reference to an employee organization and shall be free from any and all restraint or coercion in the exercise of the right to refrain from joining, participating, assisting, supporting, or in any other way contributing to the operation of the ASSOCIATION. Police Officers shall not be interfered with, intimidated, restrained, coerced, or discriminated against in any aspect of their employment because of the exercise of any of these rights.

4. Regardless of membership or non-membership in the ASSOCIATION, nothing in this MEMORANDUM shall preclude Police Officers:

- a. from bringing matters of personal concern to the attention of the appropriate officials in accordance with applicable law, regulations, or established policy;
- b. from acting on their behalf in choosing an attorney or representative in a grievance or judicial action, except as limited in Article IV; or
- c. from having and enjoying all employment rights and benefits granted by the CITY whether or not they are members of the ASSOCIATION.

C. ASSOCIATION RIGHTS

1. The ASSOCIATION shall have the right to present its views to the CITY either orally or in writing.

2. The CITY agrees to recognize the designated representatives of the ASSOCIATION. The ASSOCIATION agrees to keep the CITY advised, in writing, of its designated representatives. The names of the ASSOCIATION representatives will be posted by the ASSOCIATION on appropriate bulletin boards in the work location.

3. The CITY agrees that representing Police Officers during investigative interviews, predisciplinary hearings, or related disciplinary matters furthers the business of the CITY. The ASSOCIATION President and Vice President shall be allowed a reasonable period during working hours to conduct such business. This may be accomplished by a corresponding reduction in workload as mutually agreed upon by the ASSOCIATION and the Chief of Police.

4. It is agreed that internal ASSOCIATION business such as soliciting membership, collecting dues, electing officers, conducting membership meetings, and posting and distributing literature will be conducted during the non-duty hours of the Police Officers with the sole exception of the following:

- a. The ASSOCIATION President shall be allowed ten (10) hours per week, during working hours to conduct ASSOCIATION business. Time in excess of the (10) hours may be granted to the ASSOCIATION President at the discretion of the Chief. The ASSOCIATION President shall be allowed to use the ten (10) hours per week, and any additional time granted by the Chief, at the ASSOCIATION President's discretion.

b. ASSOCIATION representatives shall be allowed a reasonable period during working hours to attend ASSOCIATION meetings or to participate in other ASSOCIATION business as necessary up to a maximum period of two hours per month, unless otherwise approved by the Chief of Police. Police Officers involved will coordinate said time off with their direct supervisor. No more than two ASSOCIATION representatives may be released from duty in any one division at one time.

c. ASSOCIATION representatives shall be allowed time off with pay to attend conferences and conventions, which time off shall not exceed a total of two hundred forty (240) working hours per fiscal year for the aggregate of all such ASSOCIATION representatives. Such ASSOCIATION representatives shall be allowed to use their available leave time to attend conventions and conferences. The ASSOCIATION representatives involved will obtain prior permission from their immediate supervisors at the earliest opportunity to do so. Every effort shall be made to allow the ASSOCIATION representatives to use leave for this purpose.

5. The CITY agrees to deduct monthly ASSOCIATION membership dues from the pay of those Police Officers who individually request in writing that such deductions be made. The CITY further agrees to cease deduction of such fees upon written request by the Police Officer. The CITY will notify the ASSOCIATION in writing of all requests for termination of dues deduction.

6. The CITY agrees to designate space in the public safety buildings for ASSOCIATION bulletin boards. The bulletin boards shall be provided by the ASSOCIATION and installed by the CITY. The bulletin boards shall be installed in locations mutually agreed upon by the CITY and the ASSOCIATION.

7. Notices posted on space allotted to the ASSOCIATION may include:
- a. Notices of ASSOCIATION recreational and social affairs;
 - b. Notices of ASSOCIATION elections;
 - c. Notices of ASSOCIATION appointments and results of ASSOCIATION elections;
 - d. Notices of ASSOCIATION meetings and agenda;
 - e. Official findings of arbitration rulings, Civil Service appeals or other administrative or judicial notices;
 - f. Notices concerning bona fide ASSOCIATION activities such as cooperatives, credit unions and unemployment compensation information; and/or,
 - g. Other notices concerning ASSOCIATION affairs. Nothing herein shall be construed to prohibit distribution of ASSOCIATION publications or notices as defined herein in the Police Officers distribution boxes.

ARTICLE IV
REPRESENTATION

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

A. ASSOCIATION REPRESENTATION RIGHTS AND OBLIGATIONS

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

2. Police Officers shall not be represented in their employment relations with the CITY by an agent or representative of an employee organization other than the ASSOCIATION.

3. Time spent representing Police Officers during investigative interviews, pre-disciplinary hearings, or related disciplinary matters is not working time and shall not be compensated, unless such representation takes place during the ASSOCIATION representative's regularly scheduled working hours.

4. ASSOCIATION representatives shall, upon proper notification to their immediate supervisors, be allowed a reasonable opportunity during working hours to investigate and adjust grievances. In no event shall such activity exceed two hours per week unless otherwise approved by the Chief of Police.

5. ASSOCIATION representatives will be held to the same standard of confidentiality in these matters as the CITY. Any discussion among ASSOCIATION representatives, Police Officers, and the CITY concerning settlement of items grieved will be privileged matters and may not be used for any other purpose by either party.

6. ASSOCIATION 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.

B. POLICE OFFICERS' REPRESENTATION RIGHTS

1. Police Officers may be accompanied and assisted by representation of their choice at all times when subject to investigation for alleged acts of misconduct. The representative(s) may not be person(s) subject to the same investigation.

2. Police Officers may be accompanied and assisted by representation of their choice during any pre-disciplinary hearing.

3. Police Officers shall be granted a reasonable amount of time to obtain such representation prior to any internal investigation or pre-disciplinary hearing, without threat of disciplinary or other adverse employment action.

4. The Police Officers' right to representation does not apply to informal, routine, or unplanned discussions between Police Officers and their immediate supervisor.

5. Police Officers may be accompanied and assisted by representation of their choice at any phase of the grievance process.

6. Police Officers who elect to use multiple representatives as provided in this Article shall give notice to the CITY of their intent to do so.

ARTICLE V

WAGES

A. WAGE SCHEDULE

1. Effective July 1, 2006, Police Officers shall be paid biweekly in accordance with the wage schedule set forth in Appendix "A" of this MEMORANDUM.

2. Police Officers will be paid shift differential as follows:

a. Police Officers, whose shifts begin from 0500 hours to 1159 hours, shall be paid in accordance with column "A" of the effective wage schedule.

b. Police Officers, whose shifts begin from 1200 hours to 1859 hours, shall be paid in accordance with column "B" of the effective wage schedule.

c. Police Officers, whose shifts begin from 1900 hours to 0459 hours, shall be paid in accordance with column "C" of the effective wage.

3. Police Officers required to work in a supervisory position will be paid an hourly rate according to Police Department policy while acting in that position. Such hourly pay rate will not be effective until Police Officers have worked in a supervisory position for forty (40) consecutive hours. At that time the hourly pay rate will be effective back to the first day worked in the supervisory position.

B. MERIT INCREASES

1. Police Officers shall become eligible for merit increases beginning with the first pay period after completion of one year's employment and shall be eligible for future merit increases on that anniversary date. Merit increases will be paid to Police Officers in accordance with the wage schedules provided in this Article.

2. All merit increases shall be conditioned upon the eligible Police Officer's length of service and satisfactory performance of job requirements.

C. CAREER PATH

There shall be a Career Path incentive program based on the terms and conditions agreed to by the City and the Association. This program shall be funded for the term of this MEMORANDUM.

D. LONGEVITY PAY

Police Officers will be provided longevity pay according to the following schedule:

1. At the beginning of the seventh (7th) year of service, Police Officers shall receive a total monthly longevity benefit in the sum of fifty dollars (\$50).
2. At the beginning of the eleventh (11th) year of service, Police Officers shall receive a total monthly longevity benefit in the sum of seventy-five dollars (\$75).
3. At the beginning of the seventeenth (17th) year of service, Police Officers shall receive a total monthly longevity benefit in the sum of one hundred dollars (\$100).
4. At the beginning of the twentyfirst (21st) year of service, Police Officers shall receive a total monthly longevity benefit in the sum of one hundred twenty five dollars (\$125).

E. YEARS OF SERVICE

For purposes of the wage schedules, it is understood that Police Officers have an anniversary date reflecting the actual date they were hired by the Police Department

F. LATERAL ENTRY

1. The CITY shall develop and implement a Lateral Entry Hiring Program for the position of Police Officer. This program will be administered by the CITY under guidelines prescribed by the Police Chief.
2. For the purposes of the wage schedules, Police Officers hired under the Lateral Entry Hiring Program will be granted years of service according to the terms of the program. Such years of service shall be included in the calculation of leave time benefits, but shall not apply to the computation of longevity pay or departmental seniority.

ARTICLE VI

HOURS OF SERVICE AND OVERTIME

A. HOURS OF SERVICE

The Fair Labor Standards Act of 1938, as amended, and the regulations promulgated thereto (hereinafter referred to as the "FLSA"), shall govern compensable hours of work, payment of overtime, and all matters pertaining to the same, except as specifically enhanced by the MEMORANDUM. If any provision of the MEMORANDUM is not in compliance with the

FLSA, the FLSA shall govern, and only the terms not in compliance will be deemed void. Except for the terms deemed void as stated herein, the MEMORANDUM shall remain in full force and effect.

1. The normal work week, regardless of shift arrangements, will be forty (40) hours of work. This clause shall not be construed to limit or prevent the CITY from changing or establishing work shifts as the need arises or to guarantee Police Officers forty (40) hours work per week.

2. Regular days off shall not be adjusted to meet one-time needs; however, shift hours may be changed to meet those needs. Regular days off may be changed to meet the needs of regularly scheduled special events, such as, but not limited to, annual parades, conferences, and special holidays which require extra coverage, provided that the Police Department shall give the affected Police Officers written or oral notice at least fourteen (14) calendar days prior to the event. If such notice is not given, Police Officers will be compensated as provided under the Extra Duty provisions of this MEMORANDUM.

3. Each Police Officer shall be provided sixty (60) minutes of break/lunch time during each work shift; however, said break/lunch time shall be taken in accordance with operational needs of the department. There shall be no additional compensation to Police Officers who forego such break/lunch time.

4. Break/lunch as defined in (3) above shall be taken in accordance with the following guidelines:

a. If the Public Safety Dispatch office is not holding any priority 1 or 2 calls (as defined by Department policy), Police Officers may check out for one sixty (60) minute break/lunch. No more than 1/3 of the total Police Officers assigned to and working in the field for that particular shift may be on a break/lunch at any one time.

b. The Shift Supervisor, or Watch Commander if the Supervisor is not available, may authorize additional Police Officers to be on a break/lunch when conditions allow.

c. Police Officers will remain in radio contact with the dispatch office while on break/lunch, and may be required to respond to calls under exigent circumstances.

d. Calling Police Officers out of a break/lunch to respond to calls will be coordinated by the Shift Supervisor, who will determine the most expeditious method of responding under the circumstances.

e. The Shift Supervisor may suspend breaks under exigent circumstances.

B. OVERTIME COMPENSATION

1. In order for Police Officers to receive compensation for time worked in excess of forty (40) hours per week, Police Officers must have prior approval from their supervisor to perform such work. Time worked that is required by the CITY is deemed to have received prior approval.

2. Police Officers required to perform work in excess of forty (40) hours per week shall be compensated by pay at one and one-half times their regular rate of pay. Police Officers may request compensatory time off in lieu of pay for overtime, and such compensatory time may be allowed subject to approval of the Division Commander; provided, however, the determination of whether to award pay or compensatory time off to Police Officers who work in excess of forty (40) hours per week while working in the Community Support Division (as defined by departmental policy), shall be at the discretion of the CITY, except, however, that said Police Officers may indicate a preference for the form of overtime payment contingent upon approval by the Chief of Police, scheduling requirements, and availability of funds.

3. Police Officers shall not accrue more than 120 hours of compensatory time (or 80 hours of actual overtime worked). Police Officers who have accrued 120 hours of compensatory time off, shall, for additional overtime hours worked, be compensated with pay at one and one-half times the Police Officers' regular rate of pay.

4. Accrued compensatory time will not be revoked or forfeited. Accrued compensatory time will remain credited to Police Officers until such compensatory time is either used by the Officer or purchased by the CITY. Provided, however, that if Police Officers have more than forty (40) hours of accrued compensatory time, any paid leave used by Police Officers thereafter shall be presumed to be accrued compensatory time rather than vacation, holidays, or other paid leave.

C. COMPENSATION FOR COURT AND OTHER APPEARANCES

1. Police Officers shall be entitled to receive compensation for a court or administrative proceeding appearance as a witness subpoenaed by the CITY, the State of Utah, the United States or a party to a legal proceeding 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 a Police Officer's regularly scheduled shift, such time spent in court or in administrative proceedings will be treated as normal work time for the purpose of computing a Police Officer's overtime compensation.

c. Court or administrative proceeding appearances made while off-duty will be compensated as follows:

i. Police Officers shall be paid at the rate of one and one-half times their wage rate for two (2) hours of time spent while off-duty for preparation in conjunction with such court or administrative proceeding appearances; provided, however, that no Police Officer is authorized to, and shall not spend in excess of two (2) hours while off-duty in preparation for an appearance.

ii. In addition to the compensation provided in (i) above, Police Officers shall be paid at the rate of one and one-half times their wage rate for the actual time spent in court or in administrative proceedings. Time granted by a court

or administrative body to Police Officers for lunch shall not be compensated hereunder.

iii. In the event the time spent in court or administrative proceedings extends into the beginning of the Police Officer's regularly scheduled work shift, that time spent 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 Police Officer 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 Police Officer's subpoena complying herewith is delivered to the 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 Police Officer is released from any prior court appearance.

4. The prosecuting attorney or appropriate government, court or administrative representative shall have the right and the duty to refuse to initial the subpoena of any Police Officer who, through absence or neglect, fails to appear in compliance with the terms of the subpoena. Any Police Officer failing to appear in compliance with the terms of a formal notice or subpoena may be subject to disciplinary action.

D. TRAINING

Police Officers will be compensated as follows for time spent in required training courses:

1. Time spent in training while on-duty will be considered normal work time.

2. The CITY will provide forty (40) hours of in-service training to each Police Officer, as required by the State of Utah, Division of Peace Officers Standards and Training (P.O.S.T.), on an on-duty basis. The CITY will provide this training either during the Police Officer's regularly scheduled shift, or by adjusting the Police Officer's shift so that the training will be on an on-duty basis.

3. Time spent in training while off-duty, in fulfillment of the P.O.S.T. requirement, shall not constitute normal work time. Police Officers attending such training on an off-duty basis shall receive no compensation.

4. Time spent in required training while off-duty, after the Police Officer has met the P.O.S.T. training requirement, will be treated as normal work time for the purposes of computing such Police Officer's overtime compensation.

E. MISCELLANEOUS WORK TIME

Other compensable hours of work as defined by the FLSA shall be counted as normal work time for the purposes of computing Police Officers' overtime compensation. Such time may include, but is not limited to, extraditions, required medical or psychological examinations, or internal investigations.

F. OVERTIME ADMINISTRATION

The administration of any necessary overtime work is solely a function of management.

G. STANDBY

Police Officers directed by their Division Commander or designee to keep themselves available for City service during regularly scheduled days off shall receive the following compensation: a Police Officer 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.

H. CALLOUT

Police Officers who have been released from their scheduled work shifts and have been directed to perform work by an appropriate division head or designated representative without at least 24 hours advance notice or scheduling shall be compensated as provided in subparagraphs one (1) through four (4) below:

1. Police Officers who are directed to report to work shall receive a minimum of four (4) hours compensation, at one and one-half times their wage rate, or one and one-half times their wage rate for actual hours worked, whichever is greater. Police Officers 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 wage rate for actual hours worked, whichever is greater.

2. If the Police Officer is directed to report to work and the direction to report to work is cancelled within fifteen (15) minutes, then the Police Officer shall receive one hour of compensation at one and one half times his/her regular rate of pay.

3. Police Officers 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 shifts shall receive a minimum of four (4) hours compensation at one and one-half times their wage rate, or one and one-half times their wage rate for actual hours worked, whichever is greater.

4. Police Officers who are directed to perform work at the Police Officers' current location at any other times than those enumerated above, shall received a minimum of one (1) hour compensation at one and one-half their wage rate, or one and one-half times their wage rate for actual hours worked, whichever is greater.

I. EXTRA-DUTY SHIFTS

1. For the purposes of this Article, "extra-duty shifts" are defined as scheduled or unscheduled hours worked other than Police Officers' normally scheduled work shifts. "Extra-duty shifts" do not include extension or carry over of the Police Officers' normally scheduled work shifts.

2. Police Officers required by the CITY to work extra-duty shifts shall receive a minimum of three (3) hours compensation at one and one-half times their wage rate, or time worked at one and one-half times their wage rate, whichever is greater.

J. PARKING METER COLLECTION

Police Officers who perform parking meter collection for the CITY in addition to their normal duties will be paid a minimum of four (4) hours per shift at one and one-half times their wage rate. Police Officers who prepare and make the deposit shall be paid for an additional one-half hour per shift at one and one-half times their regular rate of pay. The CITY maintains the right to have this work performed in any manner it deems appropriate.

K. DEPARTMENTAL SENIORITY

Departmental seniority will be established by an identification number assigned to police officers by the department upon successful completion of training.

Police Officers will bid shifts, days off, and where applicable, specific patrol districts or Division work assignments by departmental seniority when a conflict does not exist with departmental policy or operating efficiency.

**ARTICLE VII
HOLIDAYS**

A. HOLIDAYS SPECIFIED

The following days shall be recognized and observed as holidays for all Police Officers.

1. The first day of January, New Year's Day;
2. The 3rd Monday of January, Martin Luther King Jr. Day;
3. The third Monday of February, Presidents Day;
4. The last Monday of May, Memorial Day;

5. The fourth day of July, Independence Day;
6. The twenty-fourth day of July, Pioneer Day;
7. The first Monday in September, Labor Day;
8. The eleventh day of November, Veteran's Day;
9. The fourth Thursday in November, Thanksgiving Day;
10. The day after Thanksgiving and
11. The twenty-fifth day of December Christmas.
12. One personal holiday. Police Officers are eligible for this holiday only after satisfactorily completing their initial probationary period.

B. ALTERNATIVE AND ADDITIONAL HOLIDAYS

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

C. HOLIDAY WORK

1. When a day designated as a holiday falls on Police Officers' scheduled work day, Police Officers may elect to take the day off work, subject to the approval of their supervisor, or Police Officers may elect to receive their regular wages for such days worked and designate an alternate day off work to celebrate the holiday.
2. When a day designated as a holiday falls on a Police Officer's scheduled day off, the Police Officer may designate an alternate day off work to celebrate the holiday.
3. Police Officers, who by virtue of their assignment are scheduled off work on days designated as holidays, but are required to work on a designated holiday, may elect one of the following options for compensation:
 - a. Police Officers may elect to receive their regular wages for such days worked and designate an alternate day off work to celebrate the holiday, or
 - b. Police Officers may elect to use the designated holiday time, plus be compensated at the rate of one and one-half times their wage rate for hours actually worked on said holiday.
4. Police Officers, who by virtue of their assignment are ordinarily off work on days designated as holidays, may elect to work the holiday and receive their regular wages for such days worked and designate an alternate day off work to celebrate the holiday.

5. Police Officer may accrue holidays, but any holidays accrued in excess of 12 will be forfeited unless used prior to the end of the calendar year.

D. HOLIDAY PAY UPON TERMINATION, RESIGNATION OR RETIREMENT

When Police Officers retire or leave CITY employment the CITY shall compensate Police Officers for any holiday time accrued, not to exceed 12 holidays.

**ARTICLE VIII
VACATIONS**

A. VACATIONS AUTHORIZED

Police Officers shall be entitled to receive their regular salaries during vacation periods earned and taken in accordance with the provisions of this Article. Police Officers shall not be entitled to use any vacation, unless they have completed six (6) months of full-time employment with the CITY.

B. VACATION ACCRUAL

Police officers hired between July 1, 2003 and June 30, 2006 shall accrue vacation at a rate of 3.69 hours per pay period until they have completed six (6) years of City employment. All other Police Officers shall accrue vacation according to the following schedule:

Completed Years of City Employment	Hours Accrued per Biweekly Pay Period
0 to end of year 3	3.08
4 through 6	3.69
7 through 9	4.62
10 through 12	5.54
13 through 15	6.15
16 through 19	6.77
20 or more	7.69

C. RULES FOR TAKING VACATION

1. All vacations are to be taken as directed by the Commander of each Division at such time as it would be most advantageous to the efficient operations of that Division. However, in the assignment of vacation periods:

a. Police Officers with the most departmental seniority (as defined in Article VI (K)) shall be given first consideration for vacation requests submitted prior to March 15 of each year. Requests made thereafter shall be approved on a first-come first-served basis; and

b. Annual vacation requests submitted prior to March 15 of each year will be requested in blocks of 40 or more working hours.

2. Police Officers may accumulate vacation (including both earned vacation and sick leave conversion time), according to their years of employment with the CITY up to the following maximum limits:

a. After 6 months: up to 200 hours;

b. After 9 years: up to 240 hours;

c. After 14 years: up to 280 hours.

3. Any vacation earned or 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. On petition of a Police Officer, the Chief of Police may allow the Police Officer to accumulate vacation earned in excess of the maximum limits provided in subparagraph (2), if the Chief determines that the Police Officer was unable to use vacation due to circumstances beyond the Police Officer's control.

D. VACATION BENEFITS UPON TERMINATION

1. Police Officers whose employment is terminated by resignation or otherwise shall be entitled to be paid for all earned and unused vacation time.

2. Police Officers shall not be entitled to any payment or termination benefit hereunder:

a. Until Police Officers have completed six (6) months of full-time employment with the CITY; or

b. if resigning Police Officers fail to give at least ten (10) working days prior written notice to their Division Commander of their contemplated resignation.

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

Police Officers may request cash payment of vacation time in lieu of use subject to applicable CITY policy. Any such payments shall be made at the sole discretion of the Police Chief.

ARTICLE IX

SICK LEAVE, OTHER RELATED LEAVE AND PERSONAL LEAVE

Benefits in this Article are for the purpose of continuing income to employees during absences due to illness, hospitalization, or other identified reasons. Some of these absences may qualify under the Family Medical Leave Act (FMLA), which is a federal law that provides up to twelve (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 qualifying “family and medical” reasons. 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. Appendix “E” outlines the FMLA rights and obligations of the City and the Police Officers.

A. SICK LEAVE POLICY AND PROCEDURES (PLAN “A”)

1. Sick leave shall be provided for Police Officers as insurance against loss of income when Police Officers are unable to perform assigned duties because of illness or injury.
2. Police Officers shall be entitled to 96 hours of sick leave each calendar year. Sick leave will be granted in a lump sum during the first month of each calendar year. If the Police Officers average sick leave, for the prior year, does not exceed the City’s average sick leave. If the Police Officer’s average sick leave exceeds the City average, the Police Officer shall accrue 3.69 hours of sick leave per pay period during any given year.
3. Police Officers who have used less than the City average as computed on the last day of the last payroll period of each year shall be awarded an additional 24 sick leave hours effective the first day of the first payroll period of the following year.
4. Police Officers shall not be entitled to the foregoing sick leave until they have completed six (6) months of continuous employment with the City.
5. Police Officers absent from work due to illness or injury shall report the intended absence to their Division Commander or supervisor as soon as practical, but no later than fifteen (15) minutes after commencement of the Police Officers’ duty shift unless justified by emergency circumstances.
6. Police Officers requesting sick leave under this section may be required to provide verification of illness or injury from a competent medical practitioner.

B. ACCUMULATION OF SICK LEAVE

Unused sick leave hours may be accumulated from year to year.

C. SICK LEAVE CONVERSION TO VACATION TIME

At the beginning of the calendar year, Police Officers who have accumulated 240 sick leave hours may convert up to 40 hours of accumulated sick leave to vacation time. The number of hours of sick leave used during the previous calendar year shall be subtracted from 40 hours, with the remainder available for conversion to vacation.

D. NOTIFICATION OF ELECTION

The conversion of sick leave to vacation, as provided in C above, is automatic unless Police Officer elects not to convert such leave to vacation time. Election by Police Officers not

to convert must be made by notifying the police department, in writing, on or before, January 31 of each year.

E. PRESUMPTION OF USE

Any sick leave hours converted to vacation as above described, shall be deemed to be taken prior to any other hour of vacation time to which Police Officers are entitled. Any sick leave hours converted to vacation remaining unused at the date of termination, resignation or retirement shall be forfeited by the Police Officers.

F.. RETIREMENT BENEFITS

1. Effective July 1, 2001, upon a Police Officer's retirement, the City will contribute 50% of the cash value of the Police Officer'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 will be calculated using the hourly rate of pay in effect on the Police Officers last day worked prior to retirement.
2. Prior to July 1 of each succeeding year, the Association and City will evaluate this provision, and may modify its terms for the following year. The terms of this provision will not be modified except one time annually, as provided herein.

G. HOSPITALIZATION LEAVE

1. Hospitalization leave shall be provided for Police Officers, in addition to sick leave authorized hereunder, as insurance against loss of income when Police Officers are unable to perform assigned duties because of scheduled surgical procedures, urgent medical treatment, or hospital admission.
2. Police Officers shall be entitled to 240 hours of hospitalization leave each calendar year. Hospitalization leave shall not accumulate from year to year. Police Officers 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.
3. Police Officers shall not be entitled to hospitalization leave until they have completed six (6) months of continuous employment with the City.
4. Police Officers who are unable to perform their duties during a 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 Division Commander or supervisor prior to the scheduled procedure. With the approval of the Division Commander or supervisor, Police Officers may report the absence from the affected shift as hospitalization leave.
5. Police Officers 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. Police Officers are responsible to report the

receipt of urgent medical treatment to the Police Officers' Division Commander or supervisor as soon as practical. Herein, urgent medical treatment includes at-home care directed by a physician immediately after the urgent medical treatment and within the affected shift.

6. Police Officers 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.

7. 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.

8. Police Officers requesting hospitalization leave under this section may be required to provide verification of treatment from a competent medical practitioner.

H. RECOVERY OF SICK LEAVE AND HOSPITAL BENEFITS

Police Officers shall be entitled to receive sick leave or hospitalization leave benefits for illness, injuries or disability resulting from accidents arising out of or in the course of employment for an employer other than the CITY. Provided, however, that as a condition of granting such leave, the CITY may require that it be subrogated to the Police Officers' rights of recovery against any person or organization associated with such injury. The CITY shall have the exclusive right to decide whether to require subrogation and/or seek recovery; provided, however, that full recovery by and reimbursement to the CITY of all medical and leave costs, shall have the effect of re-vesting with the Police Officers all sick leave and hospitalization leave entitlements exhausted as a result of such injury.

I. PAID PERSONAL LEAVE (PLAN "B")

Police Officers hired on or after July 1, 2006, shall be covered by Plan B. Police Officers hired during the plan year will receive personal leave on a prorated basis.

Under Plan "B" paid personal leave shall be provided for Police Officers as insurance against loss of income when a Police Officer needs to be absent from work because of illness or injury, to care for a dependent, bereavement leave or for any other emergency or personal reason. Where the leave is not related to the Police Officer's own illness or injury—or an event that qualifies under the FMLA—approval of a personal leave request is subject to supervisory approval based on the operational requirements of the City.

1. Amount of Paid Personal Leave.

Each Police Officer under this Optional Plan shall be awarded, at the beginning of the second pay period in November of each calendar year, paid personal leave hours based on the following schedule;

Months of Continuous

City Service	Hours of Personal Leave
Less than 6	40 hours
More than 6 less than 24	60 hours
More than 24	80 hours

3. City Contribution.

Police officers may not carry over more than 80 hours of personal leave to the next plan year, which begins the second pay period of November. For any personal leave unused by a Police Officer above 80 hours on that date, the City shall contribute the value of the unused personal leave to the Nationwide Post Employment Health Plan. The value of this contribution shall be based on the wage schedule at the end of the plan year. This contribution shall not be subject to election by the Police Officer.

4. Carry Over of Personal Leave.

Any Police Officer's personal leave hours not contributed according to paragraph 3 above shall carry over to the next plan year.

5. Conditions of Use of Paid Personal Leave. Based upon the need to operate at acceptable staffing levels and to maintain the safety of the public and Police Officers, the following conditions on use apply:

a. Minimum use of paid personal leave is in one (1) hour increments and must be used in a manner directed by the Division Commander.

b. In situations where paid personal leave is used for illness, dependent or funeral leave, notice should be given as soon as possible.

6. Retirement/Layoff (RL) Benefit.

a. Police Officers who were hired before July 1, 2006, and who elect in writing during the period between August 1, 2006 and September 30, 2006 to be covered under Plan "B" shall have a one time option during this election period to convert up to 160 hours of sick leave to 80 hours of personal leave and shall have an RL account equal to 50% of their accumulated unused sick leave hours available on November 1, 2006

b. Police Officers who were hired before July 1, 2006 and who elect in writing during the period between August 1, 2007 and September 30, 2007 to be covered under Plan "B," shall have an RL account equal to 50 percent of their accumulated unused sick leave hours available on November 1, 2007.

c. After a Police Officer makes the election to be covered by Plan B, the Police Officer shall have no other accumulated sick leave except for those hours in the RL account.

8. Payment of the RL Account.

a. All of the hours in the RL account shall be payable at layoff as follows: The Police Officer shall be paid his/her current hourly rate of pay for each hour in the Police Officer's RL account.

b. Upon a Police Officer's retirement, the CITY will contribute the cash value of the Police Officer's RL account to the Nationwide Post Employment Health Plan, in accordance with the provisions and requirements of that Plan. The value of that contribution will be calculated using the hourly rate of pay on the Police Officer's last day worked prior to retirement.

c. Prior to July 1 of each year of this MEMORANDUM, the Association and the City will evaluate the provision in this subparagraph, and may modify its terms for the following fiscal year.

d. Hours may be withdrawn from the RL account for emergencies after personal leave hours are exhausted, and with approval of the Police Officer's Division Commander. Approval shall not be unreasonably denied. It is understood that hours used from the RL account shall be governed by the same rules of usage that are applied to sick leave hours. RL 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 the Police Officer's Bureau Commander to use RL account hours to supplement Workers' Compensation benefits.

9. Short Term Disability Insurance.

Protection against loss of income when a Police Officer is absent from work due to a short term disability shall be provided to Police Officers covered under Plan B through short term disability insurance (SDI). There shall be no cost to the Police Officer for SDI. SDI shall be administered in accordance with the terms determined by the City. The City will seek recommendations from its benefits committee. As one of the conditions of receiving SDI, the Police Officer may be required to submit to a medical examination. The agreement between the City and Third Party Administrator of the SDI program will be available for review in the City's InfoBase and at the Human Resource Management Office. At the request and agreement of the Police Officer, the City may provide temporary light duty assignments to Police Officers on SDI, provided a light duty assignment is available, and the Police Officer provides proper medical releases.

10. 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 the date of termination for each unused hour subject to appropriations of funds. For purposes of this subparagraph, "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.

J. DISABILITY COMPENSATION

Police Officers shall receive disability compensation pursuant to the Utah Public Employee's Disability Act Sections 49-9-101 et seq. of the Utah Code Annotated as interpreted by the Utah State Retirement Board.

K. INJURY LEAVE

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

1. The disability must have resulted from a documented injury arising out of the discharge of official police duties and/or while exercising some form of necessary law enforcement authority as determined by the Chief of Police.
2. Police Officers must be unable to return to work due to the injury as verified by a competent medical practitioner acceptable to the CITY;
3. The leave benefit must not exceed the value of the Police Officer's net salary during the period of absence due to the injury, less all amounts paid or credited to the Police Officer as worker's compensation, social security, long term disability, or retirement benefits, or any form of governmental relief whatsoever;
4. The value of benefits provided to Police Officers under this injury leave program shall not exceed the total of \$5000, per officer per injury, unless approved in writing by the Police 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.
6. The Police Department shall track the per-officer, per-injury benefit and shall advise the City Risk Manager when the benefit has reached \$3,500. Upon receipt of such notice, the Risk Manager shall notify the Police Officer of the estimated date on which the maximum benefit will be reached, said Police Officer may then request an increase in the benefit as set forth in subparagraph 4 above or may then elect in writing to the Risk Manager to use accumulated sick leave and/or authorized vacation time to supplement the Police Officer's Workers Compensation disability benefit, not to exceed the Police Officer's net salary.

7. "Net salary" for purposes of this provision shall mean gross compensation less federal and state income tax and FICA withholdings.

ARTICLE X

LEAVES OF ABSENCE

A. BEREAVEMENT LEAVE

The provisions of Bereavement Leave shall not apply to Police Officers on unpaid leaves of absence.

1. Benefit for Police Officers covered by Plan "A".

a. Time off with pay will be granted to Police Officers who suffer the loss of a wife, husband, child, stepchild, mother, father, stepmother, stepfather, sister, stepsister, brother, stepbrother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, step grandchild, grandfather, grandmother, grandmother-in-law, grandfather-in-law, domestic partner, and relatives of said domestic partner as listed above. In the event of death in any of these instances, Police Officers will be paid the regular base pay for scheduled work time from the time of death through the day of the memorial service not to exceed forty (40) hours. Police Officers will be permitted one (1) additional shift of bereavement leave, on the day following the memorial service, if the memorial service is held more than 150 miles distant from Salt Lake City and if the day following the memorial service is a normal working day. The Police Officers' Division Commander may request verification of such death, together with the date and location of the memorial service. Additional bereavement leave may be granted at the discretion of the Chief of Police or designee.

b. In the event of death of relatives other than those enumerated in subsection 1(a), Police Officers will be paid for time off from scheduled working hours while attending the memorial services for such person, not to exceed one (1) shift. c. In the event of death of friends, Police Officers may be granted time off without pay while attending the memorial services for such persons, not to exceed 1/2 shift, subject to the approval of their immediate supervisor.

2. Benefit for Police Officers covered by Plan "B"

a. Time off with pay will be granted to Police Officers who suffer the loss of a wife, husband, child, stepchild, mother, father, stepmother, stepfather, sister, stepsister, brother, stepbrother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, step grandchild, grandfather, grandmother, step-grandmother, grandmother-in-law, grandfather-in-law, domestic partner, and relatives of said domestic partner listed above. In the event of death in any of these instances, Police Officers will be paid their regular base pay for scheduled work time from the time of death through the day of the memorial service not to exceed forty (40) hours. Police Officers will be permitted one (1) additional shift of funeral leave, on the day

following the memorial service, if the memorial service is held more than 150 miles distant from Salt Lake City and if the day following the memorial service is a normal working day. The Police Officers' Division Commander may request verification of such death, together with the date and location of the memorial service. Additional funeral leave may be granted at the discretion of the Chief of Police or designee.

b. Police Officers shall be allowed to use available personal leave time to attend the funeral or memorial services for relatives not mentioned in paragraph 2(a) above.

c. Time off under this paragraph shall not be included as time worked in the computation of overtime pay.

d. In the event the death of any member of the immediate family as set forth in subsection 1(a) or 2(a) occurs while Police Officers are on vacation, their vacations will be extended by the amount of time authorized as funeral leave under said paragraph.

B. MILITARY LEAVE

1. Leaves of Absence for Police Officers Who Enter Military Service. Police Officers who enter the services of the United States, including the United States Army, United States Navy, United States Marine Corps, United States Air Force, United States Coast Guard or commissioned corps of the Public Health Service, shall be entitled to be absent from their 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, 38 U.S.C. 4301 et seq.

2. Leave While on Duty with Armed Forces or Utah National Guard. Police Officers who are or who shall become members of the reserves of an agency of the federal and 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 ninety (90) working hours per calendar year spent on duty with such agencies. This leave shall be in addition to the annual vacation leave with pay. To qualify, Police Officers claiming this benefit 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

Police Officers shall be entitled to receive and retain statutory juror's fees paid for jury service in the District and Federal Courts. No reduction in Police Officers' salary shall be made for absence from work resulting from such jury service. On those days that Police Officers are required to report for jury service and are thereafter excused from such service during their regular working hours for the CITY, they shall forthwith return to and carry on their regular CITY employment. Failure to so return to work shall result in the forfeiture of that day's pay by such Police Officers.

D. DEPENDENT LEAVE (PLAN "A" ONLY)

1. Dependent leave of absence may be requested by Police Officers for the following FMLA-qualified reasons (see Appendix "B"):

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

2. Dependant leave may also be requested by Police Officers to care for a Police Officer's child, spouse, or parent who is ill or injured, but does not have a serious health condition (non-FMLA qualified event).

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

- a. Dependent leave may be granted with pay on a straight-time basis.
- b. For dependent leave used for an FMLA-qualified event, Police Officers shall be entitled to use as dependent leave all accumulated unused sick leave.
- c. For non-FMLA-qualified events, Police Officers shall be entitled to use as dependent leave forty (40) hours of sick leave in a calendar year. Police Officers may request an additional forty (40) hours of sick leave to be used as dependent leave at the discretion of the Police Chief. Under no circumstances may Police Officers use more than 80 hours sick leave as dependent leave for non-FMLA-qualified events in any single calendar year.
- d. Police Officers must give notice, with documentation upon request, to their supervisor as soon as possible under the circumstances.
- e. Police Officers' sick leave shall be reduced by the number of hours taken as dependent leave under this Article provided, however, that 40 hours of dependent leave used during the calendar year will not affect the sick leave conversion options of this MEMORANDUM.

E. ADDITIONAL LEAVES OF ABSENCE

Police Officers shall be eligible for additional leaves of absence without compensation at the discretion of the CITY.

ARTICLE XI

TUITION AID, UNIFORM, K-9 AUTOMOBILE, AND TRAVEL ALLOWANCES

A. TUITION AID

Police Officers shall be eligible to participate in the CITY'S Tuition Reimbursement Program.

B. UNIFORM ALLOWANCE

1. Effective July 1, 2004, Police Officers may purchase authorized uniform, clothing, or equipment items up to \$450 per fiscal year.
2. Police Officers in uniform assignments will be given a voucher redeemable for the authorized amount at any uniform or equipment vendor. The Department will arrange for the recognition of such vouchers by uniform or equipment vendors. Police Officers in plain clothes assignments will be issued a separate check in the authorized amount during the month of July each year.
3. The CITY shall provide for the cleaning of uniforms as described in Department policy.
4. Police Officers in plainclothes assignments, as determined by their Division Commander, shall be provided a cleaning allowance of \$22 per pay period.

C. K-9 SQUAD ALLOWANCE

Police Officers assigned to the K-9 squad will be compensated as follows:

1. Police Officers shall be allowed ten (10) hours per month to care for the police service dog. Such hours shall be counted as part of the Police Officers regular work shift(s).
2. Police Officers shall be provided ten (10) hours per month while off duty, at the rate of one and one-half times their wage rate, to care for the police service dog. No more than ten (10) hours per month shall be spent off duty to care for the police service dog unless authorized by the Police Officer's supervisor.

D. AUTOMOBILE AND TRAVEL ALLOWANCES

Police Officers shall be authorized to receive automobile and travel allowances per CITY Policy.

**ARTICLE XII
INSURANCE**

A. LIFE, ACCIDENTAL DEATH, AND DISMEMBERMENT; DENTAL; AND HEALTH INSURANCE

1. The city will make available life, accidental death, and dismemberment; dental; and health insurance to all police officers covered under this memorandum, upon the terms and conditions as may be from time to time determined by the city.
2. The amount that the city will contribute to the police officers' insurance, and the premium paid by police officers during fiscal year 2006/2007 is set forth in appendix "C" attached. During fiscal years 2007/2008 and 2008/2009 the city shall contribute to the police officers' insurance upon the terms and conditions the city provides to employees in all other certified bargaining units during said year.
3. A premium payment shall be deducted biweekly consistent with the pay periods.
4. The city will make available an employee assistance program that will provide counseling by an outside independent firm.

B. POST EMPLOYMENT HEALTH PLAN

Effective July 1, 2004, the CITY will participate in the Nationwide Post Employment Health Plan (PEHP), as adopted by the CITY by contract and ordinance. The CITY will contribute \$612 per year into each Police Officer's PEHP account.

**ARTICLE IX
PENSION PLAN CONTRIBUTION**

A. CONTRIBUTORY RETIREMENT SYSTEM

For Police Officers enrolled in the Public Safety Contributory Retirement System, as defined in Sections 49-4-103 *et seq.*, UTAH CODE ANN., the CITY shall make the following contributions to the Utah State Retirement Fund:

1. The employer's share as required by statute; and
2. an additional 9.40% of the Police Officers' eligible earnings. This represents a portion of the total employee's share required by statute. Police Officers shall pay the balance of the employee's share required by statute.

B. NONCONTRIBUTORY RETIREMENT SYSTEM

For Police Officers enrolled in the Public Safety Noncontributory Retirement System, as defined in Sections 49-4a-103 *et seq.*, UTAH CODE ANN., the CITY shall make the entire contribution to the Utah State Retirement Fund as required by the statute.

C. LONGEVITY BENEFIT

The CITY will pay the pension contribution on a Police Officer's longevity benefit, which is defined in Article V.

ARTICLE X
RESERVE OFFICERS

A. EXCLUSION FROM MEMORANDUM

Reserve Officers, as defined in Police Department policy, are excluded from the terms and conditions of this MEMORANDUM.

B. USE OF RESERVES

1. The CITY shall not replace authorized full-time Police Officer positions in the Police Department with reserve officers. In the event the CITY reduces the number of full-time Police Officer positions it authorizes to be maintained in the Police Department, the number of authorized reserve officer positions shall be reduced by the same number.

2. The CITY may use reserve officers to perform any work that would normally be performed by full-time Police Officers, under the following conditions:

a. The CITY may use reserve officers to supplement police services, such as additional staffing for special events, traffic or crowd control, after such events or work details have first been offered to full-time Police Officers during an initial sign-up period.

b. If, after the initial sign-up period, there are work details that have not been filled voluntarily by full-time Police Officers, the CITY may assign reserve officers to those work details.

c. The CITY may assign reserve officers to assist in work performed by full-time Police Officers. The allocation of full-time Police Officers to any assignment shall be made by the Chief of Police.

d. The CITY may use reserve officers as needed to assist with any circumstance in which there is an emergency call-out of police personnel.

3. A reserve officer may not be assigned to ride with a full-time Police Officer unless the Police Officer consents, unless the conditions in subparagraph 2(d) above exist.

4. The CITY shall not change any Public Safety dispatch procedure, protocol, or priority with regard to assigning calls to full-time Police Officers because of reserve officers. Any such change of assignment (e.g. the reduction of Police Officers assigned to a call or the cancellation of back up Police Officers) shall be initiated by the full-time Police Officer in charge of the assignment.

ARTICLE XI PROCEDURAL RIGHTS

It is the intent of this Article to provide procedural safeguards to Police Officers who are under investigation for alleged acts or omissions which if proven could result in discipline.

A. POLICE OFFICERS' PROCEDURAL RIGHTS DURING INVESTIGATIVE INTERVIEWS

The procedural rights in this section do not apply to routine, initial inquiries, coaching, instruction, or direction given Police Officers by their supervisor.

1. Prior to interview, the Police Officer shall be advised of the following:

- a. The nature of the matter being investigated;
- b. The specific allegation(s) of misconduct, if any, against the Police Officer being interviewed;
- c. The date, time and location of the matter that gave rise to the allegation(s);
- d. All rights and obligations pertaining to the Garrity rule;
- e. The Police Officer's right to have representation as provided in Article IV.

2. The interview shall specifically and narrowly focus on the job related conduct of the Police Officer.

3. A recording of the interview session of the Police Officer shall be made. The Police Officer may make a recording of the interview session, provided however, that no recording shall take place without the knowledge of all parties present.

4. Before a Police Officer is re-interviewed regarding information provided by the Police Officer in a previous interview, the Police Officer shall be afforded a reasonable opportunity to review a transcript or recording of the Police Officer's previous interview(s) and to have the transcript available during any subsequent interview(s).

B. LIMITATIONS ON INVESTIGATIONS

1. Persons conducting the investigation may not:

a. Subject the Police Officer under investigation to offensive language or threaten disciplinary action, except a Police Officer refusing to respond to questions or submit to interviews shall be informed that failure to answer questions that are 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 Police Officer to answer any questions, or

c. Be a person with significant personal knowledge of the facts giving rise to the investigation.

2. Persons deciding the disposition of an investigation may not be the person who made the initial allegation(s), either directly or indirectly.

C. DISPOSITIONS AND TIMELIMITS

1. The Police Officer shall be notified, in writing, of the final disposition of any investigation, including a disposition of each allegation, and the disciplinary action to be administered, if applicable, within 75 calendar days from the date the complaint was initiated, unless an extension is granted by the Chief of Police or appropriate City official for non-department investigations. The Police Officer shall be notified, in writing, of any such extension, the reason for the extension, and the anticipated date of conclusion of the investigation.

2. In the event the Police Officer is notified that the preliminary disposition of an investigation includes a sustained charges (s) of misconduct, a pre-disciplinary hearing will be held as soon as practical allowing for adequate case review no later than 20 calendar days from the date such notice is received by the Police Officer unless otherwise mutually agreed by the Association and the City, or unless otherwise mutually agreed upon by the Police Officer and the Police Chief or appropriate City official.

D. POLYGRAPHS

1. Police Officers may not be compelled to submit to a polygraph examination. Disciplinary action may not be taken against Police Officers refusing to submit to a polygraph examination, nor may any comment be entered anywhere in the investigator's notes or elsewhere indicating the Police Officer refused to submit to a polygraph examination.

2. Testimony or evidence is not admissible at any subsequent judicial or administrative hearing, trial, or proceeding to the effect that the Police Officer refused to submit to a polygraph examination.

E. PROCEDURAL SAFEGUARDS DURING DISCIPLINARY PROCESS.

The administrative appeal process described in Article XVI, shall provide, at a minimum, the following procedural safeguards:

1. Predisciplinary Hearing

a. Prior to any predisciplinary hearing, Police Officers and their representatives will be afforded a reasonable opportunity to examine all evidence being relied upon by the City.

b. Police Officers will be provided with a notice of charges, a statement of the grounds for the charges and the evidence relied upon;

c. Police Officers shall be afforded an opportunity to respond to said charges.

2. Post-disciplinary Appeal

a. Police Officers and their representatives shall have an opportunity to review all evidence being relied upon by the CITY at least fourteen (14) calendar days prior to any appeal proceedings. Any evidence not provided to the Police Officers or their representatives for reasons of confidentiality or other reasons cannot be used in an appeal proceeding.

b. Police Officers shall have the right to cross examine the CITY's witnesses, call witnesses in their own behalf, and to give rebuttal evidence to the charges;

c. Police Officers shall have the right to representation as provided in Article IV;

d. The post disciplinary appeal shall be heard by an impartial trier of fact as prescribed herein;

e. The decision of the trier of fact, within its jurisdiction as provided in Article XVI and XVII, shall be based solely on the evidence adduced at the hearing;

f. A complete and accurate record will be made of the hearing;

g. Police Officers may not be subjected to disciplinary action, discrimination in any aspect of employment, or denied promotion, or threatened with any of these because of the lawful exercise of these rights.

F. REMEDY

1. Police Officers shall not be subjected to disciplinary action except upon compliance with the procedural rights provided in this Article.

2. A Police Officer or the ASSOCIATION may bring claims that this Article has not been complied with by using the procedural grievance process provided in Article XVI.

3. In the event the Chief of Police finds this Article has not been complied with, the Chief of Police shall take such steps as necessary to bring the matter into compliance with these procedural rights.

4. If a procedural grievance arises prior to the matter being submitted by the investigator for preliminary disposition, the matter will not be submitted by the investigator for preliminary disposition until the grievance is resolved.

5. If a procedural grievance arises after the matter has been submitted for preliminary disposition, the matter will not proceed to the pre-disciplinary hearing or for final disposition or discipline until the grievance is resolved.

6. If a procedural grievance arises after final disposition and/or discipline has been administered, the Chief of Police shall reevaluate the final disposition.

7. If the Chief of Police determines there should be a change in the final disposition of the matter, the discipline shall be modified or rescinded to reflect the change in the final disposition.

ARTICLE XII GRIEVANCE PROCEDURE

It is the intent of the CITY and the ASSOCIATION to adjust grievances in a manner mutually satisfactory to the Police Officers, the ASSOCIATION and the CITY at the lowest possible level within the framework of existing laws and regulations.

A. SCOPE OF GRIEVANCES

This Article provides a separate procedure for the resolution of each of the following categories of grievances:

1. Contractual grievances;
2. Disciplinary grievances;
3. Grievances on a sustained charge of misconduct when no disciplinary action is taken.
4. Procedural grievances

B. GRIEVANCE PROCEDURE

1. Contractual Grievance

a. A contractual grievance is an allegation by the ASSOCIATION that the CITY has violated an express provision of this MEMORANDUM OF UNDERSTANDING, provided however, that Articles I, XV, XVII, XXI, XXII, XXIII, XXIV, and XXV of this MEMORANDUM shall not be subject to the contractual grievance procedure.

b. 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 in Article XV were violated.

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

Step 1. The ASSOCIATION shall file a written grievance with the Chief of Police within 30 calendar days after the event giving rise to the grievance or 30 calendar days after the ASSOCIATION should reasonably have learned of the event giving rise to the grievance, whichever is later. The Chief of Police shall give a written answer to the ASSOCIATION within 30 calendar days after receipt of the grievance.

Step 2. If the grievance is not settled at Step 1, the ASSOCIATION may, within 15 calendar days after receiving the Chief's decision, 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 Chief and the ASSOCIATION within 15 calendar days following receipt of the grievance.

Step 3. If, after completion of steps 1 and 2, the grievance is not resolved, the ASSOCIATION may submit the contractual grievance to arbitration. The decision of the arbitrator shall be final and binding.

2. Disciplinary Grievance

a. For the purposes of this MEMORANDUM, there are two categories of disciplinary grievances:

i. Those disciplinary actions taken by the CITY as a result of a sustained charge of misconduct that do not involve a loss of compensation, such as written adverse entries into a Police Officer's personnel file, including written reprimands, referred to in this MEMORANDUM as "Summary Discipline." For purposes of this MEMORANDUM, adverse annual merit evaluations shall also be defined as "Summary Discipline."

ii. Those disciplinary actions taken by the CITY which result in a denial or postponement of a merit increase or a suspension without pay of 24 hours or less, referred to in this MEMORANDUM as "Punitive Discipline."

b. Disciplinary action taken by the CITY which results in a suspension of more than 3 days or 24 hours or termination must be appealed by the Police Officer as provided by statute and Civil Service Rules and Regulations. The procedural steps for resolution of a disciplinary grievance shall be as follows:

i. Summary Discipline

- ◆ Police Officers may appeal summary discipline by filing a written request for appeal with the Chief's office within 10 calendar days from the date the Police Officer receives the summary discipline.

- ◆ The Chief or designee shall meet with the Police Officer to hear the appeal, and may conduct additional meetings or hearings as necessary to resolve the appeal. The Division Commander and Police Officer's representative may make a presentation to the Chief or designee in an effort to resolve the appeal.
- ◆ Any hearing(s) conducted hereunder shall comply with the post disciplinary procedural safeguards provided in Article XV.

c. The Chief shall give the Police Officer a written decision within 30 calendar days of receiving the appeal. The Chief's decision is final and binding.

i. Punitive Discipline

- ◆ After the Chief has issued punitive discipline, a Police Officer may appeal the Chief's decision to arbitration. The decision of the arbitrator shall be final and binding.

3. Grievances on a Sustained Charge of Misconduct When No Disciplinary Action is Taken. In the event the CITY sustains a charge of misconduct against a Police Officer, but takes no disciplinary action, the Police officer may appeal the sustaining of the charge of misconduct by following the procedure provided herein.

a. A Police Officer may appeal a sustained charge of misconduct by filing a written request for appeal with the Chief's office within 10 calendar days from the date the Police Office is notified, in writing, that discipline will not be issued on a sustained charge of misconduct.

b. If the CITY does not provide the Police Officer notice, in writing, within the applicable time limits provided in Article XV A.5. herein, the Police Officer may appeal the sustained charge of misconduct within 20 calendar days from the date said time limits expired.

c. The Chief or designee shall meet with the Police Officer to hear the appeal and may conduct additional meetings or hearings as necessary to resolve the appeal. The Division Commander and Police Officer's representative may make a presentation to the Chief or designee in an effort to resolve the appeal.

d. The Chief shall give the Police Officer a written decision within 45 calendar days of receiving the appeal. The Chief's decision is final and binding.

4. Procedural Grievance

a. A procedural grievance is an allegation by a Police Officer or the ASSOCIATION that the City has violated an express provision of Article XV of this Memorandum of Understanding.

b. A procedural grievance shall be confined exclusively to the interpretation and/or application of the express provisions of Article XV of this Memorandum of Understanding.

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

Step 1. The Police Officer or the ASSOCIATION shall file a written grievance with the Chief of Police within 15 calendar days after the event giving rise to the grievance or 15 calendar days after the Police Officer or ASSOCIATION should reasonably have learned of the event giving rise to the grievance whichever is later.

Step 2. The Chief of Police shall give a written answer to the Police Officer or ASSOCIATION within 15 calendar days after receipt of the grievance.

C. GENERAL RULES.

1. The time limitations set forth in this Article are of the essence. The CITY and the ASSOCIATION or the Police Officer (for disciplinary or procedural grievances) may mutually agree to extend the time limits in writing. No grievance shall be accepted by the CITY unless it is submitted within the time limits set forth in this Article unless mutually agreed to in writing.

2. If the ASSOCIATION or Police Officer does not timely submit a grievance to the next step, the grievance shall be deemed to have been settled in accordance with the CITY's answer at the last step. If the CITY fails to answer within the time limits set forth in this Article, the grievance shall automatically proceed to the next step.

3. Time spent by Police Officers in adjusting grievances and/or pursuing arbitration is not working time and shall not be compensated. However, if any review of a grievance is held during the Police Officer's normal working hours, the Police Officer will not suffer a loss in compensation.

4. A grievance shall be heard during the CITY's normal working hours.

5. A Police Officer may be represented as provided in Article IV.

6. A Police Officer shall not be subjected to retaliation, punitive action or discrimination in any aspect of employment for the lawful exercise of the grievance procedure.

7. When filing a contractual or procedural grievance, the ASSOCIATION shall state the basis for the grievance, the relevant facts, and the specific provision(s) of this MEMORANDUM the ASSOCIATION claims the CITY violated. No new claims may be made by the ASSOCIATION once the grievance has been filed except upon discovery of additional evidence relating to the grievance.

8. When filing a disciplinary grievance, a Police Officer shall state the basis for the appeal. No new basis for appeal may be made by a Police Officer except upon discovery of additional evidence relating to the appeal.

9. Such additional evidence discovered in subparagraphs 7 and 8 above, shall be communicated to the CITY as soon as possible upon discovery. If the additional evidence is conveyed to the CITY within 10 calendar days prior to a scheduled hearing date, the hearing date shall be continued for 15 calendar days.

ARTICLE XIII

ARBITRATION PROCEDURE

A. SCOPE OF ARBITRATION

1. Contractual grievances and disciplinary grievances involving punitive discipline as defined in Article XVI of this MEMORANDUM OF UNDERSTANDING, that have been properly and timely processed through the grievance procedure set forth in Article XVI and that have not been settled at the conclusion thereof, may be submitted to arbitration by serving the CITY with written notice within 10 calendar days after receipt of a written decision from the Chief or the CITY's contract administrator.

2. The failure to serve the CITY with timely written notice shall constitute a waiver of the Police Officer's or ASSOCIATION's right to submit to arbitration and the written decision of the Chief or the CITY's contract administrator shall be final and binding on the aggrieved Police Officer, the ASSOCIATION and the CITY.

B. SELECTION OF ARBITRATOR

1. Within 10 calendar days after the ASSOCIATION or the Police Officer serves the CITY with such written notice the CITY and the ASSOCIATION or the Police Officer shall jointly request the American Arbitration Association, the Federal Mediation and Conciliation Service or any other similar agency to furnish to the CITY and the ASSOCIATION or the Police Officer a list of seven (7) qualified and impartial arbitrators. Within 10 calendar days after receipt of that list by the CITY, the CITY and the ASSOCIATION or the Police Officer shall alternately strike names from the list, until only one name remains. The arbitrator whose name remains shall hear the grievance.

2. The CITY and the ASSOCIATION or the Police Officer may mutually agree to select another independent party to arbitrate the grievance.

C. ARBITRATOR'S JURISDICTION

The jurisdiction and authority of the arbitrator and the arbitrator's opinion and award shall be confined exclusively as follows:

1. Contractual Grievances.

a. The arbitrator shall confine the decision exclusively to the interpretation and/or application of the express provisions of this MEMORANDUM OF UNDERSTANDING at issue between the ASSOCIATION and the CITY; provided,

however, that the arbitrator shall not have jurisdiction to interpret or apply Articles I, XV, XVII, XXI, XXII, XXIII, XXIV, and XXV of this MEMORANDUM OF UNDERSTANDING.

b. The 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 to establish or alter any wage rate or wage structure.

c. The arbitrator does not have jurisdiction to require the CITY to make or incur expenditures or encumbrances in excess of total appropriations for the Police Department budget as adopted by the CITY Council.

d. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the ASSOCIATION and the CITY.

e. The arbitrator has the authority to resolve a dispute as to whether a matter is the proper subject for arbitration.

2. Grievances Involving Punitive Discipline.

a. The jurisdiction and authority of the arbitrator is confined exclusively to deciding whether the CITY had just cause to issue the discipline.

b. The arbitrator shall have the authority only to affirm or reverse the disciplinary action issued by the CITY. The arbitrator shall have no authority to modify a disciplinary action.

D. ARBITRATION RECORD

All hearings before the arbitrator shall be formal and transcribed by a certified court reporter, with all witnesses placed under oath.

E. ARBITRATOR'S DECISION

1. The arbitrator shall proceed to decide the grievance according to the rules established by the arbitrating agency except as limited herein, and within the jurisdiction provided for in this Article.

2. The written award of the arbitrator, adjudicated within the arbitrator's jurisdiction and authority, shall be final and binding on the aggrieved Police Officer, the ASSOCIATION, and the CITY.

F. COST AND FEES OF ARBITRATION

1. The expenses, fees and other compensation of any witnesses called before the arbitrator shall be paid by the party calling such witnesses. Other expenses incurred, such as

professional services, consultants, preparation of briefs and data to be presented to the arbitrator, shall be paid separately by the respective parties.

2. The 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 non-prevailing party in the arbitration. The arbitrator shall designate the non-prevailing party.

ARTICLE XIV

SAFETY

1. The CITY and the ASSOCIATION will establish a joint safety committee to make policy and equipment recommendations to the Police Chief. The committee shall recommend specifications for police equipment such as, but not limited to, vehicles prisoner transport cages, prisoner restraints, helmets and ballistic vests.

2. The CITY shall provide each Police Officer a helmet, ballistic vest, reflective vest, flashlight, flashlight holder, and flashlight traffic cone.

3. During the term of this Memorandum, the City and the Association agree to jointly study police officer fitness and possible benefits of a Department fitness program. This study will be directed by the Chief of Police and the President of the Association, working cooperatively. The study may result in a recommendation or recommendations to the Mayor and to the City Council for a police officer fitness program. Such recommendation or recommendations will be made to the Mayor and the City Council no later than six months prior to the end of this Memorandum.

ARTICLE XV

PERSONNEL FILES

A. ACCESS TO FILES

Police Officers shall, upon reasonable notice, be provided access to their individual Internal Affairs files or personnel files under the following guidelines:

1. Access to Internal Affairs files shall be in accordance with the provisions stated in the Police Department's Policy Manual.

2. Access to the Police Officer's personnel file shall be in accordance with the provisions in the Salt Lake City Corporation Policies and Procedures Manual.

B. ENTRIES INTO PERSONNEL FILES

1. A document adverse to Police Officers' employment may not be entered in their personnel files (that excludes the Internal Affairs files) without the Police Officer having first read and signed the document.

2. The entry may be made, if after reading the document, the Police Officer refuses to sign it. The Police Officer's refusal to sign shall be noted in the document. Police Officer has ten (10) working days within which to file a written response to any adverse document entered in their personnel file. The written response shall be attached to and accompany the adverse document.

ARTICLE XVI

LAYOFFS

Whenever it is necessary to reduce the number of Police Officers in the CITY Police Department because of lack of work or lack of funds, the CITY shall first lay off probationary Police Officers in the Police Department. If further layoffs are necessitated, Police Officers shall be laid off in inverse order of departmental seniority as a Police Officer and rehired according to departmental seniority as a Police Officer.

ARTICLE XVII

TERM OF AGREEMENT

This MEMORANDUM shall be effective commencing July 1, 2006, and ending June 30, 2009, with the following exceptions:

- The parties may, by mutual written consent, agree to an amendment to this MEMORANDUM.
- The City and the Union mutually agree to a limited reopener to this Memorandum for fiscal year 2007-2008 and for fiscal year 2008-2009. Such reopener shall be limited to the wage schedule and Article XV (Procedural Rights) exclusively.

It is understood by the CITY and the ASSOCIATION that if the City Council, in its adoption of the CITY's final budget for fiscal years 2007-2008, does not appropriate monies to fund all merit increases and other non-wage economic provisions of the Memorandum for fiscal years 2007-2008, this MEMORANDUM shall be reopened within ten (10) days after adoption of the fiscal year 2007-2008 final budget.

It is understood by the CITY and the ASSOCIATION that if the City Council, in its adoption of the CITY's final budget for fiscal years 2008-2009, does not appropriate monies to fund all merit increases and other non-wage economic provisions of the Memorandum for fiscal years 2008-2009, this MEMORANDUM shall be reopened within ten (10) days after adoption of the fiscal year 2008-2009 final budget.

ARTICLE XVIII
LIMITATION ON PROVISIONS

It is understood by the ASSOCIATION and the CITY 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. All financial commitments by the CITY shall be subject to the availability of funds approved by the City Council and the limitations on future budget commitments provided under State Constitution and Statute.

The provisions hereof shall become effective only to the extent that they are capable of implementation within the appropriate and established income level of the CITY, and shall not act to impose directly or indirectly any new tax structure or infringe upon the prerogatives of the City Council to make or refrain from making an appropriation.

ARTICLE XIX
STRIKES AND WORK STOPPAGES

Continuous and uninterrupted service by the CITY and its Police Officers to the citizens and orderly collective bargaining relations between the CITY and its Police Officers being essential considerations of this MEMORANDUM, the ASSOCIATION agrees on behalf of itself and its members, individually and collectively, that none of the following acts shall be engaged in or in any way approved of or encouraged by the ASSOCIATION or its members:

- A concerted failure to report for duty;
- A concerted absence of Police Officers from their positions;
- A concerted stoppage of work;
- A concerted submission of resignations; or
- A concerted absence, in whole or in part, by any group of Police Officers 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, slowdowns or any other concerted interference with services provided by the CITY.

In the event of a violation of this Article by the ASSOCIATION and/or the Police Officers, the CITY may, in addition to other remedies, discipline such Police Officers up to and including discharge.

Police Officers 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 XX
WAIVER CLAUSE

Except as provided for in Article XXI hereof, the CITY and the ASSOCIATION 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 in this MEMORANDUM or not specifically referred to or covered in this MEMORANDUM, even though each subject or matter may not have been within the knowledge or contemplation of either or both the CITY and the ASSOCIATION at the time they negotiated or executed this MEMORANDUM and even though such subjects or matter were proposed and later withdrawn.

ARTICLE XXI
ENABLING CLAUSE

It is understood by the parties that the provisions of the MEMORANDUM OF UNDERSTANDING shall not be binding upon the parties, either in whole or in part, until the CITY shall:

- Act by majority vote of its governing body to approve said MEMORANDUM OF UNDERSTANDING;
- Enact ordinances, resolutions, or take other action required to implement said MEMORANDUM OF UNDERSTANDING by general legislation;
- Act to appropriate necessary funds required to implement the full provisions of the MEMORANDUM OF UNDERSTANDING which requires funding for each year of its existence.

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:

SALT LAKE POLICE ASSOCIATION

By: _____
WALTER DOBROWOLSKI
PRESIDENT

By: _____
THOMAS GALLEGOS
VICE PRESIDENT

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the ____ day of June 2006, personally appeared before me Walter Dobrowolski and Thomas Gallegos who being by me duly sworn, did say that they are the President and Vice President of SALT LAKE POLICE ASSOCIATION, INTERNATIONAL UNION OF POLICE ASSOCIATIONS, LOCAL 75, AFL-CIO, that the foregoing instrument was signed in behalf of said association by authority of a resolution of its board of directors; and said persons acknowledged to me that said association executed the same.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

My Commission Expires:

APPENDIX "A"
Effective 7/1/2006

Step	A - Days		B - Afternoons		C - Graveyards		Years of Service
	Hourly Rate	Bi-Weekly Equivalent	Hourly Rate	Bi-Weekly Equivalent	Hourly Rate	Bi-Weekly Equivalent	
501*	\$16.31	\$1,305.08	\$16.72	\$1,337.71	\$ 17.13	\$ 1,370.33	Entry
502	\$17.53	\$1,402.55	\$17.97	\$1,437.61	\$ 18.41	\$ 1,472.68	1
503	\$18.69	\$1,495.06	\$19.16	\$1,532.44	\$ 19.62	\$ 1,569.81	2
504	\$19.88	\$1,590.05	\$20.37	\$1,629.80	\$ 20.87	\$ 1,669.55	3
505	\$21.08	\$1,686.69	\$21.61	\$1,728.86	\$ 22.14	\$ 1,771.03	4
506	\$22.30	\$1,784.16	\$22.86	\$1,828.76	\$ 23.42	\$ 1,873.37	5
507	\$23.21	\$1,856.85	\$23.79	\$1,903.27	\$ 24.37	\$ 1,949.69	6
508	\$24.12	\$1,929.54	\$24.72	\$1,977.77	\$ 25.33	\$ 2,026.01	7
509	\$25.05	\$2,003.88	\$25.67	\$2,053.97	\$ 26.30	\$ 2,104.07	8
510	\$26.25	\$2,099.69	\$26.90	\$2,152.18	\$ 27.56	\$ 2,204.68	9+

Step will be dropped on July 16, 2006

APPENDIX B
FAMILY AND MEDICAL LEAVE ACT

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 III.A 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 III.A.
- 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 1,250 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 XII.D).

- 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 XI.A.3.

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 benefits 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

APPENDIX C
BIWEEKLY GROUP INSURANCE PREMIUMS 2006-2007
FULL-TIME EMPLOYEES

**BI-WEEKLY GROUP INSURANCE PREMIUMS 2006/2007
FULL-TIME EMPLOYEES**

PEHP MEDICAL PLANS

	CITY SHARE	EMPLOYEE SHARE
Preferred Care		
Single	117.44	43.49
Double	264.25	105.08
Family	352.33	130.52
Advantage Care		
Single	117.44	23.49
Double	264.25	85.08
Family	352.33	110.52
Summit Care		
Single	117.44	0
Double	264.25	0
Family	352.33	0

DENTAL PLANS

	EMPLOYEE SHARE
PEHP Preferred	
Single	13.99
Double	28.26
Family	36.98
PEHP Traditional	
Single	16.45
Double	33.12
Family	43.34

PEHP BASIC TERM LIFE

	CITY SHARE	EMPLOYEE SHARE
(coverage reduces at age 66) \$50,000	3.13	0.00

PEHP BASIC AD&D

	CITY SHARE	EMPLOYEE SHARE
(coverage ceases at age 70) \$50,000	2.06	0.00

LONG TERM DISABILITY

(Police Dept. pays premium for sworn officers)	5.50
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PEHP DEPENDENT CHILD TERM LIFE

\$5,000	0.24
\$7,500	0.37
\$10,000	0.48

PEHP OPTIONAL AD&D (coverage ceases at age 70)

AMOUNT	EMPLOYEE	FAMILY
25,000	0.43	0.58
50,000	0.85	1.14
75,000	1.28	1.72
100,000	1.69	2.28
125,000	2.12	2.85
150,000	2.54	3.42
175,000	2.97	3.99
200,000	3.39	4.57
225,000	3.82	5.13
250,000	4.23	5.71

PEHP ACCIDENT WEEKLY INDEMNITY (salary limitation)

MONTHLY	MAX \$	PREMIUM
< 250	25	0.12
251 to 599	50	0.24
600 to 700	75	0.35
701 to 875	100	0.46
876 to 1050	125	0.58
1051 to 1200	150	0.70
1201 to 1450	175	0.81
1451 to 1600	200	0.93
1601 to 1800	225	1.04
1801 to 2164	250	1.16
2165 to 2499	300	1.39
2500 to 2899	350	1.62
2900 to 3599	400	1.86
3600 >	500	2.32

PEHP ACCIDENT MEDICAL EXPENSE

COVERAGE	PREMIUM
2,500	0.38

PEHP OPTIONAL EMPLOYEE & SPOUSE TERM LIFE

AGE	(300,000 max)	RATES PER 1000
< 30		0.0231
30 - 35		0.0247
36 - 40		0.0347
41 - 45		0.0425
46 - 50		0.0806
51 - 55		0.0968
56 - 60		0.1544
* 61 - >		0.2618

*After age 65, coverage reduces but rates remain the same