

SALT LAKE CITY COUNCIL STAFF REPORT
BUDGET ANALYSIS – FISCAL YEAR 2008-09

DATE: May 30, 2008
BUDGET FOR: **EMPLOYEE COMPENSATION - FISCAL YEAR 2008-09**
STAFF REPORT BY: Sylvia Richards
cc: David Everitt, Lyn Creswell, Steve Fawcett, Sam Guevara, Vic Blanton, Ralph Chamness

Budget Issues and Policy Changes

Proposed Changes to the Compensation Plan for Appointed Employees and Elected Officials

The Administration recommends the following:

- A. One Compensation Plan for all Appointed Employees:
All executive and unclassified employees will be consolidated under one compensation plan. With the exception of Justice Court Judges, these employees are *at will*, meaning that their employment may be terminated without cause. The title of the plan will be *Compensation Plan for Appointed Employees and Elected Officials*.

The Administration indicates this change will combine pay structures and create more logical spacing between pay levels. The Justice Court Judges' positions and high-level positions from the Airport and Public Utilities will be housed under this plan. As a reminder, this group of employees does not have career protection and is not represented by a collective bargaining agreement.

- B. Changes to Severance for Department Heads:
Changes to the severance policy have been recommended by the Administration.

Current department heads appointed after January 1, 2000 who terminated not for cause and who signed a release of claims shall receive:

- 2 months of base salary pay after 1 full year of City employment;
- 4 months of base salary pay after 2 full years of City employment;
- 6 months of base salary pay after 3 full years of City employment;

The maximum severance for department heads is 6 months.

Other Proposed Compensation Plan Changes

- A. Vacation allowance for Recruiting Appointed Employees and 300/600 Series Employees:
The Administration indicates that during tight labor markets there have been challenges recruiting for certain positions. As a recruiting incentive, the Administration proposes to allow negotiation with prospective appointed or

professional employee candidates for up to 120 hours.

B. Bereavement Policy (citywide):

The Administration has proposed to modify the Bereavement Policy and adopt these changes for all employee groups in order to provide a more uniform approach citywide. There were some inconsistencies in the policy from one plan to another, such as, the categories of 'grandfather-in-law and grandmother-in-law' were excluded from one of the plans. This item has been remedied. Also, the term 'domestic partner' was replaced with 'adult designee' in all of the plans.

C. Sick and Other Related Leave or Personal Leave (proposed option of switching from Plan A to Plan B) (citywide):

City employees who were hired on or before November 16, 1997 have the opportunity of switching from Plan A to Plan B during any future city-established enrollment periods at a conversion rate of 40 percent. The remaining 60 percent of accumulated Plan A (Sick Leave) hours are removed from the books.

D. Vacation Buyback Policy (citywide):

The Administration recommends deleting the City's vacation buyback policy from all compensation plans. The Administration indicates that the policy is difficult to administer, and the Administration would prefer to encourage employees to take their vacation time rather than sell it back to the City.

Employee Groups

The City's employee pay structure is a collection of pay grades, each with a pay range or one or more pay steps. In the case of pay *ranges*, movement of the structure does not, in itself, create a salary change; it merely changes the potential for pay adjustments. In contrast, a change in structure containing grades with pay *steps* equates to a corresponding change in pay. The City has both kinds of structures: *ranges* are provided for professional and appointed employees; *steps* are included in all other employee groups.

Following are estimated pay raise costs (percentages) for Fiscal Year 2008-09, assuming all union contracts are settled at a 2.7 percent Cost of Living Allowance (COLA), plus merit increases (which occur on the employee's anniversary date).

100 Series (operations and maintenance employees): The proposed ordinance funds a one-year contract memorandum of understanding contract agreed to by the City and the American Federation of State County & Municipal Employees Local 1004 (AFSCME).

- 2.7% market adjustment on June 29, 2008
- .45% estimated Merit step cost increase
- 3.15% total estimated cost increase

200 Series (technical and clerical employees): The proposed ordinance funds a one-year memorandum of understanding contract agreed to by the City and the American Federation of State County & Municipal Employees Local 1004 (AFSCME).

- 2.7% market adjustment on June 29, 2008
- 0.86% estimated Merit step cost increase

- 3.56% total estimated cost increase

400 Series (Fire Union): The previously agreed upon ordinance approves a memorandum of understanding between Salt Lake City and the Fire Fighters Local. The term of agreement is for one year.

- 2.7% increase to base pay on June 29, 2008
- 1.28% estimated Merit step cost increase
- 3.98 total estimated cost increase

500 Series (Police Union): The ordinance approves a memorandum of understanding between Salt Lake City and the International Union of Police Associations, Local 75, AFL-CIO. The term of agreement is for one year.

- 2.7% increase to base pay on June 29, 2008
- 1.91% estimated Merit step cost increase
- 4.61% total estimated cost increase

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

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

- 2.7% structure increase and 2.7% general percentage increase (GPI)
- No Merit increases
- 3.87% total estimated cost increase

Previously, the Administration used a factoring system for calculating general pay increases that provided a percentage increase greater than the GPI when an employee's pre-increase salary was below the new midpoint, and an increase smaller than the GPI when the employee's pre-increase salary was above the new midpoint. This approach has been changed such that when an employee's pre-increase salary is above the new midpoint, the increase will be no less than the GPI. In December of 2007, the Citizens Compensation Advisory Committee (CCAC) observed that some private employers and most local public agencies do not use the "deceleration-above-midpoint" approach. The CCAC recommended that the City follow the practice of other cities, and the Administration acted on this suggestion. The Administration indicates that a majority of the City's employees in this plan are currently below the midpoint. **The Council may wish to ask about the short and long-term costs associated with this change.**

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

- 2.7% market adjustment beginning June 29, 2008
- No Merit steps

The Council has discussed the percentage of benefits paid for these part time employees previously, and expressed that paying 50 percent of benefits for an employee who the City may want to have work 75 percent of the time may not be equitable. The Council has received a recommendation from the Citizens Compensation Advisory Committee in support of leaving the benefit at 50 percent, but the Council could elect to make the policy decision to make two tiers of benefits for this plan. The Council may wish to ask for a cost estimate from the Administration for this approach.

It should be noted that the Mayor's recommended budget indicates a trend to move seasonal employees to this plan, and provide benefits. The Council may wish to ask regarding the degree to which the Administration anticipates shifting the City's workforce, and the estimated cost as this is phased in.

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

- 2.7% increase to base pay on June 29, 2008.
- 0% estimated Merit step cost increase
- 2.7% total estimated cost increase

Employees in the 800 series appear to be presently at their top step, so little or no merit step increase is anticipated.

900 Series (fire captain, battalion chief): The ordinance prepared for the 900 Series compensation is not negotiated with a bargaining unit. However, the Administration does work with a group of employee representatives (PEC) to review the implications of proposed changes.

- 2.7% increase to base pay on June 29, 2008
- 0.23% estimated Merit step cost increase
- 2.93% total estimated cost increase

Most employees in the 900 series are presently at their top step, so merit or step increase is minimal.

Appointed Employees (Includes employees currently classified as Executives and employees currently occupying Unclassified positions): Unclassified employees presently include Justice Court Judges, non-executive appointed staff in the Mayor's Office, Council Office, City Attorney's Office, and administrative secretaries of department directors. As mentioned on page one of this report, the Administration has proposed to move all Appointed employees, including executives and unclassified employees, to the Compensation Plan for Appointed Employees and Elected Officials. Appointed employees are "at will" and subject to termination without cause.

Appointed employees' salaries become subject to midpoint control; midpoints increase by 5.40% to 9.90% for department and division directors (currently classified as "executives"). Base pay is limited to 110% of midpoint. A *general percentage increase of 2.7%* is applied to new structure. Performance-based portion (if any) of pay increase is not added to base salary.

- 4.28% total estimated cost increase
- No Merit steps

Elected Officials:

In accordance with *Resolution No. 70 of 1993*, elected officials' salary for fiscal year 2009 is based in part on a national survey of capital cities having a Mayor-Council form of government and populations in the 100,000 to 400,000 range. **The Council may wish to confirm interest in asking the CCAC to consider modifying the methodology of selecting comparable cities for the national surveys for elected officials.**

- Based on survey results, the increase is 0.8%
- No merit steps

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

I. EFFECTIVE DATE

The provisions of this plan shall be effective commencing July 1, ~~2007~~2008.

II. EMPLOYEES COVERED BY THIS PLAN

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

III. WAGES AND SALARIES

- A. 1. To the degree that funds permit, employees classified as "900 Series" Fire Department employees shall be paid monthly salaries that:
- a. Achieve equal pay for equal work; and
 - b. Attain comparability of City salary ranges to salary ranges used by other public employers.
2. Based on periodically conducted market surveys, the Mayor shall determine the comparability of City salary ranges to salary ranges used by other public employers for similar work. .
3. Salary surveys shall measure total compensation including salaries and wages, paid leave, group insurance plans, retirement, and all other benefits provided to employees.
4. The compensation plans may provide salary range widths that reflect the normal growth and productivity potential of employees within a job classification.
5. The Mayor shall develop policies and guidelines for the administration of the pay plans.
- B. Effective July 1, ~~2007-2008~~ to June 30, ~~2008~~2009, "900 Series" Fire Department employees shall be paid monthly salaries according to APPENDIX "A."
- C. The foregoing shall not restrict the Mayor from distributing appropriated monies to employees of the City in the form of retirement contributions, ~~or~~ lump sum supplemental ~~payments~~ ~~in recognition of emergencies, special projects or other extraordinary circumstances.~~ Lump sum payments are recommended by the Fire Chief and are subject to the Mayor's approval. Additionally, nothing in the foregoing shall restrict the Mayor from classifying or advancing employees under rules established by the Mayor.

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 5.22.08
By [Signature]

IV. LONGEVITY PAY

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

V. OVERTIME COMPENSATION

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

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

D. For purposes of identifying overtime work performed, the department shall record time worked to the nearest 15 minutes.

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

VI. EDUCATION AND TRAINING PAY

The Mayor may adopt programs to promote employee education and training, provided that all compensation incentives under such programs are authorized within appropriate budget limitations established by the City Council, including the following monthly allowances, according to the educational degree held:

Doctorate.....	\$100.00
Masters.....	\$75.00
Bachelors.....	\$50.00
Associate.....	\$35.00

An employee with the Department shall be eligible for incentive pay following submission of his/her diploma evidencing completion of degree requirements at a fully accredited college or university to the Fire Chief or designee. The foregoing notwithstanding, no employee shall be entitled to compensation for an educational degree which qualifies the employee for his/her position of employment; or for any degree which is not specifically related to the employee's actual employment duties

VII. EMERGENCY ASSIGNMENTS

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

VIII. ALLOWANCES

- A. Meal Allowance. During emergencies or extraordinary circumstances the Fire Department shall provide adequate food and drink to maintain the safety and performance of Fire Department Employees.
- B. Business Expenses. City policy shall govern the authorization of employee advancement or reimbursement for actual expenses reasonably incurred in the performance of City business. Advancement or reimbursement shall be approved only for expenses documented and authorized in advance within budget limitations established by the City Council.
- C. Automobiles.
 - 1. The Mayor may authorize, under City policy, an employee to utilize a City vehicle on a take-home basis, and shall, as a condition of receipt, require said employee to reimburse the City for a portion of the take-home vehicle cost as provided in City ordinance.
 - 2. Employees who are authorized to use, and who do use, privately owned automobiles for official City business shall be reimbursed for the operation expenses of said automobiles at the rate specified in City policy. Mileage forms are to be submitted on at least an annual basis.
- D. Uniforms. Uniforms and other job-related safety equipment shall be provided as needed. Employees may select uniforms and related equipment from the approved list and shall for this purpose be provided \$475 per year or the amount received by the 400 Series employees, if greater. Dangerous or contaminated safety equipment shall be cleaned, repaired, or replaced by the Fire Department.
- E. Heavy Rescue, Swift Water, and Hazardous Materials. Fire Captains regularly assigned to Heavy Rescue, Swift Water, or Hazardous Materials, and who have completed the minimum requirements for certification to effectively lead Heavy Rescue, Swift Water, or Hazardous Materials operations shall receive an additional allowance of \$50.00 per month or the allowance received by 400 Series employees for the same involvement, if greater. This will be for no more than one Swift Water Fire Captain, two Heavy Rescue Fire Captains, and two Hazardous Materials Fire Captains per platoon.

IX. CAPTAINS' HOURS OF SERVICE

- A. Whenever public safety interests demand, the Chief or designee of the Fire Department may require an employee to perform work beyond the employee's regularly scheduled duties. Whenever possible, Fire Department employee volunteers will be solicited. Forty hours within a seven-day week shall constitute a normal work period for all Fire Department employees, except employees assigned to the Combat Division. Employees regularly assigned to duty in the Combat Division shall perform their work during scheduled duty shifts; each consisting of 24 consecutive hours on duty at assigned Fire Department employment locations. Therefore, the parties agree that for employees assigned to the Combat Division, twenty-seven (27) days shall constitute a normal work period.
- B. Exchange of Time. Fire Department employees may exchange time in accordance with provisions outlined in the Fair Labor Standards Act (substitution of work

scheduled) and when the exchange does not interfere with the operation of the Fire Department, which includes employee responsibilities such as maintaining training and proficiency requirements, subject to the approval of the Fire Department employee's supervisor.

X. HOLIDAYS AND VACATION

Full-Time employees shall receive holidays and vacation as provided in this paragraph X. The Mayor shall provide, by policy, the specific terms and conditions upon which such holidays and vacation are to be made available to employees. Employees do not earn or receive holiday and vacation benefits while on unpaid leave of absence. However, employees on an unpaid military leave of absence may be entitled to the restoration of such leave benefits, as provided by city ordinance.

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

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

B. Vacations

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

Years of	Shifts of vacation per year for Combat Fire
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<u>City Service</u>	<u>Employees</u>
0 to end of year 3	5
4 to 6	6
7 to 9	7.5
10 to 12	9
13 to 14	10
15 to 19	11
20 or more	12.5

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

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

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

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

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

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

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

5. Years of City Service shall be based on the most recent date the person became a Full-Time employee.
6. ~~Vacation Buy Back.~~ The City may purchase within any calendar year up to, but not exceeding, 80 hours of accrued vacation time, to which an employee is entitled, with the consent of said employee and upon favorable written recommendation of the Fire Chief and approval of the Chief Administrative Officer. Said purchase of accrued vacation time may be authorized, in the discretion of the City, when, in its judgment, it is demonstrated that:
 - a. ~~The cash payment in lieu of vacation time use shall not interfere with an employee's performance or create an unreasonable hardship on said employee;~~
 - b. ~~There is a demonstrated need for the City to retain the services of the employee for said vacation time; and~~
 - c. ~~There are sufficient funds in the Department budget to pay for the vacation time as certified by the City Management Services Director or designee, without disturbing or interfering with the delivery of City services~~
7. ~~The foregoing, notwithstanding, under no circumstances may the City purchase more than five shifts for combat fire employees (80 hours for non-combat employees) of earned but unused vacation time from an employee during any 12 month period.~~
8. ~~The amount to be paid for any such purchase of vacation time as provided herein shall be based on the wage or salary rate of the said employee at the date of approval by the City. However, under no circumstances shall any overtime compensation be paid, computed or accrued by virtue of the City authorizing an employee to work a vacation period and receive cash payment therefor in lieu of use.~~
9. ~~The City shall make a diligent effort to provide employees their earned annual vacation, and shall, through appropriate management efforts, seek to minimize the recommendations for cash payments in lieu of vacation use. Any vacation purchased by the City shall be considered to be an extraordinary circumstance and not a fringe benefit of the employee.~~

XI. SICK AND OTHER RELATED LEAVE OR PERSONAL LEAVE.

- A. Benefits in this section are for the purpose of continuing income to employees during absence due to illness, accident or personal reasons. Some of these absences may qualify under the Family and Medical Leave Act (FMLA). This is a federal law that provides up to 12 weeks of unpaid leave each year and protects jobs and health care benefits for eligible employees who need to be off work for

certain "family and medical" reasons. APPENDIX C outlines the FMLA rights and obligations of the employee and the City. The City requires all employees using FMLA leave to exhaust their paid leave allotments for FMLA-qualifying events prior to taking FMLA leave unpaid. The paid leave parameters are defined in this Compensation Plan. Employees do not earn or receive leave benefits under this Section XI. while on unpaid leave of absence. However, employees on an unpaid military leave of absence may be entitled to the restoration of such leave benefits, as provided by city ordinance.

- B. Full-Time employees shall receive benefits in this section either under a plan as provided in paragraph XI.E. (Plan "A"), or as provided in paragraph XI.F. (Plan "B").
- C. Employees hired on or after November 16, 1997 shall participate in Plan B. All other employees shall participate in the plan they participated in on November 15, 1998, except as provided in paragraph XI.D.
- D. ~~Employees participating in Plan A, who were hired on or before November 16, 1997, may, shall participate in Plan B if they so elected during any City-designated election period occurring after 1998.~~ during an election period beginning July 1, 2007 and ending September 30, 2007, choose to participate in Plan B effective November 4, 2007.
- E. Plan "A."
 - 1. Sick Leave.
 - a. Sick leave shall be provided for employees under this Plan "A" as insurance against loss of income when an employee is unable to perform assigned duties because of illness or injury. The Mayor may establish rules governing the interfacing of sick leave and Workers' Compensation benefits and avoiding, to the extent allowable by law, duplicative payments.
 - b. ~~Each salaried employee shall accrue sick leave at a rate of 6.93 hours per pay period, for combat fire employees (except for non-combat fire employees who shall accrue sick leave at a rate of 4.62 hours per pay period).~~ be entitled to 15 days of sick leave each calendar year, except for members of the Combat Division who shall be entitled to 7.5 shifts of sick leave each calendar year. The City shall credit the salaried employee's sick leave account in a lump sum (15 days or 7.5 shifts) during the first month of each calendar year. For any plan year in which there are 27 pay periods, no sick leave hours will be awarded on the 27th pay period. Authorized and unused sick leave may be accumulated from year to year subject to the limitations of this plan.
 - c. ~~Employees who separate from the City for any reason prior to the end of the 12th month of the calendar year will have sick leave for the period prorated back to the City, on a one-day or 1/2 shift basis per month based on the following table:~~

<u>Month</u>	<u>Day</u>	<u>Combat</u>
<u>January</u>	<u>15.00 days</u>	<u>7.50 shifts</u>
<u>February</u>	<u>13.75 days</u>	<u>6.88 shifts</u>
<u>March</u>	<u>12.50 days</u>	<u>6.25 shifts</u>
<u>April</u>	<u>11.25 days</u>	<u>5.63 shifts</u>
<u>May</u>	<u>10.00 days</u>	<u>5.00 shifts</u>
<u>June</u>	<u>8.75 days</u>	<u>4.38 shifts</u>
<u>July</u>	<u>7.50 days</u>	<u>3.75 shifts</u>
<u>August</u>	<u>6.25 days</u>	<u>3.13 shifts</u>
<u>September</u>	<u>5.00 days</u>	<u>2.50 shifts</u>
<u>October</u>	<u>3.75 days</u>	<u>1.88 shifts</u>
<u>November</u>	<u>2.50 days</u>	<u>1.25 shifts</u>
<u>December</u>	<u>1.25 days</u>	<u>.63 shift</u>

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

e. Eligible Combat Fire Employees' sick-leave-to-vacation conversion schedule:

<u>Number of Sick Leave Shifts Used During Previous Calendar Year</u>	<u>Number of Sick Leave Shifts Available for Conversion</u>
No shifts	<u>4-5 shifts</u>
1 shift	<u>3-4 shifts</u>
2 shifts	<u>2-1/23 shifts</u>
3 shifts	2 shifts
4 shifts	1 shift
5 or more shifts	No shifts

f. Eligible Non-Combat employees (working 8 hour shifts) may choose to convert, as shown on the following table, up to 64-nine days hours of the sick leave grant from any given year to vacation. Any sick leave used during the calendar year reduces the allowable conversion by an equal amount.

<u>Number of Sick Leave Days Used Prior to December 31 of the Current Calendar Year</u>	<u>Sick Leave Days Available for Conversion</u>
<u>No (0) days</u>	<u>9 days</u>
<u>One (1) day</u>	<u>8 days</u>
<u>Two (2) days</u>	<u>7 days</u>
<u>Three (3) days</u>	<u>6 days</u>
<u>Four (4) days</u>	<u>5 days</u>
<u>Five (5) or more days</u>	<u>0 days</u>

Such converted sick leave shall be permitted as vacation in addition to any other vacation award to which said employee is entitled.

- g. Conversion at the maximum allowable hours will be made unless the employee elects otherwise. Any election by an employee for no conversion, or to convert less than the maximum allowable sick leave hours to vacation time, must be made by notifying his or her Personnel/Payroll Administrator, in writing, not later than the November vacation draw. Otherwise, the opportunity to waive conversion or elect conversion other than the maximum allowable amount shall be deemed waived for that calendar year. In no event shall sick leave days be converted from other than the current year's sick leave allocation.
 - h. Any sick leave days, properly converted to vacation benefits as above described, shall be deemed to be taken prior to any other days of vacation time to which the employee is entitled; provided, however, that in no event shall an employee be entitled to any pay or compensation upon an employee's termination for any sick leave converted to vacation. Any sick leave converted to vacation remaining unused at the date of termination or retirement shall be forfeited by the employee.
 - i. As stated above, authorized and unused sick leave may be accumulated from year to year.
 - j. Employees who have accrued at least 80 hours sick leave may be allowed to use no more than 16 hours of accrued sick leave per calendar year for their own doctor's and/or dentist's appointments. This leave must be taken in one hour time blocks and may only be used upon prior approval of the employee's supervisor.
2. Hospitalization Leave
- a. In addition to the sick leave authorized under this Plan "A," each combat fire employee shall be entitled to 15 on-duty shifts off for hospitalization leave (except for non-combat Fire Department employees who shall be entitled to 30 days for hospitalization leave) each calendar year, provided that such leave may be taken

only if, and during the period that employees are unable to perform assigned duties because of scheduled surgical procedures, urgent medical treatment, or hospital in-patient admission. Hospital leave shall not accumulate from year to year. Employees may not convert hospitalization leave to vacation or any other leave, nor may they convert hospitalization leave to any additional benefit at time of retirement.

- b. Employees who are unable to perform their duties during a shift due to preparations (such as fasting, rest, or ingestion of medicine), for a scheduled surgical procedure, may report the absence from the affected shift as hospitalization leave, with the prior approval of their division head or supervisor.
- c. Employees who must receive urgent medical treatment at a hospital, emergency room, or acute care facility, and who are unable to perform their duties during a shift due to urgent medical treatment, may report the absence from the affected shift as hospitalization leave. The employee is responsible to report the receipt of urgent medical treatment to the employee's supervisor as soon as practical. For purposes of use of Hospitalization Leave, urgent medical treatment includes at-home care directed by a physician immediately after the urgent medical treatment and within the affected shift.
- d. Employees who are admitted to a hospital as an inpatient for medical treatment, so they are unable to perform their duties, may report the absence from duty while in the hospital as hospitalization leave.
- e. Medical treatment consisting exclusively or primarily of post-injury rehabilitation or therapy treatment, whether conducted in a hospital or other medical facility, shall not be counted as hospitalization leave.
- f. An employee requesting hospitalization leave under this section may be required to provide verification of treatment or care from a competent medical practitioner.

3. Bereavement Leave

- a. ~~Under this Plan "A" time off with pay will be granted to an employee who suffers the loss of a wife, husband, child, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, step grandfather, grandmother, step-grandmother, grandchild, or stepgrandchild, stepchild, stepmother, stepfather, stepbrother or stepsister, or domestic partner, as defined in Paragraph b. below, or domestic partner's relative as if the domestic partner were the employee's spouse. In the event of death in any of these instances,~~

the employee will be paid his or her regular base pay for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. The employee will be permitted one additional day of funeral leave on the day following the funeral or memorial service if: such service is held more than 150 miles distance from Salt Lake City; the employee attends the service; and the day following the service is a regular work shift. Satisfactory proof of such death, together with the date thereof, the date and location of the service, and the date of burial, must, on request, be furnished by the employees to their supervisors.

- b. —“Domestic Partner” means an individual with whom an eligible employee has a long term committed relationship of mutual caring and support. The domestic partner must have resided in the same household with the eligible employee for at least the past six consecutive months, and must have common financial obligations with the employee. The domestic partner and the employee must be jointly responsible for each other’s welfare. The domestic partner may not be related by blood to the employee to a degree of closeness that would prohibit legal marriage in the State of Utah. The domestic partner benefit provided under this bereavement benefit is not effective before February 23, 2006.
- e. —In the event of death of an uncle, aunt, niece, nephew, or first cousin to the respective employee, said employee will be paid for time off from scheduled working hours while attending the funeral or memorial service for such person, not to exceed one shift.
- d. —In the event of death of friends or relatives not listed above, an employee may be granted time off without pay, not to exceed four hours, or may use available vacation leave while attending the funeral or memorial service for such person, subject to the approval of his/her immediate supervisor.
- e. —In the event the death of any member of the immediate family as set forth in this paragraph XI.D.3(a.) occurs while an employee is on vacation, his/her vacation will be extended by the amount of time authorized as bereavement leave under said paragraph.
- f. —The provisions of this paragraph shall not be applicable to employees who are on leave of absence other than vacation leave.

43. Dependent Leave.

- a. Under Plan “A,” dependent Leave may be requested by a Full-Time employee covered by this Compensation Plan for the following reasons:
 - 1. Becoming a parent through birth or adoption of a child or children.
 - 2. Placement of a foster child in the employee’s home.

3. Due to the care of the employee's child, spouse, spouse's child, ~~domestic partner~~adult designee (as defined in Paragraph eH. below), or ~~domestic partner's~~adult designee's unmarried child under age 26, or parent with a serious health condition.

~~Domestic partners~~Adult Designees and ~~domestic partners'~~adult designee's children are not covered by FMLA.

- b. Under Plan "A," dependent leave may also be requested by a Full-Time employee to care for an employee's child, spouse, spouse's child, ~~domestic partner~~adult designee (as defined in Paragraph eH. below), ~~domestic partner's~~adult designee's unmarried child under age 26, or a parent who is ill or injured but who does not have a serious health condition.
- e. ~~"Domestic Partner" means an individual with whom an eligible employee has a long-term committed relationship of mutual caring and support. The domestic partner must have resided in the same household with the eligible employee for at least the past six consecutive months, and must have common financial obligations with the employee. The domestic partner and the employee must be jointly responsible for each other's welfare. The domestic partner may not be related by blood to the employee to a degree of closeness that would prohibit legal marriage in the State of Utah. The domestic partner benefit provided under this bereavement benefit is not effective before February 23, 2006.~~
- dc. The following provisions apply to the use of dependent leave by a Full-Time employee.
 1. Dependent leave may be granted with pay on a straight time basis.
 2. If the employee has accumulated and available unused sick leave, the employee shall be entitled to use as dependent leave such accumulated and available unused sick leave.
 3. The employee shall give notice of the need to take dependent leave and the expected duration of such leave to to his or her supervisor as soon as possible under the circumstances.
 4. The employee shall provide, upon request of the supervisor, certification of birth or evidence of a child placement for adoption, or a letter from the attending physician in the event of hospitalization, injury or illness of a child, spouse, spouse's child, ~~domestic partner~~adult designee, ~~domestic partner's~~adult designee's child, or parent within five calendar days following termination of such leave.
 5. An employee's sick leave shall be reduced by the number of hours taken by an employee as dependent leave under this paragraph provided, however, that 40 hours of

dependent leave used during the calendar year will not affect the sick leave conversion options as outlined in paragraph XI.€E.1.

6. Probationary employees are not eligible for dependent leave.

54. Career Incentive Leave, Plan "A." Full-Time employees, who have been in consecutive Full-Time employment with the City for more than 20 years, and who have accumulated to their credit 1500 or more sick leave hours, may make a one-time election to convert up to 160 hours of sick leave into 80 hours of paid Career Incentive Leave. Career Incentive Leave must be taken prior to retirement. Sick leave hours converted to Career Incentive Leave will not be eligible for a cash payout upon termination or retirement even though the employee has unused Career Incentive Leave hours available. This leave can be used for reasons such as attending the National Fire Academy or other activity specified by the Department. Requests for Career Incentive Leave must be submitted in writing to the Fire Chief and be approved subject to the department's business needs (e.g., work schedules and workload).

65. Retirement Benefit, Plan "A."

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

F. Plan "B."

1. The benefit Plan Year of Plan "B" begins in each calendar year on the first day of the pay-period that includes November 15. Under this Plan "B," personal leave shall be provided for employees as insurance against loss of income when an employee needs to be absent from work because of illness or injury, to care for a dependent, or for any other emergency or personal

reason. Where the leave is not related to the employee's own illness or injury—or an event that qualifies under the FMLA—a personal leave request is subject to supervisory approval based on the operational requirements of the City and any policies regarding the use of such leave adopted by the department in which the employee works.

2. Each Full-Time employee under this Plan "B" shall be awarded, at the beginning of the second pay period of November in each calendar year, personal leave hours based on the following schedule:

	<u>Hours of Personal Leave</u>
Noncombat Personnel	80
Combat Personnel	120

Employees hired during the plan year will be provided paid personal leave on a pro-rated basis.

3. Not later than October 31st in each calendar year, employees covered by Plan "B" may elect, by notifying their Personnel/Payroll Administrator in writing, to:
 - a. Convert any unused personal leave hours available at the end of the first pay period of November to a lump sum payment equal to the following: For each converted hour, the employee shall be paid 50 percent of the employee's hourly base wage rate in effect on date of conversion. In no event shall total pay hereunder exceed 40 hours pay, or
 - b. Carryover to the next plan year up to 80/120 (combat) unused personal leave hours, or
 - c. Convert a portion of unused personal leave hours, to a lump sum payment as provided in subparagraph (a) above and carry over a portion as provided in subparagraph (b) above.
4. Maximum Accrual. A maximum of 80 hours (120 combat)/5 shifts of personal leave may be carried over to the next plan year. Any personal leave hours unused at the end of the plan year in excess of 80 hours (120 combat)/5 shifts shall be converted to a lump sum payment as provided in subparagraph 3.a above.
5. Termination Benefits. At termination of employment for any reason, accumulated unused personal leave hours, minus any adjustment necessary after calculating the "prorated amount," shall be paid to the employee at 50 percent of the hourly base wage rate on date of termination for each unused hour. For purposes of this paragraph XI.EF.5, "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 separation date) to 12 months. If the employee, at the time of separation, has used personal leave in excess of the prorated amount, the value of the excess amount shall be reimbursed to the City and may be deducted from the employee's paycheck.

6. Conditions on Use of Personal Leave are:

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

7. Bereavement Leave:

a. ~~Under this Plan "B," time off with pay will be granted to a Full-Time employee who suffers the loss of a wife, husband, child, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, step-grandfather, grandmother, step-grandmother, grandchild, or stepgrandchild, stepchild, stepmother, stepfather, stepbrother or stepsister, or domestic partner, as defined in Paragraph b. below, or domestic partner's relative as if the domestic partner were the employee's spouse. In the event of death in any of these instances, the employee will be paid his/her regular base pay for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. The employee will be permitted one additional day of funeral leave on the day following the funeral or memorial service if: such service is held more than 150 miles distance from Salt Lake City; the employee attends the service; and the day following the service is a regular work shift. Satisfactory proof of such death, together with the date thereof, the date and location of the service, and the date of burial, must, on request, be furnished by the employee to his or her supervisor.~~

b. ~~"Domestic Partner" means an individual with whom an eligible employee has a long term committed relationship of mutual caring and support. The domestic partner must have resided in the same household with the eligible employee for at least the past six consecutive months, and must have common financial obligations with the employee. The domestic partner and the employee must be jointly responsible for each other's welfare. The domestic partner may not be related by blood to the employee to a degree of closeness that would prohibit legal marriage in the State of Utah.~~

The domestic partner benefit provided under this bereavement benefit is not effective before February 23, 2006.

- e. In the event of death of a friend or a relative not listed above, said employee may be allowed to use personal leave or vacation for time off from scheduled working hours to attend the funeral or memorial service for such person. Such leave is subject to the approval of the staffing office or immediate supervisor.

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

98. Retirement/Layoff (RL) Benefit, Plan "B."

- a. Full-Time employees currently covered under Plan "B" who were hired before November 16, 1997, and who elected in 1997 to be covered under Plan "B," shall have a retirement/layoff account (hereinafter referred to as an "RL account") equal to sixty percent of their accumulated unused sick leave hours available on November 16, 1997, minus any hours withdrawn from that account since it was established.
- b. Full-Time employees who were hired before November 16, 1997 and who elected in 1998 to be covered under Plan "B," shall have an RL account equal to fifty percent of their accumulated unused sick leave hours available on November 14, 1998, minus any hours withdrawn after the account is established.
- c. Full-Time employees who were hired before November 16, 1997 and who elected in 2007 or later to be covered under Plan "B," shall have a retirement/layoff (RL) account equal to forty percent of their accumulated unused sick leave hours available on ~~November 4, 2007~~ the date that Plan B participation began, minus any hours withdrawn after the account is established.
- d. Payment of the RL Account.
 - (1) All of the hours in the RL account shall be payable at retirement or layoff as follows: The employee shall be paid the employee's hourly rate of pay on date of termination or layoff for each hour in the employee's RL account.
 - (2) In the case of retirement only, in lieu of the above, employees may elect to convert the RL account payment as

provided herein to ~~hospital and surgical coverage~~ pay for health insurance premiums. Such payment shall be subject to any state and federal income and social security tax withholding required by law. An employee's available RL account balance, computed by the hours therein times the salary rate at the effective date of employment separation, determines the number of months of medical and surgical coverage which may be purchased. The purchase is made on a monthly basis, which shall be computed on a monthly basis of charges against the account balance. If insurance costs increase, the number of months of coverage will decrease.

- e. Hours may be withdrawn from the RL account for emergencies after personal leave hours are exhausted, and with approval of the employee's supervisor. RL account hours may also be used as a supplement to Workers' Compensation benefits which, when added to the employees' Workers' Compensation benefits, equals the employee's regular net salary. The employee must make an election in writing to the Director of Management Services to use RL account hours to supplement Workers' Compensation benefits.

910.—Short Term Disability Insurance, Plan "B." Protection against loss of income when an employee is absent from work due to short term disability shall be provided to Full-Time employees covered under Plan "B" through short term disability insurance (SDI). There shall be no cost to the employee for SDI. SDI shall be administered in accordance with the terms determined by the City. As one of the conditions of receiving SDI, the employee may be required to submit to a medical examination.

G. Bereavement Leave – Plans A and B

1. Time off with pay will be granted to an employee who suffers the loss of a wife, husband, child, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, step-grandfather, grandmother, step-grandmother, grandchild, or step grandchild, stepchild, stepmother, stepfather, stepbrother or stepsister, grandfather-in-law, grandmother-in-law, or adult designee, as defined in Paragraph H. below, or adult designee's relative as if the adult designee were the employee's spouse. In the event of death in any of these instances, the employee will be paid his/her regular base pay for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. The employee will be permitted one additional day of funeral leave on the day following the funeral or memorial service if: such service is held more than 150 miles distance from Salt Lake City; the employee attends the service; and the day following the service is a regular work shift.
2. In the event of death of relatives other than those enumerated in paragraph 1. above, an employee shall be paid for time off from scheduled working hours while attending the memorial services for such person, not to exceed one work shift.

3. In the event of death of friends, an employee may be allowed to use vacation or personal leave for time off to attend the funeral or memorial service for such person, subject to the approval of his/her immediate supervisor.
4. In the event of death of any member of the immediate family, as set forth in subsection 1 of this Article, occurs while an employee is on vacation, his or her vacation shall be extended by the amount of time authorized as bereavement leave under said subsection.

H. “Adult Designee” means an individual with whom an eligible employee has a long term committed relationship of mutual caring and support. The adult designee must have resided in the same household with the eligible employee for at least the past six consecutive months, and must have common financial obligations with the employee. The adult designee and the employee must be jointly responsible for each other’s welfare.

XII. MILITARY LEAVE AND JURY DUTY

- A. Leave of absence for employees who enter uniformed service. An employee who enters the service of a uniformed services of the United States, including the United States Army, United States Navy, United States Marine Corps, United States Air Force, commissioned Corps of the National Oceanic and Atmospheric Administration, United States Coast Guard or the commissioned corps of the Public Health Service, shall be entitled to be absent from his or her duties and service from the City without pay as required by state and federal law. Said leave shall be granted for no more than five cumulative years, consistent with the federal Uniform Services Employment and Reemployment Act.
- B. Leave while on duty with the armed forces or Utah National Guard. Employees covered by this Plan who are or who shall become members of the reserves of a federal armed forces, including United States Army, United States Navy, United States Marine Corps, United States Air Force, and the United States Coast Guard, or any unit of the Utah National Guard, shall be allowed full pay for all time not in excess of 11 working days per calendar year spent on duty with such agencies. This leave shall be in addition to the annual vacation leave with pay. To qualify, employees claiming the benefit under this provision shall provide documentation to the City demonstrating duty with such agencies. To qualify, duty herein need not be consecutive days of service.
- C. Leave for Jury/Court Duty. Employees shall be entitled to receive and retain statutory juror's/court fees paid for jury/court service in the State and Federal Courts subject to the conditions hereinafter set forth. No reduction in an employee's salary or regular wages shall be made for absence from work resulting from such jury/court service. Any duty related court service shall be considered time worked, but not emergency call-back. On those days that an employee is required to report for jury/court service and is thereafter excused from such service during his or her regular working hours from the City, he or she shall forthwith return to and carry on his or her regular City employment. Employees who fail to return to work after being excused from jury duty for the day shall be subject to discipline.

XIII. INJURY LEAVE

- A. Injury Leave. The City shall establish rules governing the administration of an injury leave program for employees.
1. The disability must have resulted from an injury arising out of the discharge of official duties and/or while exercising some form of necessary job-related activity as determined by the City (i.e., law enforcement, fire fighting, medical services, etc.);
 2. The employee must be unable to return to work due to the injury as verified by a licensed physician acceptable to the City;
 3. The leave benefit shall not exceed the value of the employee's net salary during the period of absence due to the injury, less all amounts paid or credited to the employee as Workers' Compensation, social security, long term disability or retirement benefits, or any form of governmental relief whatsoever;
 4. The value of benefits provided to employees under this injury leave program shall not exceed the total of \$5,000 per employee per injury; unless approved in writing by the Fire Chief after receiving an acceptable treatment plan and consulting with the City's Risk Manager;
 5. The City's Risk Manager shall be principally responsible for the review of injury leave claims, provided that appeals from the decision of the City's Risk Manager may be reviewed by the Chief Administrative Officer who may make recommendations to the Mayor for final decisions;
 6. If an employee is eligible for Workers' Compensation as provided by law; and is not receiving injury leave pursuant to this provision, said employee may elect in writing to the Director of Management Services to use either accumulated sick leave or hours from the RL account, if applicable, and authorized vacation time to supplement Workers' Compensation so that the employee is receiving the employee's regular net salary.

XIV. ADDITIONAL LEAVES OF ABSENCE.

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

XV. INSURANCE

- A. Group Insurance. Employees of the City will be required to enroll for single coverage in the City's group medical insurance plan in conformity with and under the terms of an insurance plan adopted by the City, as permitted by ordinance. The City will provide a basic term life and accidental death plan. The City will also make available other bona fide benefit programs. Retired City employees and their eligible dependents may also be permitted to participate in the City's medical and dental plans under terms and conditions established by the City. The City shall cause the specific provisions of the group plan to be detailed and made available to the employees. The City will deduct from each payroll all monies necessary to fund employees' share of insurance coverage and make all payments necessary to fund the plan within budget limitations established by the City Council.

- B. The City will participate in the Nationwide Post Employment Health Plan, as adopted by the City by ordinance. Each year, the City will contribute \$24.30 per biweekly pay period into each employee's Nationwide Post Employment Health Plan account. For any year in which there are 27 pay periods, no such contribution will be made on the 27th pay period.

XVI. WORKERS' COMPENSATION

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

XVII. LONG TERM DISABILITY COMPENSATION

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

XVIII. TRANSITIONAL DUTY.

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

XIX. SEPARATION FROM SERVICE

- A. Social Security Adopted. Exception. The City hereby adopts the provisions of the Federal Social Security system and applies and extends the benefits of the old age and survivor's insurance of the Social Security Act to employees, unless determined otherwise by the Mayor or unless required by State or Federal law.
- B. Retirement Programs. The City hereby adopts the Utah State Retirement System for providing retirement pensions to employees covered by the plan. The City may permit or require the participation of employees in its retirement program(s) under terms and conditions established by the Mayor and consistent with state law.. Such programs may include:
 - 1. The Utah Firefighters Retirement System
 - 2. Deferred Compensation Programs
 - 3. Retirement Incentive Programs
- C. The ~~2007~~2008-2008-2009 fiscal year pension contribution rates for employees covered by this paragraph are shown in Appendix B.
- D. Layoffs. In the event of layoffs, the Salt Lake City Civil Service Commission Rules and Regulations shall apply.
 - 1. Employees who are subject to layoff because of lack of work or lack of funds shall be eligible to receive:

- a. One hundred percent of their accumulated unused sick leave hours, if covered under paragraph XI.D.E. (Plan "A"); or
- b. One hundred percent of their RL account if covered under paragraph XI.E.F (Plan "B").
- c. Accrued unused personal leave at 50% of the employees' base hourly rate, if covered under paragraph XI.E.F (Plan "B").

2. ~~Employees in appointed positions are not eligible for layoff benefits because they are "at will" employees.~~

E Separation From Employment Due to Resignations Or Otherwise

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

XX. RECOGNITION OF THE PROFESSIONAL EMPLOYEES COUNCIL

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

XXI. SENIORITY, PAY PREMIUMS, DIFFERENTIALS AND ALLOWANCES

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

XXII. AUTHORITY OF THE MAYOR

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

XXIII. APPROPRIATION OF FUNDS

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

APPENDIX A - 900 SERIES EMPLOYEES SALARY SCHEDULE
Bi-Weekly Rates
July 1 June 29, 2007 2008

GRADE 901 - FIRE CAPTAIN

Top Level	\$ 2,881.60
	\$ 2,959.20
Level 2	\$ 2,776.80
	\$ 2,852.00
Level 1	\$ 2,661.60
	\$ 2,733.60

GRADE 902 - FIRE BATTALION CHIEF

Top Level	\$ 3,376.00
	\$ 3,467.20
Level 2	\$ 3,264.00
	\$ 3,352.00
Level 1	\$ 3,153.60
	\$ 3,238.40

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

APPENDIX B

UTAH STATE RETIREMENT CONTRIBUTIONS FY ~~2007/2008~~ 2008-2009

UTAH STATE RETIREMENT SYSTEM	EMPLOYEE CONTRIBUTION	TOTAL EMPLOYEE CONTRIBUTION PAID BY CITY	TOTAL EMPLOYER CONTRIBUTION	GRAND TOTAL CONTRIBUTION
Firefighter Contributory Retirement System	9.3%9.68%	9.3%9.68%	0	9.3%9.68%

APPENDIX C - See Appointed Employees and Elected Officials Compensation Plan APPENDIX D for wording of this appendix, Salt Lake City Policy Manual, Family and Medical Leave Act Policy, 3.01.07

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

I. EFFECTIVE DATE

The provisions of this plan shall be effective commencing July 1, ~~2007~~2008.

II. EMPLOYEES COVERED BY THIS PLAN

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

III. WAGES AND SALARIES

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

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 5-22-08
By [Signature]

- b. As used in this Compensation Plan, non-exempt employees shall mean employees who are covered by the overtime provisions of the Act.
- 2. Effective July 1, ~~2007~~2008 to June 30, ~~2008~~2009, employees covered by this plan shall be paid compensation according to the salary schedule attached as APPENDIX "A."
- C. Effective July 1, ~~2007~~2008, employees classified as Sergeants and Lieutenants will be paid shift differentials as follows:
 - 1. Sergeants and Lieutenants whose shift begins from 0500 hours to 1159 hours, shall be paid in accordance with column "A" of the effective wage schedule (Appendix "A").
 - 2. Sergeants and lieutenants, whose shift begins from 1200 hours to 1859 hours, shall be paid in accordance with column "B" of the effective wage schedule (Appendix "A").
 - 3. Sergeants and lieutenants, whose shift begins from 1900 hours to 0459 hours, shall be paid in accordance with column "C" of the effective wage schedule (Appendix "A").
- D. The foregoing shall not restrict the Mayor from distributing appropriated monies to employees of the City in the form of retirement contributions; lump sum supplemental performance based or special supplemental payments to employees within per annum pay limitations; or classifying and advancing employees under rules established by the Mayor.

IV. LONGEVITY PAY

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

V. OVERTIME COMPENSATION

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

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

B. Compensation for Court and Other Appearance.

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

- b. The time the employee is released from the court or administrative proceeding appearance is noted on the subpoena and initialed by the prosecuting attorney or appropriate government representative;
 - c. A copy of the employee's subpoena complying herewith is delivered to their supervisor within seven (7) working days following the court or administrative proceeding appearance.
3. Compensation for preparation time shall be provided for more than one appearance per day, only if any additional appearance is scheduled to begin at least two (2) hours after the employee is released from any prior court or administrative proceeding appearance.
4. The prosecuting attorney or appropriate government representative shall have the right and the duty to refuse to initial the subpoena of any employee who through absence or neglect fails to appear in compliance with the terms of the subpoena. Any employee failing to appear in compliance with the terms of a formal notice or subpoena shall be subject to disciplinary action.

VI. EDUCATION, CAREER LADDER AND TRAINING PAY

- A. There shall be a career path incentive program based on the terms and conditions agreed to by the City. This program shall be funded for the term of this Compensation Plan.
- B. Police Captains and Lieutenants are eligible for a \$500 per year job-related training allowance, which is in addition to the allowances listed above in this Section VI.

VII. WAGE DIFFERENTIALS

Employees classified as Sergeants may receive the following wage differentials:

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

one-half times their hourly wage rate for actual hours worked, whichever is greater.

- B. Standby. Sergeants directed by their Division Commander or designee to keep themselves available for City service during otherwise off-duty hours shall receive the following compensation: a Sergeant will be compensated one (1) hour of straight time for each twenty-four (24) hours or significant portion thereof for being immediately available. This compensation shall be in addition to any callout pay or pay for time worked the employee may receive during the standby period.
- C. Extra-Duty Shifts.
 - 1. For the purposes of this Article VII.B., "extra-duty shifts" are defined as scheduled or unscheduled hours worked other than the sergeant's normally scheduled work shifts. "Extra-duty shifts" do not include extension or carry over of the sergeant's normally scheduled work shift.
 - 2. In the event sergeants are required by the City to work extra-duty shifts, time worked during each shift will be paid at one and one-half times the sergeant's hourly wage rate.

VIII. ALLOWANCES

- A. Business Expenses. City policy shall govern the authorization of employee advancement or reimbursement for actual expenses reasonably incurred in the performance of City business. Advancement or reimbursement shall be approved only for expenses documented and authorized in advance within budget limitations established by the City Council.
- B. Automobiles.
 - 1. The Mayor may authorize, under City policy, an employee to utilize a City vehicle on a take-home basis, and shall, as a condition of receipt, require said employee to reimburse the City for a portion of the take-home vehicle cost as provided in City ordinance.
 - 2. Employees who are authorized to use, and who do use, privately owned automobiles for official City business shall be reimbursed for the operation expenses of said automobiles at a rate as specified in City policy.
- C. Uniform Allowance.
 - 1. Employees in uniform assignments, as determined by their Division Commander, may purchase authorized uniform items up to \$450.00 per fiscal year.
 - 2. The CITY shall provide for the cleaning of uniforms as described in Police Department policy.
 - 3. Employees in plainclothes assignments, as determined by their Division Commander, shall be provided a clothing and cleaning allowance of \$ 39.00 per pay period.

4. In addition to the above uniform, clothing and cleaning allowances, employees shall be allowed one additional uniform consisting of a uniform pant, shirt, and tie. The cost of this additional uniform will be paid for by the Police Department.

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

IX. HOURS OF SERVICE

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

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

X. HOLIDAYS AND VACATION

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

A. Holidays

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

1. New Year's Day, the first day of January.
2. Martin Luther King Day, the third Monday of January.
3. President's Day, the third Monday in February.
4. Memorial Day, the last Monday of May.
5. Independence Day, the fourth day of July.
6. Pioneer Day, the twenty-fourth day of July.
7. Labor Day, the first Monday in September.
8. Veteran's Day, the eleventh day of November.

9. Thanksgiving Day, the fourth Thursday in November.
10. The Friday after Thanksgiving Day.
11. Christmas Day, the twenty-fifth day of December.
12. One personal holiday shall be taken upon request of the employee at the discretion of the supervisor.

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

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

B. Holiday Pay Upon Termination or Retirement

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

C. Vacations

1. Employees shall be entitled to receive their regular salaries during vacation periods earned and taken in accordance with the provisions in this paragraph.
2. The following schedule shall apply:

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

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

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

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

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

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

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

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

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

The City shall make a diligent effort to provide employees their earned annual vacation, and shall, through appropriate management efforts, seek to minimize the recommendations for cash payments in lieu of vacation

~~use. Any vacation purchased by the City shall be considered to be an extraordinary circumstance and not a fringe benefit of the employee.~~

XI. SICK AND OTHER RELATED LEAVE OR PERSONAL LEAVE.

- A. Benefits in this section continue income to employees during absence due to illness, accident or personal reasons. Some of these absences may qualify under the Family and Medical Leave Act (FMLA). This is a federal law that provides up to 12 weeks of unpaid leave each year, and protects jobs and health care benefits for eligible employees who need to be off work for certain "family and medical" reasons. APPENDIX C outlines the FMLA rights and obligations of the employee and the City. The City requires all employees using FMLA leave to exhaust their paid leave allotments for FMLA-qualifying events prior to taking FMLA leave unpaid. The paid leave parameters are defined in this Compensation Plan. Employees do not earn or receive leave benefits under this Section XI while on unpaid leave of absence. However, employees on an unpaid military leave of absence may be entitled to the restoration of such leave benefits, as provided by city ordinance.
- B. Full-Time employees shall receive benefits in this section either under a plan as provided in paragraph XI.F. (Plan "A"), or as provided in paragraph XI.G. (Plan "B").
- C. Employees hired on or after November 16, 1997 shall participate in Plan B. All other employees shall participate in the plan they participated in on November 15, 1998, except as provided in paragraphs XI.D. and XI.E.
- D. Employees hired on or after November 16, 1997 and who, after 1998 and before July 1, 2006, elected to change participation from Plan A to Plan B following promotion from the 500 Series to the 800 Series shall participate in Plan B.
- E. ~~Employees participating in Plan A, who were hired on or before November 16, 1997, shall participate in Plan B if they so elected may, during an any City-established election period beginning July 1, 2007 and ending September 30, 2007, choose to participate in Plan B effective November 4, 2007, occurring after 1998.~~
- F. Plan "A."
1. Sick Leave.
 - a. Sick leave shall be provided for employees under this Plan "A" as insurance against loss of income when an employee is unable to perform assigned duties because of illness or injury. The Mayor may establish rules governing the interfacing of sick leave and worker's compensation benefits and avoiding, to the extent allowable by law, duplicative payments.
 - b. Each employee shall accrue sick leave at a rate of 4.62 hours per pay period. For any plan year in which there are 27 pay periods, no sick leave hours will be awarded on the 27th pay period.

Unused sick leave may be accumulated from year to year subject to the limitations of this plan.

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

2. Hospitalization Leave

- a. Hospitalization leave shall be provided for Full-Time employees under this Plan "A," in addition to sick leave authorized hereunder, as insurance against loss of income when employees are unable to perform assigned duties because of scheduled surgical procedures, urgent medical treatment, or hospital in-patient admission.
- b. Employees shall be entitled to 30 days of hospitalization leave each calendar year. Hospitalization leave shall not accumulate from year to year. Employees may not convert hospitalization leave to vacation or any other leave, nor may they convert hospitalization leave to any additional benefit at time of retirement.
- c. Employees who are unable to perform their duties during a shift due to preparations (such as fasting, rest, or ingestion of medicine), for a scheduled surgical procedure, may report the absence from the affected shift as hospitalization leave, with the prior approval of their division head or supervisor.
- d. Employees who must receive urgent medical treatment at a hospital, emergency room, or acute care facility, and who are unable to perform their duties during a shift due to urgent medical

treatment, may report the absence from the affected shift as hospitalization leave. The employee is responsible to report the receipt of urgent medical treatment to the employee's Division head or supervisor as soon as practical. For purposes of use of Hospitalization Leave, urgent medical treatment includes at-home care directed by a physician immediately after the urgent medical treatment and within the affected shift.

- e. Employees who are admitted as an inpatient to a hospital for medical treatment, so they are unable to perform their duties, may report the absence from duty while in the hospital as hospitalization leave.
- f. Medical treatment consisting exclusively or primarily of post-injury rehabilitation or therapy treatment, whether conducted in a hospital or other medical facility, shall not be counted as hospitalization leave.
- g. An employee requesting hospitalization leave under this section may be required to provide verification of treatment or care from a competent medical practitioner.

3. Bereavement Leave

- a. ~~Under this Plan "A" time off with pay will be granted to an employee who suffers the loss of a wife, husband, child, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, step-grandfather, grandmother, step-grandmother, grandchild, or grandstepchild, stepchild, stepmother, stepfather, stepbrother or stepsister, grandfather-in-law, grandmother-in-law, or domestic partner, as defined in Paragraph b. below, or domestic partner's relative as if the domestic partner were the employee's spouse. In the event of death in any of these instances, the employee will be paid his or her regular base pay for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. The employee will be permitted one additional day of funeral leave on the day following the service if: such service is held more than 150 miles distance from Salt Lake City; the employee attends the service; and the day following the service is a regular work shift. Satisfactory proof of such death, together with the date thereof, the date and location of the funeral or memorial service, and the date of burial, must, on request, be furnished by the employee to his or her supervisor.~~
- b. ~~"Domestic Partner" means an individual with whom an eligible employee has a long term committed relationship of mutual caring and support. The domestic partner must have resided in the same household with the eligible employee for at least the past six consecutive months, and must have common financial obligations~~

with the employee. The domestic partner and the employee must be jointly responsible for each other's welfare. The domestic partner may not be related by blood to the employee to a degree of closeness that would prohibit legal marriage in the State of Utah. The domestic partner benefit provided under this bereavement benefit is not effective before February 23, 2006.

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

43. Dependent Leave.

- a. Under Plan "A," paid dependent leave may be requested by a Full-Time employee covered by this Compensation Plan for the following reasons:
 - 1. Becoming a parent through birth or adoption of a child or children.
 - 2. Placement of a foster child in the employee's home.
 - 3. Due to the care of the employee's child, spouse, spouse's child, ~~domestic partner~~adult designee (as defined in Paragraph e. below), ~~domestic partner's~~adult designee's unmarried child under age 26, or parent with a serious health condition.

~~Domestic partners~~Adult designees and ~~domestic adult designees~~ partners' children are not covered by FMLA.

- b. Under Plan "A," dependent leave may also be requested by a Full-Time employee to care for an employee's child, spouse, spouse's child, ~~domestic partner~~adult designee (as defined in Paragraph e. below), ~~domestic partner's~~adult designee's unmarried child under age 26, or a parent who is ill or injured but who does not have a serious health condition.

e. —“Domestic Partner” means an individual with whom an eligible employee has a long term committed relationship of mutual caring and support. The domestic partner must have resided in the same household with the eligible employee for at least the past six consecutive months, and must have common financial obligations with the employee. The domestic partner and the employee must be jointly responsible for each other’s welfare. The domestic partner may not be related by blood to the employee to a degree of closeness that would prohibit legal marriage in the State of Utah. The domestic partner benefit provided under this bereavement benefit is not effective before February 23, 2006.

dc. The following provisions apply to the use of dependent leave by a Full-Time employee.

- (1) Dependent leave may be granted with pay on a straight time basis.
- (2) If the employee has accumulated and available unused sick leave, the employee shall be entitled to use as dependent leave accumulated and available unused sick leave.
- (3) The employee shall give notice of the need to take dependent leave and the expected duration of such leave to to his or her supervisor as soon as possible under the circumstances.
- (4) The employee shall provide, upon request of the supervisor, certification of birth or evidence of a child placement for adoption, or a letter from the attending physician in the event of hospitalization, injury or illness of a child, spouse, spouse’s child, ~~domestic partner~~adult designee, ~~domestic partner’s~~adult designee’s child, or parent within five calendar days following termination of such leave.
- (5) An employee’s sick leave shall be reduced by the number of hours taken by an employee as dependent leave under this paragraph, provided, however, that up to 40 hours of dependent leave used during the calendar year will not affect the sick leave conversion options as outlined in paragraph XI. ~~DF~~.1.c.
- (6) Probationary employees are not eligible for dependent leave.

54. Career Incentive Leave, Plan “A.” Employees who have been in consecutive Full-Time employment with the City for more than 20 years, and who have accumulated to their credit 1500 or more sick leave hours, may make a one-time election to convert up to 160 hours of sick leave into 80 hours of paid Career Incentive Leave. Career Incentive Leave must be taken prior to retirement. Sick leave hours converted to Career Incentive Leave will not be eligible for a cash payout upon termination or retirement even though the employee has unused Career Incentive Leave hours available. This leave can be used for any reason. Requests for Career

Incentive Leave must be submitted in writing to the Chief of Police and be approved subject to the department's business needs (e.g., work schedules and workload).

65. Retirement Benefit, Plan "A."

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

G. Plan "B."

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

<u>Months of Consecutive City Service</u>	<u>Hours of Personal Leave Per Bi-Weekly Pay Period</u>
<u>Less than 6</u>	40

Less than 24	60
24 or more	80

Employees hired during the plan year will be provided paid personal leave on a pro-rated basis.

3. Not later than October 31st in each calendar year, employees covered by Plan "B" may elect, by notifying their Personnel/Payroll Administrator in writing, to do any of the following:
 - a. Convert any unused personal leave hours available at the end of the first pay period of November to a lump sum payment equal to the following: For each converted hour, the employee shall be paid 50 percent of the employee's hourly base wage rate in effect on date of conversion. In no event shall total pay hereunder exceed 40 hours pay, or
 - b. Carryover to the next calendar year up to 80 unused personal leave hours, or
 - c. Convert a portion of unused personal leave hours, to a lump sum payment as provided in subparagraph (a) above and carry over a portion as provided in subparagraph (b) above.
4. Maximum Accrual. A maximum of 80 hours of personal leave may be carried over to the next plan year. Any personal leave hours unused or converted before the end of the calendar year in excess of 80 shall be converted to a lump sum payment as provided in subparagraph 3.a above.
5. Termination Benefit. At termination of employment for any reason, accumulated unused personal leave hours, minus any adjustment necessary after calculating the "prorated amount," shall be paid to the employee at 50 percent of the hourly base wage rate on date of termination for each unused hour. For purposes of this paragraph XI.FG.5, "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 separation date) to 12 months. If the employee, at the time of separation, has used personal leave in excess of the prorated amount, the value of the excess amount shall be reimbursed to the City and may be deducted from the employee's paycheck.
6. Conditions on Use of Personal Leave are:
 - a. Minimum use of personal leave is one hour, with supervisory approval.
 - b. Except in unforeseen circumstances, such as emergencies or the employees' inability to work due to their illness or accident, the employees must provide their supervisors with prior notice to

allow time for the supervisors to make arrangements necessary to cover the employees' work.

- c. For leave due to unforeseen circumstances, the employees must give their supervisors as much prior notice as possible.

7. Bereavement Leave.

a. Under this Plan "B," time off with pay will be granted to an employee who suffers the loss of a wife, husband, child, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, step-grandfather, grandmother, step-grandmother, grandchild, or stepgrandchild, stepchild, stepmother, stepfather, stepbrother or stepsister, grandfather-in-law, grandmother-in-law, or domestic partner, as defined in Paragraph b. below, or domestic partner's relative as if the domestic partner were the employee's spouse. In the event of death in any of these instances, the employee will be paid his/her regular base pay for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. The employee will be permitted one additional day of funeral leave on the day following the funeral or memorial service if such service is held more than 150 miles distance from Salt Lake City and if the day following the service is a regular work shift. Satisfactory proof of such death, together with the date thereof, the date and location of the service, and the date of burial, must, on request, be furnished by the employees to their supervisors.

b. "Domestic Partner" means an individual with whom an eligible employee has a long term committed relationship of mutual caring and support. The domestic partner must have resided in the same household with the eligible employee for at least the past six consecutive months, and must have common financial obligations with the employee. The domestic partner and the employee must be jointly responsible for each other's welfare. The domestic partner may not be related by blood to the employee to a degree of closeness that would prohibit legal marriage in the State of Utah. The domestic partner benefit provided under this bereavement benefit is not effective before February 23, 2006.

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

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

- 87. Career Enhancement Leave, Plan "B." An employee covered under this Plan "B" is eligible, after 15 years of full-time service with the City, to be

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

98. Benefit Retirement/Layoff (RL) Benefit, Plan "B."

- a. Employees currently covered under Plan "B" who were hired before November 16, 1997, and who elected in 1997 to be covered under Plan "B," shall have a retirement/layoff account (hereinafter referred to as an "RL" account) equal to sixty percent of their accumulated unused sick leave hours available on November 16, 1997, minus any hours withdrawn from that account since it was established.
- b. Full-Time employees who were hired before November 16, 1997 and who elected in 1998 or after 1998 but before July 1, 2006 to change participation from Plan A to Plan B, shall have an RL account equal to fifty percent of their accumulated unused sick leave hours available on the first day of the Plan B plan year following the election, minus any hours withdrawn after the account is established.
- c. Full-Time employees who were hired before November 16, 1997 and who elected in 2007 or later to be covered under Plan "B," shall have a retirement /layoff (RL) account equal to forty percent of their accumulated unused sick leave hours available on November 4, 2007 the date that Plan B participation began, minus any hours withdrawn after the account is established.
- d. Payment of the RL Account.
 - (1) All of the hours in the RL account shall be payable at retirement or layoff as follows: The employee shall be paid the employee's hourly rate of pay on date of termination or layoff for each hour in the employee's RL account.
 - (2) In the case of retirement only, in lieu of the above, employees may elect in writing to convert the RL account payment as provided herein to hospital and surgical pay for health insurance premiums, coverage. Such payment shall be subject to any state and federal income and social security tax withholding required by law. An employee's available RL account balance, computed by the hours therein times the salary rate at the effective date of employment separation, determines the number of months of medical and surgical coverage that may be purchased. The purchase is made on a monthly basis, which shall be

computed on a monthly basis of charges against the account balance. If insurance costs increase due to group experience, the number of months of coverage will decrease.

- e. Hours may be withdrawn from the RL account for emergencies after personal leave hours are exhausted, and with approval of the employee's supervisor. RL account hours may also be used as a supplement to Workers' Compensation benefits which, when added to the employees' Workers' Compensation benefits, equals the employee's regular net salary. The employee must make an election in writing to the Chief of Police or designee to use RL account hours as to supplement Workers' Compensation benefits.

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

H. Bereavement Leave – Plans A and B

1. Time off with pay will be granted to an employee who suffers the loss of a wife, husband, child, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, step-grandfather, grandmother, step-grandmother, grandchild, or step grandchild, stepchild, stepmother, stepfather, stepbrother or stepsister, grandfather-in-law, grandmother-in-law, or adult designee, as defined in Paragraph I. below, or adult designee's relative as if the adult designee were the employee's spouse. In the event of death in any of these instances, the employee will be paid his/her regular base pay for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. The employee will be permitted one additional day of funeral leave on the day following the funeral or memorial service if: such service is held more than 150 miles distance from Salt Lake City; the employee attends the service; and the day following the service is a regular work shift.
2. In the event of death of relatives other than those enumerated in paragraph 1. above, an employee shall be paid for time off from scheduled working hours while attending the memorial services for such person, not to exceed one work shift.
3. In the event of death of friends, an employee may be allowed to use vacation or personal leave for time off to attend the funeral or memorial service for such person, subject to the approval of his/her immediate supervisor.
4. In the event of death of any member of the immediate family, as set forth in subsection 1 of this Article, occurs while an employee is on vacation,

his or her vacation shall be extended by the amount of time authorized as bereavement leave under said subsection.

- I. “Adult Designee” means an individual with whom an eligible employee has a long term committed relationship of mutual caring and support. The adult designee must have resided in the same household with the eligible employee for at least the past six consecutive months, and must have common financial obligations with the employee. The adult designee and the employee must be jointly responsible for each other’s welfare.

XII. MILITARY LEAVE AND JURY DUTY

- A. Leave of absence for employees who enter uniformed service. An employee who enters the service of a uniformed services of the United States, including the United States Army, United States Navy, United States Marine Corps, United States Air Force, commissioned Corps of the National Oceanic and Atmospheric Administration, United States Coast Guard, or the commissioned corps of the Public Health Service, shall be entitled to be absent from his or her duties and service from the City without pay as required by state and federal law. Said leave shall be granted for no more than five cumulative years, consistent with the federal Uniform Services Employment and Reemployment Rights Act (USERRA).
- B. Leave while on duty with the armed forces or Utah National Guard. Employees covered by this Plan who are or who shall become members of the reserves of a federal armed forces, including United States Army, United States Navy, United States Marine Corps, United States Air Force, and the United States Coast Guard, or any unit of the Utah National Guard, shall be allowed full pay for all time not in excess of 11 working days per calendar year spent on duty with such agencies. This leave shall be in addition to the annual vacation leave with pay. To qualify, employees claiming the benefit under this provision shall provide documentation to the City demonstrating duty with such agencies. To qualify, duty herein need not be consecutive days of service.
- C. Leave for Jury Duty. Employees shall be entitled to receive and retain statutory juror's fees paid for jury service in the State and Federal Courts subject to the conditions hereinafter set forth. No reduction in an employee's salary or regular wages shall be made for absence from work resulting from such jury service. On those days that an employee is required to report for jury service and is thereafter excused from such service during his or her regular working hours from the City, he or she shall forthwith return to and carry on his or her regular City employment. Employees who fail to return to work after being excused from jury duty for the day shall be subject to discipline.

XIII. INJURY LEAVE

- A. Injury Leave. The City shall establish rules governing the administration of an injury leave program for employees under the following qualifications and restrictions:
1. The disability must have resulted from an injury arising out of the discharge of official duties and/or while exercising some form of necessary job related activity as determined by the City;

2. The employee must be unable to return to work due to the injury as verified by a medical provider acceptable to the City;
3. The leave benefit shall not exceed the value of the employee's net salary during the period of absence due to the injury, less all amounts paid or credited to the employee as Workers' Compensation, Social Security, long term disability or retirement benefits, or any form of governmental relief whatsoever;
4. The aggregate value of benefits provided to employees under this injury leave program shall not exceed the total of \$5,000 per employee per injury; unless approved in writing by the Mayor for extraordinary reasons or circumstances;
5. The City's Risk Manager shall be principally responsible for the review of injury leave claims provided that appeals from the decision of the City's Risk Manager may be reviewed by the Chief Administrative Officer who may make recommendations to the Mayor for final decisions;
6. If an employee is eligible for Workers' Compensation as provided by law; and is not receiving injury leave pursuant to this provision, said employee may elect in writing to the Chief of Police or designee to use either accumulated sick leave or hours from the RL account, if applicable and authorized vacation time to supplement Workers' Compensation so that the employee is receiving the employee's regular net salary.

XIV. ADDITIONAL LEAVES OF ABSENCE.

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

XV. INSURANCE

- A. Group Insurance. Employees of the City will be required to enroll for single coverage in the City's group medical insurance plan in conformity with and under the terms of an insurance plan adopted by the City, as permitted by ordinance. The City will provide a basic term life and accidental death plan. The City will also make available other bona fide benefit programs. Retired City employees, and their eligible dependents may also be permitted to participate in the City's medical and dental plans under terms and conditions established by the City. The City shall cause the specific provisions of the group plan to be detailed and made available to the employees. The City will deduct from each payroll all monies necessary to fund employees' share of insurance coverage and make all payments necessary to fund the plan within budget limitations established by the City Council.
- B. The City will participate in the Nationwide Post Employment Health Plan, as adopted by the City by ordinance. Each year, the City will contribute \$24.30 per biweekly pay period into each employee's Nationwide Post Employment Health Plan account. For any year in which there are 27 pay periods, no such contribution will be made on the 27th pay period.

XVI. WORKERS' COMPENSATION

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

XVII. LONG TERM DISABILITY COMPENSATION

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

XVIII. TRANSITIONAL DUTY.

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

XIX. SEPARATION FROM SERVICE

- A. Social Security Adopted. Exception. Employees shall be exempted from the provisions of the Federal Social Security System unless determined otherwise by the City or unless required by State or Federal law.
- B. Retirement Programs. The City hereby adopts the Utah State Retirement System for providing retirement pensions to employees covered by the plan. The City may permit or require the participation of employees in its retirement program(s) under terms and conditions established by the Mayor and consistent with state law.. Such programs may include:
 1. The Utah Public Safety Retirement System (Contributory and Non-Contributory)
 2. Deferred Compensation Programs
 3. Retirement Incentive Programs
- C. The ~~2007~~2008-2008-2009 fiscal year retirement contribution rates for employees covered by this paragraph are shown in Appendix B.
- D. Layoffs.
 1. Employees who are subject to layoff because of lack of work or lack of funds shall be eligible to receive:
 - a. One hundred percent of their accumulated unused sick leave hours, if covered under paragraph XI.HF. (Plan "A"); or
 - b. One hundred percent of their RL account if covered under paragraph XI.FG (Plan "B").
 - c. Accrued unused personal leave at 50% of the employees' base hourly rate, if covered under paragraph XI.FG (Plan "B").
- E. Separation From Employment Due to Resignations Or Otherwise

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

XX. RECOGNITION OF THE PROFESSIONAL EMPLOYEES COUNCIL

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

XXI. AUTHORITY OF THE MAYOR

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

XXII. APPROPRIATION OF FUNDS

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

APPENDIX A - SALARY SCHEDULE FOR 800 SERIES EMPLOYEES
Bi-Weekly Rates
July 1 June 29, 2007 2008

SERGEANT	A Days	B Swing	C Graves
Level 813	\$2,612.00	\$2,677.60	\$2,742.40
	\$2,682.40	\$2,749.46	\$2,816.52
Level 812	\$2,488.00	\$2,550.40	\$2,612.80
	\$2,555.20	\$2,619.08	\$2,682.96
LIEUTENANT	A Days	B Swing	C Graves
Level 822	\$3,072.80	\$3,149.60	\$3,226.40
	\$3,156.00	\$3,234.90	\$3,313.80
Level 821	\$2,926.40	\$2,999.20	\$3,072.80
	\$3,005.60	\$3,080.74	\$3,155.88
CAPTAIN			
Level 830	\$3,476.00		
	\$3,569.60		
Level 829	\$3,310.40		
	\$3,400.00		

Change in pay level assignment depends on approval of Police Chief

APPENDIX B

UTAH STATE RETIREMENT CONTRIBUTIONS FY ~~2007-2008~~2008-2009

<u>UTAH STATE RETIREMENT SYSTEM</u>	<u>EMPLOYEE CONTRIBUTION</u>	<u>TOTAL EMPLOYEE CONTRIBUTION PAID BY CITY</u>	<u>TOTAL EMPLOYER CONTRIBUTION</u>	<u>GRAND TOTAL CONTRIBUTION</u>
Public Safety Contributory Retirement System Police Officers	4.34%	9.40%	22.99%	36.73%
Public Safety Contributory Retirement System 800 Series	1.84%	11.90%	22.99%	36.73%
Public Safety Contributory Retirement System Executives	0	13.74%	22.99%	36.73%
Public Safety Noncontributory Retirement System	0	0	35.71%	35.71%

APPENDIX C – See Appointed Employees and Elected Officials Compensation Plan APPENDIX D for wording of this appendix, *Salt Lake City Policy Manual, Family and Medical leave Act Policy, 3.01.07*

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

I. EFFECTIVE DATE

The provisions of this plan shall be effective commencing July 1, ~~2007~~2008.

II. EMPLOYEES COVERED BY THIS PLAN

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

III. WAGES AND SALARIES

A. Determination

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

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 5-22-08
By [Signature]

B. Schedules

1. Employees shall, for purposes of this compensation plan and its wage schedules, be referred to as either "Exempt Professional" (600 Series) employees or "Non-Exempt Professional" (300 Series) employees.
 - a. As used in this Compensation Plan, "Exempt Professional" employees shall mean Professional employees who are defined by §213 of the Fair Labor Standards Act (the "Act") as exempt from the Act's overtime provisions.
 - b. As used in this Compensation Plan, "Non-Exempt Professional" employees shall mean Professional employees who are covered by the overtime provisions of the Act.
2. Effective ~~July 1~~ June 29, 2007 ~~2008~~, Full-Time "600 Series" Exempt Professional employees shall be paid compensation according to the wage schedule attached as Appendix "A."
3. Effective ~~July 1~~ June 29, 2007 ~~2008~~, Full-Time "300 Series" Non-Exempt Professional employees shall be paid compensation according to the salary schedule attached as Appendix "B."

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

IV. LONGEVITY PAY

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

V. OVERTIME COMPENSATION

A. Payment of Overtime Compensation To Non-Exempt Employees. Non-exempt "300 Series" employees who are authorized and required by their supervisors to perform City work on an overtime basis as defined by the Fair Labor Standards Act shall be compensated by pay or compensatory time off. Only In addition to hours actually worked, all hours paid pursuant to Paragraph X(A) shall be used in the calculation of overtime. It shall be at the discretion of the Department Director, subject to the limitations of the Fair Labor Standards Act and City policy, to determine whether an employee receives cash payment or compensatory time off. No employee shall be allowed to accrue more than 80 hours of compensatory time. The City may, at its sole discretion, pay an employee for any or all accrued compensatory hours. All overtime work must be pre-authorized. In no case shall overtime compensation exceed the rate of 1-1/2 times an employee's regular hourly rate of pay.

B. Labor Costs—Declared Emergency. The City may pay exempt "600 Series" employees overtime pay for any hours worked over forty (40) hours in a workweek at a rate of 1-1/2 times their regular hourly rates of pay. The City shall only make such payment when all of the following conditions occur:

1. The Mayor or the City Council, pursuant to Salt Lake City Ordinance 2.04.030, or its successor provisions, has issued a Proclamation of Local Emergency; and
2. Exempt employees are required to work over forty (40) hours for one workweek during the Emergency period; and
3. Funds are available. The City shall determine if funds are available and obtain prior approval from the Mayor to use available funds to cover the overtime payments.

The City shall distribute any overtime payments consistently with a pre-defined standard that treats all employees equitably. Hours worked under a declared Emergency must be paid hours and cannot be accrued as compensatory time.

VI. EDUCATION AND TRAINING PAY

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

VII. WAGE DIFFERENTIALS

A. Call-back and Standby. Full-Time "300 Series" employees may receive call-back and standby compensation based on Department Director approval and the following guidelines:

1. Employees who have been released from normally scheduled work and standby periods, and who return to their normal work site upon direction of an appropriate department head or designated representative prior to their next normal duty shift and without advanced notice or scheduling, shall receive a minimum of three (3) hours straight-time pay and in addition shall be guaranteed a minimum four (4) hours work or straight-time pay thereof.
2. Employees who have been released from normally scheduled work but have not been released from standby status and who return to their normal work site upon direction of an appropriate department head or designated representative prior to

their next normal duty shift and without advanced notice or scheduling, shall be guaranteed a minimum four (4) hours work or straight-time pay thereof.

3. Full-Time "300 Series" employees may be eligible for: (1) 2 hours of straight time pay for each 24 hour period of limited standby status; or (2) 2 hours straight time pay for each 12-hour period of limited standby status if they are Department of Airports or Public Utilities Department employees.

Any employee on standby as a member of the Snow Fighter Corps shall not receive standby/on-call pay or shift differential when on standby or called back to fight snow.

- B. Shift Allowance. Full-Time "600 Series" employees who work a regularly scheduled swing shift or night shift during a month will receive an ~~monthly~~ allowance of ~~\$150.00~~69.60 per pay period. See paragraph D. below. Exception: The ~~monthly~~ allowance for Full-Time "600 Series" employees will be ~~\$200~~92.00 per pay period if the assigned shift begins between midnight and 5:59 a.m.
- C. Shift Differential. Full-Time "300 Series" employees who work a regularly scheduled swing shift or night shift will receive a differential of \$.85 an hour. See paragraph D below. Exception: The monthly allowance for Full-Time "300 Series" employees will be \$1.15 an hour if the assigned shift begins between midnight and 5:59 a.m.
- D. For purposes of paragraphs B. and C. above, a regularly scheduled swing shift or night shift means a regularly scheduled shift that starts between 12:00 noon and 5:59 a.m. However, if an employee requests a start time falling within this period that is not the regular start time otherwise designated by the City, and the granting of such request will not compromise the City's needs, then the request may be granted without shift differential. The request must be in writing and signed by the employee.
- E. Acting/Working out of Classification. From time to time, employees may be asked to temporarily assume some or all of the duties of a supervisor or other team member in that person's absence. Employees who feel that they are asked to perform the duties of a position in a higher classification, should discuss the matter with the person to whom they report during the temporary assignment. With guidance from the department head, said person will decide—on the basis of how much responsibility is assumed and the length of the temporary assignment—whether additional compensation is warranted. Where the department and the employee disagree on the decision, and provided the temporary assignment lasts for at least 20 working days, the employee may request a review by the Division of Human Resource Management. Compensation adjustments made under this paragraph VII.D. may be retroactive.
- F. Snowfighter Pay for Full-Time "300 Series" Employees Designated by the City. Full-Time "300 Series" employees designated by the City as members of the Snow Fighter Corps shall receive a pay differential equal to \$150 per pay period for the snowfighter season (~~November 4~~October 19, 2006-2008 to ~~February 23~~March 7, 20072009), not to exceed ~~\$1,200~~1,500 during each fiscal year of this compensation plan. Such pay differential shall be for work related to snow removal and shall be separate from regular earnings on each employee's wage statement. Employees who are qualified to operate snow-removal equipment shall be assigned to the Snowfighter Corps by department seniority on a volunteer basis. If the City does not

have enough volunteers to staff a snowfighter crew, as determined by the supervisor or department head, employees shall be assigned on a department seniority basis with the junior employees assigned first.

Provided, however, that any employee otherwise qualified for the allowance, who is absent from normal scheduled work more than 5 working days in a pay period, shall be ineligible to receive the allowance for that pay period. Vacation and compensatory time shall not be considered as absent work days for purposes of determining eligibility for the allowance described in this article VII. F.

VIII. ALLOWANCES

- A. Meal Allowance. Employees shall be eligible for meal allowances in the amount of ~~\$8.00~~10.00 when said employees work 2 or more hours consecutive to their normally scheduled shift, as pre-approved by their supervisor. Said employees may also receive ~~\$8.00~~10.00 for each additional 4 hour consecutive period of work which is in addition to the normally scheduled work shift, as preapproved by their supervisor.
- B. Business Expenses. City policy shall govern the authorization of employee advancement or reimbursement for actual expenses reasonably incurred in the performance of City business. Advancement or reimbursement shall be approved only for expenses documented and authorized in advance within budget limitations established by the City Council.
- C. Automobiles
1. The Mayor may authorize, subject to the conditions provided in City policy, an employee to utilize a City vehicle on a take-home basis, and may require said employee to reimburse the City for a portion of the take-home vehicle cost as provided in City ordinance.
 2. Employees who are authorized to use, and who do use, privately owned automobiles for official City business shall be reimbursed for the operation expenses of said automobiles at the rate specified in City policy.
- D. Uniform Allowance. Employees shall be provided the following monthly uniform allowances when required to wear uniforms in the performance of their duties:
1. Airport Police supervisory employees—\$75.00
 2. Field Supervisor (Parking Enforcement)—\$65.00
 3. Non-sworn Police and Fire Department employees—\$65.00
 4. Watershed Management Division Personnel—\$65.00
 5. Uniform allowances are provided if the employees maintain their uniforms in reasonably good, clean, neat and pressed condition. Uniforms shall have proper identification and insignias and shall not be frayed or unsightly. Uniforms shall be in compliance with applicable department regulations. Failure to maintain the uniform in accordance with the above shall be grounds for forfeiture of uniform allowances provided in this paragraph VIII.D.

- E. Allowances for Certified Golf Teaching Professionals. The Mayor may, within budgeted appropriations and as business needs and market surveys indicate, authorize golf lesson revenue sharing between the City and employees recognized as Certified Golf Teaching Professionals as defined in the Golf Division's Golf Lesson Revenue Policy. Such individuals may be salaried or seasonal employees. Payment to an employee for lesson revenue generated shall be reduced by 1) a 10 percent administrative fee to be retained by the Golf Division, and 2) the employee's payroll tax withholding requirements in accordance with federal and state law.

IX. HOURS OF SERVICE – 300 SERIES EMPLOYEES

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

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

- B. Rest Periods. Employees shall be entitled to a 15 minute rest period during each 4-hour working period, which time shall be included within the work shift, except where extraordinary circumstances render such break impracticable. A reasonable effort shall be made to provide such breaks near the middle of each 4-hour work period; provided, however, there shall be no additional compensation paid to employees electing or required to forego such rest period. Rest periods provided herein shall be counted as time worked for purposes of computing overtime compensation.
- C. Meal Period. Employees shall be granted a lunch period not to exceed sixty (60) minutes during each work shift; provided, however, said lunch period shall be scheduled in accordance with the operational needs of the department as determined by the shift supervisor. An employee shall not be compensated for such periods unless the employee is required by the supervisor to be on the work site, or perform any work during such time. In lieu of payment, the employee may, with the consent of the supervisor, end the work shift early by the same number of minutes worked into the lunch break. A lunch period where the employee performs no work shall not be counted as time worked for purposes of computing overtime compensation.

X. HOLIDAYS AND VACATION

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

A. Holidays

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

B. Vacations

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

2. For Full-Time employees, the following schedule shall apply:

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

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

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

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

Up to and including 9 years	Up to 30 days (240 hours)
After 9 years	Up to 35 days (280 hours)
After 14 years	Up to 40 days (320 hours)

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

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

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

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

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

- b. — There is a demonstrated need for the City to retain the services of the employee for said vacation time;
- c. — There are sufficient funds in the Department budget to pay for the vacation time as certified by the Chief Administrative Officer or designee, without disturbing or interfering with the delivery of City services; and
- d. — The amount to be paid for any such purchase of vacation time as provided herein shall be based on the wage or salary rate of the said employee at the date of approval by the City.

The City shall make a diligent effort to provide employees their earned annual vacation, and shall, through appropriate management efforts, seek to minimize the recommendations for cash payments in lieu of vacation use. Any vacation purchased by the City shall be considered to be an extraordinary circumstance and not a fringe benefit of the employee.

- 4. Vacation Allowance: The Mayor or the City Council may, as a recruiting incentive, provide an allowance of up to 120 hours of vacation leave, if it would be in the City's best interest to do so.

XI. SICK AND OTHER RELATED LEAVE OR PERSONAL LEAVE

- A. Benefits in this section are for the purpose of continuing income to employees during absence due to illness, accident or personal reasons. Some of these absences may qualify under the Family and Medical Leave Act (FMLA). This is a federal law that provides up to 12 weeks of unpaid leave each year and protects jobs and health care benefits for eligible employees who need to be off work for certain “family and medical” reasons. APPENDIX D outlines the FMLA rights and obligations of the employee and the City. The City requires all employees using FMLA leave to exhaust their paid leave allotments for FMLA-qualifying events prior to taking FMLA leave unpaid. The paid leave parameters are defined in this Compensation Plan. Employees do not earn or receive leave benefits under this Section XI. while on unpaid leave of absence. However, employees on an unpaid military leave of absence may be entitled to the restoration of such leave benefits, as provided by city ordinance.
- B. Full-Time employees shall receive benefits in this section either under a plan as provided in paragraph XI.E. (Plan “A”), or as provided in paragraph XI.F. (Plan “B”).
- C. Employees hired on or after November 16, 1997 shall participate in Plan B. All other employees shall participate in the plan they participated in on November 15, 1998, except as provided in paragraph XI.D.
- D. Employees who were hired on or before November 16, 1997, shall participate in Plan B if they so elected during any City-established election period occurring after 1998. Employees participating in Plan A, who were hired on or before November 16, 1997, may, during an election period beginning July 1, 2007 and ending September 30, 2007, choose to participate in Plan B effective November 4, 2007.
- E. Plan “A”

1. Sick Leave

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

2. Hospitalization Leave

- a. Hospitalization leave shall be provided for Full-Time employees under this Plan "A," in addition to sick leave authorized hereunder, as insurance against loss of income when employees are unable to perform assigned duties because of scheduled surgical procedures, urgent medical treatment, or hospital inpatient admission.
- b. Employees shall be entitled to 30 days of hospitalization leave each calendar year. Hospitalization leave shall not accumulate from year to year. Employees may not convert hospitalization leave to vacation or any other leave, nor may they convert hospitalization leave to any additional benefit at time of retirement.

- c. Employees who are unable to perform their duties during a shift due to preparations (such as fasting, rest, or ingestion of medicine), for a scheduled surgical procedure, may report the absence from the affected shift as hospitalization leave, with the prior approval of their division head or supervisor.
- d. Employees who must receive urgent medical treatment at a hospital, emergency room, or acute care facility, and who are unable to perform their duties during a shift due to urgent medical treatment, may report the absence from the affected shift as hospitalization leave. The employee is responsible to report the receipt of urgent medical treatment to the employee's Division head or supervisor as soon as practical. For purposes of use of hospitalization ~~Leave~~leave, urgent medical treatment includes at-home care directed by a physician immediately after the urgent medical treatment and within the affected shift.
- e. Employees who are admitted as an inpatient to a hospital for medical treatment, so they are unable to perform their duties, may report the absence from duty while in the hospital as hospitalization leave.
- f. Medical treatment consisting exclusively or primarily of post-injury rehabilitation or therapy treatment, whether conducted in a hospital or other medical facility, shall not be counted as hospitalization leave.
- g. An employee requesting hospitalization leave under this section may be required to provide verification of treatment or care from a competent medical practitioner.

3. Bereavement Leave

- a. ~~Under this Plan "A" time off with pay will be granted to a Full-Time employee who suffers the loss of a wife, husband, child, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, step-grandfather, grandmother, step-grandmother, grandchild, or stepgrandchild, stepchild, stepmother, stepfather, stepbrother or stepsister, grandfather-in-law, grandmother-in-law, or domestic partner, as defined in Paragraph b. below, or domestic partner's relative as if the domestic partner were the employee's spouse. In the event of death in any of these instances, the employee will be paid his or her regular base pay for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. The employee will be permitted one additional day of funeral or memorial service leave on the day following the service if: such service is held more than 150 miles distance from Salt Lake City; the employee attends the service; and the day following the service is a regular work shift. Satisfactory proof of such death, together with the date thereof, the date and location of the service, and the date of burial, must, on request, be furnished by the employee to his or her supervisor.~~
- b. ~~"Domestic Partner" means an individual with whom an eligible employee has a long-term committed relationship of mutual caring and support. The domestic partner must have resided in the same household with the eligible employee for at least the past six consecutive months, and must have~~

common financial obligations with the employee. The domestic partner and the employee must be jointly responsible for each other's welfare. The domestic partner may not be related by blood to the employee to a degree of closeness that would prohibit legal marriage in the State of Utah. The domestic partner benefit provided under this bereavement benefit is not effective before February 23, 2006.

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

43. Dependent Leave

- a. Under Plan "A," dependent leave may be requested by a Full-Time employee covered by this Compensation Plan for the following reasons:
 - 1). Becoming a parent through birth or adoption of a child or children.
 - 2). Placement of a foster child in the employee's home.
 - 3). Due to the care of the employee's child, spouse, spouse's child, ~~domestic partner~~adult designee (as defined in Paragraph eH. below), ~~domestic partner's~~adult designee's unmarried child under age 26, or parent with a serious health condition.

~~Domestic partners~~Adult designees and ~~domestic partners'~~adult designee's children are not covered by FMLA.

- b. Under Plan "A," dependent leave may also be requested by a Full-Time employee to care for an employee's child, spouse, spouse's child, ~~domestic partner~~adult designee (as defined in Paragraph eH. below), ~~domestic partner's~~adult designee's unmarried child under age 26, or a parent who is ill or injured but who does not have a serious health condition.
- e. "Domestic Partner" means an individual with whom an eligible employee has a long-term committed relationship of mutual caring and support. The domestic partner must have resided in the same household with the eligible employee for at least the past six consecutive months, and must have common financial obligations with the employee. The domestic partner and the employee must be jointly responsible for each other's welfare. The

domestic partner may not be related by blood to the employee to a degree of closeness that would prohibit legal marriage in the State of Utah. The domestic partner benefit provided under this dependent leave benefit is not effective before February 23, 2006.

dc. The following provisions apply to the use of dependent leave by a Full-Time employee:

- 1). Dependent leave may be granted with pay on a straight time basis.
- 2). If the employee has available unused sick leave, the employee shall be entitled to use as dependent leave such unused sick leave.
- 3). The employee shall give notice of the need to take dependent leave and the expected duration of such leave to to his or her supervisor as soon as possible under the circumstances.
- 4). The employee shall provide, upon request of the supervisor, certification of birth or evidence of a child placement for adoption, or a letter from the attending physician in the event of hospitalization, injury or illness of a child, spouse, spouse's child, ~~domestic partner~~ adult designee, ~~domestic partner's~~ adult designee's child, or parent within five calendar days following termination of such leave.
- 5). An employee's sick leave shall be reduced by the number of hours taken by an employee as dependent leave under this paragraph provided, however, that up to 40 hours of dependent leave used during the calendar year will not affect the sick leave conversion options as outlined in paragraph XI.~~DE~~.1.c.
- 6). Probationary employees are not eligible for dependent leave.

54. Career Incentive Leave, Plan "A." Full-Time employees, who have been in continuous Full-Time employment with the City for more than 20 years, and who have accumulated to their credit 1500 or more sick leave hours, may make a one-time election to convert up to 160 hours of sick leave into 80 hours of paid Career Incentive Leave. Career Incentive Leave must be taken prior to retirement. Sick leave hours converted to Career Incentive Leave will not be eligible for a cash payout upon termination or retirement even though the employee has unused Career Incentive Leave hours available. This leave can be used for any reason. Requests for Career Incentive Leave must be submitted in writing to the Department Director and be approved subject to the department's business needs (e.g., work schedules and workloads).

65. Retirement Benefit, Plan "A."

- a. Persons who retire under the eligibility requirements of the Utah State Retirement System will be paid in cash at their then current pay scale, a sum equal to their daily rate of pay for 25% of the accumulated sick leave days reserved for the benefit of said employee at the date of the employee's retirement.
- b. In lieu of the above, Full-Time employees may elect to convert the sick leave privilege provided above to hospital and surgical coverage ~~pay for~~

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

F. Plan "B"

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

<u>Months of Consecutive City Service</u>	<u>Hours of Personal Leave</u>
Less than 6	40
Less than 24	60
24 or more	80

Employees hired during the plan year will be provided paid personal leave on a pro-rated basis.

3. Not later than October 31st in each calendar year, employees covered by Plan "B" may elect, by notifying their Personnel/Payroll Administrator in writing, to:
 - a. Convert any unused personal leave hours available at the end of the first pay period of November to a lump sum payment equal to the following: For each converted hour, the employee shall be paid 50 percent of the employee's hourly base wage rate in effect on date of conversion. In no event shall total pay hereunder exceed 40 hours of pay, or

- b. Carryover to the next calendar year up to 80 unused personal leave hours, or
 - c. Convert a portion of unused personal leave hours, to a lump sum payment as provided in subparagraph (a) above and carry over a portion as provided in subparagraph (b) above.
4. Maximum Accrual. A maximum of 80 hours of personal leave may be carried over to the next plan year. Any personal leave hours unused at the end of the plan year in excess of 80 shall be converted to a lump sum payment as provided in subparagraph 3.a above.
5. Termination Benefits. At termination of employment for any reason, accumulated unused personal leave hours, minus any adjustment necessary after calculating the "prorated amount," shall be paid to the employee at 50 percent of the hourly base wage rate on date of termination for each unused hour. For purposes of this paragraph XI.EF.5, "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 separation date) to 12 months. If the employee, at the time of separation, has used personal leave in excess of the prorated amount, the value of the excess amount shall be reimbursed to the City and may be deducted from the employee's paycheck.
6. Conditions on Use of Personal Leave are:
- a. Minimum use of personal leave is one hour, with supervisory approval.
 - b. Except in unforeseen circumstances, such as emergencies or the employees' inability to work due to their illness or accident, or an unforeseen FMLA-qualifying event, the employees must provide their supervisors with prior notice to allow time for the supervisors to make arrangements necessary to cover the employees' work.
 - c. For leave due to unforeseen circumstances, the employees must give their supervisors as much prior notice as possible.

7. Bereavement Leave

- a. ~~Under this Plan "B," time off with pay will be granted to a Full-Time employee who suffers the loss of a wife, husband, child, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, step-grandfather, grandmother, step-grandmother, grandchild, or stepgrandchild, stepchild, stepmother, stepfather, stepbrother, stepsister, grandfather-in-law, grandmother-in-law, or domestic partner, as defined in Paragraph b. below, or domestic partner's relative as if the domestic partner were the employee's spouse. In the event of death in any of these instances, the employee will be paid his/her regular base pay for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. The employee will be permitted one additional day of funeral or memorial service leave on the day following the service if: such service is held more than 150 miles distance from Salt Lake City; the employee attends the service; and the day following the service is a regular work shift.~~

Satisfactory proof of such death, together with the date thereof, the date and location of the service, and the date of burial, must, on request, be furnished by the employee to his or her supervisor.

- b. —“Domestic Partner” means an individual with whom an eligible employee has a long-term committed relationship of mutual caring and support. The domestic partner must have resided in the same household with the eligible employee for at least the past six consecutive months, and must have common financial obligations with the employee. The domestic partner and the employee must be jointly responsible for each other’s welfare. The domestic partner may not be related by blood to the employee to a degree of closeness that would prohibit legal marriage in the State of Utah. The domestic partner benefit provided under this bereavement leave benefit is not effective before February 23, 2006.
- c. —In the event of death of an uncle, aunt, niece, nephew, or first cousin to the respective employee, said employee shall be allowed to use personal leave or vacation for time off from scheduled working hours to attend the funeral or memorial service for such person.
- d. —In the event of death of friends or relatives not listed above, an employee may be allowed to use personal leave or vacation for time off to attend the funeral or memorial service for such person, subject to the approval of his or her supervisor.

87. Career Enhancement Leave, Plan “B.” A Full-Time employee covered under this Plan “B” is eligible, after 15 years of full time service with the City, to be selected to receive up to two weeks of career enhancement leave. This one-time leave benefit could be used for formal training, informal course of study, job-related travel, internship, mentoring or other activity which could be of benefit to the City and the employee’s career development. Selected employees shall receive their full regular salary during the leave. Request for this leave must be submitted in writing to the appropriate department head, stating the purpose of the request and how the leave is intended to benefit the City. The request must be approved by the department head and by the Human Resources Director (who will review the request for compliance with the guidelines outlined here).

98. Retirement/Layoff (RL) Benefit, Plan “B”

- a. Full-Time employees currently covered under Plan “B” who were hired before November 16, 1997, and who elected to be covered under Plan “B,” shall have a retirement/layoff (RL) account equal to sixty percent of their accumulated unused sick leave hours available on November 16, 1997, minus any hours withdrawn from that account since it was established.
- b. Full-Time employees who were hired before November 16, 1997 and who elected in 1998 to be covered under Plan “B,” shall have a retirement/layoff (RL) account equal to fifty percent of their accumulated unused sick leave hours available on November 14, 1998, minus any hours withdrawn after the account is established.
- c. Full-Time employees who were hired before November 16, 1997 and who elected in 2007 or later during any period designated by the City to be covered under Plan “B,” shall have a retirement /layoff (RL) account equal

to forty percent of their accumulated unused sick leave hours available on ~~November 4, 2007~~ the date that Plan B participation began, minus any hours withdrawn after the account is established.

d. Payment of the RL Account.

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

- e. Hours may be withdrawn from the RL account for emergencies after personal leave hours are exhausted, and with approval of the employee's supervisor. RL account hours may also be used as a supplement to Workers' Compensation benefits which, when added to the employees' Workers' Compensation benefits, equals the employee's regular net salary. The employee must make an election in writing to the Director of Management Services to use RL account hours to supplement Workers' Compensation benefits.

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

G. Bereavement Leave – Plans A and B

1. Time off with pay will be granted to an employee who suffers the loss of a wife, husband, child, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, step-grandfather, grandmother, step-grandmother, grandchild, or step grandchild, stepchild, stepmother, stepfather, stepbrother or stepsister, grandfather-in-law, grandmother-in-law, or adult designee, as defined in Paragraph H. below, or adult designee's relative as if the adult designee were the employee's spouse. In the event of death in any of these instances, the employee will be paid his/her regular base pay for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. The employee will be permitted one additional day of funeral leave on the day following the funeral

or memorial service if: such service is held more than 150 miles distance from Salt Lake City; the employee attends the service; and the day following the service is a regular work shift.

2. In the event of death of relatives other than those enumerated in paragraph 1. above, an employee shall be paid for time off from scheduled working hours while attending the memorial services for such person, not to exceed one work shift.
3. In the event of death of friends, an employee may be allowed to use vacation or personal leave for time off to attend the funeral or memorial service for such person, subject to the approval of his/her immediate supervisor.
4. In the event of death of any member of the immediate family, as set forth in subsection 1 of this Article, occurs while an employee is on vacation, his or her vacation shall be extended by the amount of time authorized as bereavement leave under said subsection.

H. “Adult Designee” means an individual with whom an eligible employee has a long term committed relationship of mutual caring and support. The adult designee must have resided in the same household with the eligible employee for at least the past 12 consecutive months, and must have common financial obligations with the employee. The adult designee and the employee must be jointly responsible for each other’s welfare.

XII. MILITARY LEAVE AND JURY DUTY

- A. Leave of absence for employees who enter uniformed service. An employee who enters the service of a uniformed services of the United States, including the United States Army, United States Navy, United States Marine Corps, United States Air Force, commissioned Corps of the National Oceanic and Atmospheric Administration, United States Coast Guard, or the commissioned corps of the Public Health Service, shall be entitled to be absent from his or her duties and service from the City, without pay, as required by state and federal law. Said leave shall be granted for no more than five cumulative years, consistent with the federal Uniform Services Employment and Reemployment Act.
- B. Leave while on duty with the armed forces or Utah National Guard. Employees covered by this Plan who are or who shall become members of the reserves of a federal armed forces, including United States Army, United States Navy, United States Marine Corps, United States Air Force, and the United States Coast Guard, or any unit of the Utah National Guard, shall be allowed full pay for all time not in excess of 11 working days per calendar year spent on duty with such agencies. This leave shall be in addition to the annual vacation leave with pay. To qualify, employees claiming the benefit under this provision shall provide documentation to the City demonstrating duty with such agencies. To qualify, duty herein need not be consecutive days of service.
- C. Leave for Jury Duty. Employees shall be entitled to receive and retain statutory juror's fees paid for jury service in the State and Federal Courts subject to the conditions hereinafter set forth. No reduction in an employee's salary or regular wages shall be made for absence from work resulting from such jury service. On those days that an employee is required to report for jury service and is thereafter

excused from such service during his or her regular working hours from the City, he or she shall forthwith return to and carry on his or her regular City employment. Employees who fail to return to work after being excused from jury service for the day shall be subject to discipline.

XIII. INJURY LEAVE

A. Injury Leave. The City shall establish rules governing the administration of an injury leave program for employees of the Operations Division of the Department of Airports who are required to carry firearms as part of their jobs, under the following qualifications and restrictions:

1. The disability must have resulted from an injury arising out of the discharge of official duties and/or while exercising some form of necessary job related activity as determined by the City;
2. The employee must be unable to return to work due to the injury as verified by a medical provider acceptable to the City;
3. The leave benefit shall not exceed the value of the employee's net salary during the period of absence due to the injury, less all amounts paid or credited to the employee as Workers' Compensation, Social Security, long-term disability or retirement benefits, or any form of governmental relief whatsoever;
4. The value of benefits provided to employees under this injury leave program shall not exceed the total of \$5,000 per employee per injury; unless approved in writing by the employee's Department Head after receiving an acceptable treatment plan and consulting with the City's Risk Manager;
5. The City's Risk Manager shall be principally responsible for the review of injury leave claims provided that appeals from the decision of the City's Risk Manager may be reviewed by the Chief Administrative Officer who may make recommendations to the Mayor for final decisions;
6. If an employee is eligible for Workers' Compensation as provided by law; and is not receiving injury leave pursuant to this provision, said employee may elect in writing to the Director of Management Services to use either accumulated sick leave or hours from the RL account, if applicable, and authorized vacation time to supplement Workers' Compensation so that the employee is receiving the employee's regular net salary.

XIV. ADDITIONAL LEAVES OF ABSENCE

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

XV. INSURANCE

A. Group Insurance. Employees of the City will be required to enroll for single coverage in the City's group medical insurance plan in conformity with and under the terms of an insurance plan adopted by the City, as permitted by ordinance. The City will provide a basic term life and accidental death plan. The City will also make available other bona fide benefit programs. Retired City employees and their eligible dependents may also be permitted to participate in the City's medical and dental

plans under terms and conditions established by the City. The City shall cause the specific provisions of the group plan to be detailed and made available to the employees. The City will deduct from each payroll all monies necessary to fund the employees' share of insurance coverage and make all payments necessary to fund the plan, within budget limitations established by the City Council.

- B. The City will participate in the Nationwide Post Employment Health Plan, as adopted by the City by ordinance. Each year, the City will contribute \$24.30 per biweekly pay period into each employee's Nationwide Post Employment Health Plan account. For any year in which there are 27 pay periods, no such contribution will be made on the 27th pay period.

XVI. WORKERS' COMPENSATION

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

XVII. LONG-TERM DISABILITY COMPENSATION

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

XVIII. TRANSITIONAL DUTY

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

XIX. SEPARATION FROM SERVICE

- A. Social Security Adopted. The City hereby adopts the provisions of the Federal Social Security system and applies and extends the benefits of the old age and survivor's insurance of the Social Security Act to employees.
- B. Retirement Programs. The City hereby adopts the Utah State Retirement System for providing retirement pensions to employees covered by the plan. The City may permit or require the participation of employees in its retirement program(s) under terms and conditions established by the Mayor and consistent with state law. Such programs may include:
 - 1. The Utah State Public Employees' Retirement System (Contributory and Non-Contributory)
 - 2. Deferred Compensation Programs
 - 3. Retirement Incentive Programs
- C. The 20072008-2008-2009 fiscal year retirement contribution rates for employees covered by this paragraph are shown in Appendix C.
- D. Layoffs. Whenever it is necessary to reduce the number of employees performing an activity or function defined by the Mayor or designee within a City department

because of lack of work or lack of funds, the City shall minimize layoffs by readjustment of personnel through reemployment or bumping processes detailed in the City's Layoff Procedure.

1. Whenever layoffs are necessary, emergency, temporary, probationary, hourly and Regular Part-Time employees performing essentially the same duties as the aforesaid work activities or functions being reduced shall be laid off first.
 2. Full-Time salaried employees shall be the last to be laid off in inverse order of the length of City Seniority of employees in the same job classification. For example, an employee who has served in the job classification for five years and who has 10 years of City seniority, will be laid off before the employee who has served in the job classification only one year but who has 15 years of City seniority.
 3. Full-Time salaried employees designated for layoff or actually laid off may request reemployment, or elect to bump if eligible. Once a choice is made, Division of Human Resources staff will focus their effort on the selected option. Under reemployment, the laid off employee may be placed in a vacant equal or lower classification job position, wherever situated in the City, for which the employee is qualified. Vacant means the Division of Human Resource Management has received a request to fill a position. Equal or lower classification means that the maximum salary for the vacant position shall be less than or equal to the maximum salary for the position being laid off. Under the bumping option, said employee, within the City department in which the layoff occurs, may bump the least senior, Full-Time employee or probationary employee (in a job position and function previously and actually held by said laid off employee regardless of whether the job title or classification has since changed). The determination as whether the laid off employee is currently qualified for a position will be made by the Division of Human Resources, following the process outlined in the City's Layoff Procedure.
 4. Future Application for Employment Once Laid Off. Employees who have not utilized either reemployment or bumping, and who leave the City's payroll will have the right to pre-bid (submit application prior to actual position opening) on positions in the *100 Series* and *200 Series* for a period of two years. They may also apply for *300 Series* and *600 Series* positions for a two-year period utilizing the City's internal applicant form.
 5. Benefits Upon Layoff. Employees who are subject to layoff because of lack of work or lack of funds shall be eligible to receive:
 - a. One hundred percent of their accumulated unused sick leave hours, if covered under paragraph XI.D.E. (Plan "A"); or
 - b. One hundred percent of their RL account if covered under paragraph XI.E.F. (Plan "B").
 - c. Accrued unused personal leave at 50% of the employees' base hourly rate, if covered under paragraph XI.E.F (Plan "B").
- E. Separation From Employment Due to Resignations or Otherwise

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

XX. RECOGNITION OF THE PROFESSIONAL EMPLOYEES COUNCIL

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

XXI. SENIORITY

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

XXII. AUTHORITY OF THE MAYOR

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

XXIII. APPROPRIATION OF FUNDS

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

XXIV. JOB SHARING

1. Employees may be authorized, by the City, to job share a Full-Time "300 Series" or "600 Series" position. Under an authorized job share arrangement, the employees involved shall, pursuant to a written agreement between them, equally share in the compensation and benefits normally provided to the Full-Time position that is being shared. The Full-Time position that is being shared shall maintain its classification and the compensation and benefits equally shared shall be based on said classification.
2. A job share arrangement will not be authorized unless the following occurs:
 - a. The employees, who are sharing a job, have voluntarily entered into a written agreement acknowledging that the hours worked and the benefits shared will be on a 50 percent basis.
 - b. The Department Director has approved the job sharing arrangement.

XXV. REGULAR PART-TIME EMPLOYEES

- A. "300 Series" and "600 Series" Regular Part-Time employees are employees whose jobs regularly require them to work twenty (20) or more but less than forty (40) hours a week. Regular Part-Time employees do not include seasonal employees and employees who job share under paragraph XXIV.
- B. Effective July 1, ~~2007~~2008, Regular Part-Time employees shall be paid a wage equal to a prorated amount of the salary of a similarly classified Full-Time employee as specified in salary schedules in Appendices "A" and "B."
- C. Unless otherwise modified by the Mayor, Regular Part-Time employees shall receive fifty percent (50%) of the following benefits subject to the conditions provided in this Plan:
 - 1. Longevity Pay as specified in paragraph IV of this Plan.
 - 2. Education and Training Pay as specified in paragraph VI of this Plan.
 - 3. Holidays, vacation and other leaves of absence as specified in paragraphs X, XI, XII, XIII and XIV of this Plan.
 - 4. City's contribution to insurance premiums as specified in paragraph XV of this Plan.
- D. Regular Part-Time employees shall receive insurance benefits as specified in paragraph XV, wage differentials as specified in paragraph VII and allowances as specified in paragraph VIII of this Plan.
- E. Regular Part-Time employees may participate in retirement programs as specified in paragraph XIX of this Plan.
- F. There shall be no cost to Regular Part-time employee for Short-term Disability insurance. Short-term disability benefits will be prorated.

APPENDIX A - EXEMPT PROFESSIONAL EMPLOYEES SALARY SCHEDULE

Bi-Weekly Rates

July 1 June 29, 2007 2008

Grade	Minimum	Midpoint	Maximum
601	\$ 1,385.14	\$ 1,732.05	\$ 2,078.95
	\$ 1,422.40	\$ 1,778.40	\$ 2,135.20
602	\$ 1,446.12	\$ 1,808.68	\$ 2,171.24
	\$ 1,485.60	\$ 1,857.60	\$ 2,229.60
603	\$ 1,512.04	\$ 1,887.78	\$ 2,263.53
	\$ 1,552.80	\$ 1,939.20	\$ 2,324.00
604	\$ 1,631.52	\$ 2,038.58	\$ 2,446.46
	\$ 1,675.20	\$ 2,093.60	\$ 2,512.80
605	\$ 1,652.12	\$ 2,065.77	\$ 2,478.59
	\$ 1,696.80	\$ 2,121.60	\$ 2,545.60
606	\$ 1,725.46	\$ 2,157.23	\$ 2,589.83
	\$ 1,772.00	\$ 2,216.00	\$ 2,659.20
607	\$ 1,779.02	\$ 2,304.73	\$ 2,830.44
	\$ 1,827.20	\$ 2,367.20	\$ 2,907.20
608	\$ 1,894.38	\$ 2,443.98	\$ 2,994.42
	\$ 1,945.60	\$ 2,509.60	\$ 3,075.20
609	\$ 1,991.61	\$ 2,570.06	\$ 3,147.68
	\$ 2,045.60	\$ 2,640.00	\$ 3,232.80
610	\$ 2,120.98	\$ 2,757.93	\$ 3,395.70
	\$ 2,178.40	\$ 2,832.00	\$ 3,488.00
611	\$ 2,207.50	\$ 2,872.46	\$ 3,537.43
	\$ 2,266.40	\$ 2,950.40	\$ 3,632.80
612	\$ 2,323.68	\$ 2,998.54	\$ 3,672.57
	\$ 2,386.40	\$ 3,079.20	\$ 3,772.00
613	\$ 2,503.31	\$ 3,230.08	\$ 3,956.02
	\$ 2,570.40	\$ 3,317.60	\$ 4,063.20
614	\$ 2,647.51	\$ 3,417.13	\$ 4,185.92
	\$ 2,718.40	\$ 3,508.80	\$ 4,298.40
615	\$ 2,908.72	\$ 3,753.32	\$ 4,597.10
	\$ 2,987.20	\$ 3,855.20	\$ 4,720.80

**APPENDIX B - NON-EXEMPT PROFESSIONAL EMPLOYEES SALARY
SCHEDULE
Bi-Weekly Rates
July 1 June 29, 20072008**

Grade	Minimum	Midpoint	Maximum
301	\$ 986.33	\$ 1,239.30	\$ 1,493.91
	\$ 1,012.80	\$ 1,272.80	\$ 1,534.40
302	\$ 1,031.65	\$ 1,266.49	\$ 1,501.33
	\$ 1,059.20	\$ 1,300.80	\$ 1,541.60
303	\$ 1,078.62	\$ 1,348.89	\$ 1,619.98
	\$ 1,108.00	\$ 1,385.60	\$ 1,664.00
304	\$ 1,128.88	\$ 1,416.46	\$ 1,704.03
	\$ 1,159.20	\$ 1,454.40	\$ 1,750.40
305	\$ 1,179.97	\$ 1,478.26	\$ 1,776.54
	\$ 1,212.00	\$ 1,518.40	\$ 1,824.80
306	\$ 1,234.35	\$ 1,544.18	\$ 1,853.18
	\$ 1,268.00	\$ 1,585.60	\$ 1,903.20
307	\$ 1,297.80	\$ 1,623.28	\$ 1,947.94
	\$ 1,332.80	\$ 1,667.20	\$ 2,000.80
308	\$ 1,348.06	\$ 1,685.08	\$ 2,022.10
	\$ 1,384.80	\$ 1,730.40	\$ 2,076.80
309	\$ 1,408.22	\$ 1,760.89	\$ 2,113.56
	\$ 1,446.40	\$ 1,808.80	\$ 2,170.40
310	\$ 1,473.31	\$ 1,840.82	\$ 2,209.97
	\$ 1,512.80	\$ 1,890.40	\$ 2,269.60
311	\$ 1,540.88	\$ 1,928.98	\$ 2,315.44
	\$ 1,582.40	\$ 1,980.80	\$ 2,377.60
312	\$ 1,648.00	\$ 2,085.54	\$ 2,523.09
	\$ 1,692.80	\$ 2,141.60	\$ 2,591.20
313	\$ 1,720.51	\$ 2,178.66	\$ 2,636.80
	\$ 1,767.20	\$ 2,237.60	\$ 2,708.00
314	\$ 1,800.44	\$ 2,278.36	\$ 2,757.10
	\$ 1,848.80	\$ 2,340.00	\$ 2,831.20
315	\$ 1,879.54	\$ 2,380.54	\$ 2,879.88
	\$ 1,930.40	\$ 2,444.80	\$ 2,957.60

APPENDIX C

UTAH STATE RETIREMENT CONTRIBUTIONS FY 2007-20082008-2009

UTAH STATE RETIREMENT SYSTEM	EMPLOYEE CONTRIBUTION	TOTAL EMPLOYEE CONTRIBUTION PAID BY CITY	TOTAL EMPLOYER CONTRIBUTION	GRAND TOTAL CONTRIBUTION
Public Employee Contributory Retirement System	0	6.00%	7.61%	13.61%
Public Employee Non-Contributory Retirement System	0	0	11.62%	11.62%

APPENDIX D – See Appointed Employees and Elected Officials Compensation Plan APPENDIX D for wording of this appendix, *Salt Lake City Policy Manual, Family and Medical leave Act Policy, 3.01.07*

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

I. EFFECTIVE DATE

The provisions of this plan shall be effective commencing July 1, ~~2007~~2008.

II. EMPLOYEES COVERED BY THIS PLAN

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

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

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

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

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

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 5-22-08
By [Signature]

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

III. WAGES

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

IV. OVERTIME COMPENSATION

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

V. EDUCATION AND TRAINING PAY

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

VI. SHIFT DIFFERENTIAL

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

The City shall pay an hourly premium of fifty cents (\$.85) to employees who work a regularly scheduled swing shift or night shift (starting hours between 12:00 noon and 5:59 a.m.).

VII. ALLOWANCES

- A. Meal Allowance. Employees covered by this Plan shall be eligible for meal allowances in the amount of ~~\$8.00~~10.00 when said employees work 10 or more consecutive hours, if the employees are working two hours or more beyond their regular work schedule, as pre-approved by their supervisor. Said employees may also receive ~~\$8.00~~10.00 for each additional 4-hour consecutive period of work.
- B. Automobiles.
1. The Mayor may authorize, under City policy, an employee covered by this Plan to utilize a City vehicle on a take-home basis, and shall, as a condition of receipt, require said employee to reimburse the City for a portion of the take-home vehicle cost as provided in City ordinance.
 2. Employees who are authorized to use, and who do use, privately owned automobiles for official City business shall be reimbursed for the operation expenses of said automobiles at the currently approved City mileage reimbursement rate.
- C. Uniform Allowance. Employees covered by this Plan shall be provided monthly uniform allowances of sixty-five dollars (\$65.00), or uniforms will be actually provided, when the employees are required to wear uniforms in the performance of their duties. Uniform allowances are provided on the condition that the employees maintain their uniforms in reasonably good, clean, neat and pressed condition. Uniforms shall have proper identification and insignias and shall not be frayed or unsightly. Uniforms shall be in full compliance with applicable Department regulations. Failure to maintain the uniform in accordance with the above shall be grounds for disciplinary action, including forfeiture of uniform allowances provided in this paragraph.
- D. Other Allowances. The Mayor may, within budgeted appropriations, authorize the payment of other allowances in extraordinary circumstances (as determined by the Mayor) and as dictated by City needs.

VIII. HOURS OF SERVICE

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

IX. LEAVES OF ABSENCE

Employees covered by this Plan shall receive leaves of absence as provided in this paragraph. Employees do not earn or receive leave benefits while on unpaid leave of absence. However, employees on an unpaid military leave of absence may be entitled to the restoration of such leave benefits, as provided by city ordinance.

A. Holidays

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

- e. Independence Day, the fourth day of July.
 - f. Pioneer Day, the twenty-fourth day of July.
 - g. Labor Day, the first Monday in September.
 - h. Veteran's Day, the eleventh day of November.
 - i. Thanksgiving Day, the fourth Thursday in November.
 - j. The Friday after Thanksgiving Day. (Floating holiday, see explanation below.)
 - k. Christmas Day, the twenty-fifth day of December.
 - l. One personal holiday, taken upon request of the employee and at the discretion of the supervisor. The probation period must be completed before the personal holiday can be taken.
2. When any holiday listed above falls on a Sunday, the following business day shall be considered a holiday. When any holiday listed above falls on a Saturday, the preceding business day shall be considered a holiday. In addition to the above, any day may be designated as a holiday by proclamation of the Mayor and/or the City Council.
 3. No employee shall receive in excess of 4 hours of holiday pay for a single holiday. Employees must work or be on authorized leave their last scheduled working day before and the next scheduled working day following the holiday to qualify for holiday pay.
 4. Holiday Exception. In lieu of taking the day after Thanksgiving Day as a holiday, employees may observe this holiday up to 50 days prior to Thanksgiving Day, provided that the date chosen is approved in writing by the supervisor.
- B. Leaves That Qualify under the Family and Medical Leave Act (FMLA) and Vacation or Personal Leaves
1. Benefits in this section are for the purpose of continuing income to employees during paid vacation or personal leave and absence due to illness, accident or personal reasons. Some of these absences may qualify under the Family and Medical Leave Act (FMLA). This is a federal law that provides up to 12 weeks of unpaid leave each year and protects jobs and health care benefits for eligible employees who need to be off work for certain "family and medical" reasons. APPENDIX B outlines the FMLA rights and obligations of the employee and the City. The City requires all employees using FMLA leave to exhaust their paid leave allotments for

FMLA-qualifying events prior to taking FMLA leave unpaid. The paid leave parameters are defined in this Compensation Plan.

2. Employees covered by this Plan, hired on or prior to June 30, 1996, shall receive vacation, sick leave, hospitalization leave, bereavement leave, personal leave, if they select the option, and other benefits which are provided to “300” and “600” Series Regular Part-Time employees in Section XXV of the “Compensation Plan for Salt Lake City Corporation” 600 Series” and “300 Series” Exempt and Non-Exempt Professional Employees.” All the rights, terms and conditions under which the leave benefits are provided are the same as those set out in the Compensation Plan for “600 Series” and “300 Series” Regular Part-Time employees.
3. The Plan Year of the Personal Leave Plan begins in each calendar year on the first day of the pay-period that includes November 15. Under this Personal Leave Plan, covered employees, hired on or after July 1, 1996, shall receive personal leave as specified below: Where the leave is not related to the employee’s own illness or disability—or an event that qualifies under the FMLA—a personal leave request is subject to supervisory approval based on the operational requirements of the City and any policies regarding the use of such leave adopted by the department in which the employee works.
 - a. An employee, who regularly works between 24 and 32 hours a week, shall receive 24 hours of paid leave to be used by the employee for any reason.
 - b. An employee, who regularly works more than 32 hours but less than 40 hours a week, shall, receive 40 hours of paid leave to be used by the employee for any reason.
 - c. Personal leave must be used in no less than 4-hour increments.
 - d. Personal leave granted herein, shall be in lieu of vacation, sick leave, dependent leave, funeral (bereavement) leave, hospitalization leave, dependent leave and all other paid leaves.
 - e. Not later than October 31st in each calendar year, employees covered by personal leave may elect, by notifying their Personnel/Payroll Administrator in writing, to:
 1. Convert any unused personal leave hours available at the end of the first pay period of November for a lump sum payment equal to the following: For each converted hour, the employee shall be paid 50 percent of the employee’s hourly base wage rate in effect on date of conversion. In no event shall total pay hereunder exceed 12 hours for those

employees who regularly work between 24 and 32 hours a week, and 20 hours for those employees who regularly work between 32 and 40 hours a week.

2. Carry over to the next calendar year up to 24 unused personal leave hours, if an employee who regularly works between 24 and 32 hours a week. If an employee who regularly works between 32 and 40 hours a week, carry over to the next calendar year up to 40 hours of unused personal leave hours.
 3. Convert a portion of unused personal leave hours, for a lump sum payment as provided in subparagraph (1) above and carry over a portion as provided in subparagraph (2) above.
- f. Termination Benefits. At termination of employment for any reason, accumulated unused personal leave hours, minus any adjustment necessary after calculating the "prorated amount," shall be paid to the employee at 50 percent of the hourly base wage rate on date of termination for each unused hour. For purposes of this benefit, "prorated amount" shall mean the amount of personal leave credited at the beginning of the plan year, multiplied by the ratio of the number of months worked in the plan year (rounded to the end of the month which includes the date of separation) to 12 months. If the employee, at the time of separation, has used personal leave in excess of the prorated amount, the value of the excess amount shall be reimbursed to the City and may be deducted from the employee's paycheck.
- g. Short Term Disability Insurance. Protection against loss of income when an employee is absent from work due to short term disability shall be provided to employees covered under this Plan through short term disability insurance (SDI). For purposes of service credit, the SDI benefit will be prorated based on the hours an employee is regularly required to work in a week. There shall be no cost to the employee for SDI. SDI shall be administered in accordance with the terms determined by the City. As one of the conditions of receiving SDI, the employee may be required to submit to a medical examination.

C. Leave for Military Duty

1. Leave of absence for employees who enter uniformed service. An employee who enters the service of a uniformed services of the United States, including the United States Army, United States Navy, United States Marine Corps, United States Air Force, commissioned Corps of the

National Oceanic and Atmospheric Administration, United States Coast Guard, or the commissioned corps of the Public Health Service, shall be entitled to be absent from his or her duties and service from the City without pay as required by state and federal law. Said leave shall be granted for no more than five cumulative years, consistent with the federal Uniform Services Employment and Reemployment Act.

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

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

E. Additional Leaves of Absence

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

X. INSURANCE

A. Group Insurance. Employees of the City covered by this plan may participate in the City's group insurance plan in conformity with and under the terms of an insurance plan adopted by the City covering such employees. The City will provide a basic term life and accidental death plan. The City will also make available other bona fide benefit programs. Retired City employees and their eligible dependents may also be permitted to participate in the City's medical and dental plans under terms and conditions established by the City. The City will deduct from each payroll all monies necessary to fund the employees' share of insurance coverage and make all payments necessary to fund the plan within budget limitations established by the City Council.

B. Workers' Compensation. In addition to the foregoing, the Mayor may provide for Workers' Compensation coverage to the employees under applicable provisions of State statute, and other related disability plans compensating employees of the City

who are permanently and totally disabled while in the discharge of their official duties as defined by the City's Long Term Disability Program.

C. Disability Compensation

1. If an employee of the City becomes entitled to receive Workers' Compensation as a result of suffering a City service connected injury or illness, such employee shall be paid Workers' Compensation as provided by law; provided, however, that the employee may elect to use, during such disability, such part of their accumulated sick leave and vacation time or personal leave which, when added to their Workers' Compensation payments, equals their regular net wage; and provided further, that satisfactory evidence of such election shall be transmitted by said person to their Personnel/Payroll Administrator prior to payment.
2. The City will use reasonable efforts to make "transitional duty" work available to an employee injured on the job as defined by the Worker's Compensation laws, provided that the employee is able to perform the transitional duty work and the employee has presented a release by their physician to the City certifying that the employee is able to work.
3. Optional Long term disability shall be available to employees eligible under the City's Long Term Disability Program (Income Protection Program), under the terms and conditions of the plan. This program provides continuation of income to employees of the City who are permanently and totally disabled as defined under the program.

XI. SEPARATION FROM SERVICE

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

4. Deferred Compensation Programs
 5. Retirement Incentive Programs
- | C. The ~~2007~~~~2008~~-~~2008~~-~~2009~~ fiscal year retirement contribution rates for employees covered by this paragraph are shown in Appendix A.
- D. Layoffs.
1. Employees covered by this Plan who have been laid-off in accordance with the above shall have the right to pre-bid on positions in the 100 and 200 series for a period of 1 year.

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

- A. It is the intent of the City to provide some benefits to employees who are not full-time but who do contribute valued time to the City. However, it is also the intent of the City not to displace full-time employees with Regular Part-Time and Hourly employees.
- B. Concerns that Regular Part-Time and Hourly employees are being used solely to displace 100 and 200 Series employees may be presented to the Labor Management Committee, established in the Memorandum of Understanding between the City and AFSCME. Concerns reviewed by the Committee shall include whether regular part-time and hourly employees, who have worked for at least 11 months, should be made full-time employees. Concerns presented and reviewed by the Committee shall be directed to the Mayor for his review and action.

XIII. AUTHORITY OF THE MAYOR

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

XIV. APPROPRIATION OF FUNDS

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

APPENDIX A

UTAH STATE RETIREMENT CONTRIBUTIONS FY ~~2007-2008~~ 2008-2009

UTAH STATE RETIREMENT SYSTEM	EMPLOYEE CONTRIBUTION	TOTAL EMPLOYEE CONTRIBUTION PAID BY CITY	TOTAL EMPLOYER CONTRIBUTION	GRAND TOTAL CONTRIBUTION
Public Employee Contributory Retirement System	0	6.00%	7.61%	13.61%
Public Employee Non-Contributory Retirement System	0	0	11.62%	11.62%

APPENDIX B - See Appointed Employees and Elected Officials Compensation Plan APPENDIX D for wording of this appendix, Salt Lake City Policy Manual, Family and Medical Leave Act Policy, 3.01.07

MAY 30 2008

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

I. EFFECTIVE DATE

The provisions of this plan shall be effective commencing July 1, ~~2007~~2008.

II. EMPLOYEES COVERED BY THIS PLAN

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

III. WAGES AND SALARIES

A. Elected Officials

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

B. Executive-Appointed Employees

From July 1, ~~2007-2008~~ to June 30, ~~2008~~2009, ~~Executive Appointed~~ employees shall be paid within ranges provided in the schedule attached hereto as APPENDIX "B." Any performance-based pay adjustment above the "Base Pay Maximum" of the range will be given as a supplemental payment not added to base. In no case will such annual supplemental payment—when divided by 26 and added to the base pay adjustment—be allowed to exceed the "Range MaximumTop."

C. Other Forms of Compensation

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

IV. LONGEVITY PAY

~~Executive Appointed~~ employees shall not be eligible for longevity benefits.

V. OVERTIME COMPENSATION

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 5-30-08
By [Signature]

A. Executive Appointed employees determined to be exempt from the requirements of the Fair Labor Standards Act (FLSA) do not receive overtime compensation, except as provided in paragraph V.B. below .

B. Labor Costs—Declared Emergency. The City may pay exempt Appointed employees (excluding Appointed department heads/officials) overtime pay for any hours worked over forty (40) hours in a workweek at a rate of 1-1/2 times their regular hourly rates of pay. The City shall only make such payment when all of the following conditions occur:

1. The Mayor or the City Council, pursuant to Salt Lake City Ordinance 2.04.030, or its successor provisions, has issued a Proclamation of Local Emergency; and
2. Exempt Appointed employees are required to work over forty (40) hours for one workweek during the Emergency period; and
3. Funds are available. The City shall determine if funds are available and obtain prior approval from the Mayor to use available funds to cover the overtime payments.

The City shall distribute any overtime payments consistently with a pre-defined standard that treats all employees equitably. Hours worked under a declared Emergency must be paid hours and cannot be accrued as compensatory time

VI. ALLOWANCES

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

2. Uniforms or uniform allowances for Police ~~Executive Appointed~~ employees shall be provided to the extent stated in Police Department policy.

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

VII. HOLIDAYS AND VACATION

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

A. Holidays

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

scheduled working day before and the next working day following the holiday to qualify for holiday pay.

4. Holiday exception. In lieu of taking the day after Thanksgiving Day as a holiday, employees may observe this holiday up to 50 days prior to Thanksgiving.

B. Vacations

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

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

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

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

4. ~~Executive Appointed Employees~~ employees other than Department Directors and those named in paragraph 3. above may accumulate vacation hours (including both accrued vacation and sick leave conversion time),

according to the length of their full-time, consecutive, years of employment with the City up to the following maximum limits:

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

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

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

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

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

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

5. Vacation Allowance: The Mayor or the City Council may, as a recruiting incentive, provide an allowance of up to 120 hours of vacation leave, if it would be in the City's best interest to do so.

VIII. SICK AND OTHER RELATED LEAVE OR PERSONAL LEAVE.

- A. Benefits in this section are for the purpose of continuing income to employees during absence due to illness, accident or personal reasons. Some of these absences may qualify under the Family and Medical Leave Act (FMLA). This is a federal law that provides up to 12 weeks of unpaid leave each year and protects jobs and health care benefits for eligible employees who need to be off work for certain "family and medical" reasons. APPENDIX D outlines the FMLA rights and obligations of the employee and the City. The City requires all employees using FMLA leave to exhaust their paid leave allotments for FMLA-qualifying events prior to taking FMLA leave unpaid. The paid leave parameters are defined in this Compensation Plan. Employees do not earn or receive leave benefits under this Section VIII. while on unpaid leave of absence. However, employees on an unpaid military leave of absence may be entitled to the restoration of such leave benefits, as provided by city ordinance.
- B. Employees shall receive benefits in this section, either under a plan as provided in paragraph VIII.E. (Plan "A"), or as provided in paragraph VIII.F. (Plan "B").
- C. ~~Executive employees~~ Employees hired on or after November 16, 1997 shall participate in Plan B. All other employees shall participate in the plan they participated in on November 15, 1998, except as provided in paragraph VIII.D.
- D. Employees who were hired on or before November 16, 1997 shall participate in Plan B if they so elected during a City-established election period occurring after 1998. Employees employees participating in Plan A, who were hired on or before November 16, 1997, may, during an election period beginning July 1, 2007 and ending September 30, 2007, choose to participate in Plan B effective November 4, 2007.
- E. Plan "A."
 1. Sick Leave.
 - a. Sick leave shall be provided for ~~Executive employees~~ under this Plan "A" as insurance against loss of income when an employee is unable to perform assigned duties because of illness or injury. The Mayor may establish rules governing the interfacing of sick leave and Workers' Compensation benefits and avoiding, to the extent allowable by law, duplicative payments.
 - b. Each ~~Executive~~ employee under this Plan "A" shall accrue sick leave at a rate of 4.62 hours per pay period. Exception: For any plan year in which there are 27 pay periods, no sick leave hours will be accrued on the 27th pay period. Authorized and unused sick

leave may be accumulated from year to year subject to the limitations of this plan.

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

2. Hospitalization Leave

- a. Hospitalization leave shall be provided for employees under this Plan "A," in addition to sick leave authorized hereunder, as insurance against loss of income when employees are unable to perform assigned duties because of scheduled surgical procedures, urgent medical treatment, or hospital inpatient admission.
- b. Employees shall be entitled to 30 days of hospitalization leave each calendar year. Hospitalization leave shall not accumulate from year to year. Employees may not convert hospitalization leave to vacation or any other leave, nor may they convert hospitalization leave to any additional benefit at time of retirement.
- c. Employees who are unable to perform their duties during a shift due to preparations (such as fasting, rest, or ingestion of medicine), for a scheduled surgical procedure, may report the absence from the regular work schedule while in the hospital as hospitalization leave.

- d. Employees who must receive urgent medical treatment at a hospital, emergency room, or acute care facility, and who are unable to perform their duties during a shift due to urgent medical treatment, may report the absence from the affected shift as hospitalization leave. For purposes of use of Hospitalization hospitalization Leave, urgent medical treatment includes at-home care directed by a physician immediately after the urgent medical treatment and within the affected work day.
- e. Employees who are admitted as an inpatient to a hospital for medical treatment, so they are unable to perform their duties, may report the absence from duty while in the hospital as hospitalization leave.
- f. Medical treatment consisting exclusively or primarily of post-injury rehabilitation or therapy treatment, whether conducted in a hospital or other medical facility, shall not be counted as hospitalization leave.
- g. An employee requesting hospitalization leave under this section may be required to provide verification of treatment or care from a competent medical practitioner.

3. Bereavement Leave

- a. ~~Under this Plan "A" time off with pay will be granted to an employee who suffers the loss of a wife, husband, child, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather, step-grandfather, grandmother, step-grandmother, grandchild, or stepgrandchild, stepchild, stepmother, stepfather, stepbrother or stepsister, grandfather-in-law, grandmother-in-law, or domestic partner, as defined in Paragraph b. below, or domestic partner's relative as if the domestic partner were the employee's spouse. In the event of death in any of these instances, the employee will be paid his or her regular base pay for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. The employee will be permitted one additional day of funeral leave or memorial service leave on the day following the service if: such service is held more than 150 miles distance from Salt Lake City; the employee attends the service; and the day following the service is a regular work shift.~~
- b. ~~"Domestic Partner" means an individual with whom an eligible employee has a long term committed relationship of mutual caring and support. The domestic partner must have resided in the same household with the eligible employee for at least the past six consecutive months, and must have common financial obligations with the employee. The domestic partner and the employee must be jointly responsible for each other's welfare. The domestic~~

partner may not be related by blood to the employee to a degree of closeness that would prohibit legal marriage in the State of Utah. The domestic partner benefit provided under this bereavement benefit is not effective before February 23, 2006.

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

Dependent Leave.

- a. Under Plan "A," dependent leave may be requested by a Full-Time employee covered by this Compensation Plan for the following reasons:
 - 1. Becoming a parent through birth or adoption of a child or children.
 - 2. Placement of a foster child in the employee's home.
 - 3. Due to the care of the employee's child, spouse, spouse's child, ~~domestic partner~~ adult designee (as defined in Paragraph eH. below), ~~domestic partner's~~ adult designee's unmarried child under age 26, or parent with a serious health condition.

~~Domestic partners~~ Adult Designees and ~~domestic partners'~~ adult designees' children are not covered by FMLA.

- b. Under Plan "A," dependent leave may also be requested by an employee to care for an employee's child, spouse, spouse's child, ~~domestic partner~~ adult designee (as defined in Paragraph eH. below), ~~domestic partner's~~ adult designee's unmarried child under age 26, or parent who is ill or injured but who does not have a serious health condition.
- e. "Domestic Partner" means an individual with whom an eligible employee has a long term committed relationship of mutual caring and support. The domestic partner must have resided in the same

~~household with the eligible employee for at least the past six consecutive months, and must have common financial obligations with the employee. The domestic partner and the employee must be jointly responsible for each other's welfare. The domestic partner may not be related by blood to the employee to a degree of closeness that would prohibit legal marriage in the State of Utah. The domestic partner benefit provided under this bereavement benefit is not effective before February 23, 2006.~~

dc. The following provisions apply to the use of dependent leave by an Executive Appointed employee.

1. Dependent leave may be granted with pay on a straight time basis.
2. If the employee has accumulated and available unused sick leave, the employee shall be entitled to use as dependent leave such accumulated and available unused sick leave.
3. The employee shall give notice of the need to take dependent leave and the expected duration of such leave to his or her supervisor as soon as possible under the circumstances.
4. An employee's sick leave shall be reduced by the number of hours taken by an employee as dependent leave under this paragraph provided, however, that up to 40 hours of dependent leave used during the calendar year will not affect the sick leave conversion options as outlined in paragraph VIII.D.1.c.

54. Retirement Benefit.

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

with sick leave benefits which were in any respect lost, used, or forfeited prior to the effective date of this plan.

F. Plan "B."

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

<u>Months of Consecutive City Service</u>	<u>Hours of Personal Leave</u>
Less than 6	40
Less than 24	60
24 or more	80

Employees hired during the plan year will be provided paid personal leave on a pro-rated basis.

3. Not later than October 31st in each calendar year, employees covered by Plan "B" may elect, by notifying their Personnel/Payroll Administrator in writing, to:
 - a. Convert any unused personal leave hours available at the end of the first pay period of November to a lump sum payment equal to the following: For each converted hour, the employee shall be paid 50 percent of the employee's hourly base wage rate in effect on the date of conversion. In no event shall total pay hereunder exceed 40 hours pay, or
 - b. Carryover to the next calendar year up to 80 unused personal leave hours, or
 - c. Convert a portion of unused personal leave hours to a lump sum payment as provided in subparagraph (a) above and carry over a portion as provided in subparagraph (b) above.
4. Maximum Accrual. A maximum of 80 hours of personal leave may be carried over to the next plan year. Any personal leave hours unused at the

~~“Domestic Partner” means an individual with whom an eligible employee has a long term committed relationship of mutual earning and support. The domestic partner must have resided in the same household with the eligible employee for at least the past six consecutive months, and must have common financial obligations with the employee. The domestic partner and the employee must be jointly responsible for each other’s welfare. The domestic partner may not be related by blood to the employee to a degree of~~

~~b. the day following the service is a regular work shift. distance from Salt Lake City; the employee attends the service; and memorial service if such service is held more than 150 miles additional day of funeral leave on the day following the funeral or exceed five working days. The employee will be permitted one of death through the day of the funeral or memorial service, not to paid his/her regular base pay for scheduled work time from the date the event of death in any of these instances, the employee will be relative as if the domestic partner were the employee’s spouse. In partner, as defined in Paragraph b. below, or domestic partner’s stepgrandchild, stepchild, stepmother, stepfather, stepbrother or law, daughter in law, brother in law, sister in law, grandfather, mother, father, brother, sister, father in law, mother in law, son in law, husband, child, Executive employee who suffers the loss of a wife, husband, child, Under this Plan “B,” time off with pay will be granted to an~~

~~7. Bereavement Leave.~~

- ~~a. Executive Appointed employees must give their supervisors as much prior notice as possible.~~
- ~~b. Minimum use of personal leave is one hour.~~

~~6. Conditions on Use of Personal Leave are:~~

~~employee’s paycheck. amount shall be reimbursed to the City and may be deducted from the personal leave in excess of the prorated amount, the value of the excess date) to 12 months. If the employee, at the time of separation, has used plan year (rounded to the end of the month which includes the separation plan year, multiplied by the ratio of the number of months worked in the shall mean the amount of personal leave credited at the beginning of the unused hour. For purposes of this paragraph XI.F.F.5, “prorated amount” percent of the hourly base wage rate on date of termination for each after calculating the “prorated amount,” shall be paid to the employee at 50 accumulated unused personal leave hours, minus any adjustment necessary.~~

~~5. Termination Benefits. At termination of employment for any reason, end of the plan year in excess of 80 shall be converted to a lump sum payment as provided in subparagraph 3. a above.~~

~~closeness that would prohibit legal marriage in the State of Utah. The domestic partner benefit provided under this bereavement benefit is not effective before February 23, 2006.~~

- ~~e. In the event of death of an uncle, aunt, niece, nephew, or first cousin to the respective employee, said employee shall be allowed to use personal leave or vacation for time off from scheduled working hours to attend the funeral or memorial service for such person.~~
- ~~d. In the event of death of friends or relatives not listed above, an employee may be allowed to use personal leave for time off to attend the funeral or memorial service for such person, subject to the approval of his/her immediate supervisor.~~

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

98. Plan "B" Retirement Benefit.

- a. ~~Executive Appointed~~ employees covered under Plan "B" shall have a Plan B Retirement Benefit as follows:
 - (1) ~~Executive Appointed~~ employees appointed before January 1, 1989, and who elected in 1997 to be covered under Plan "B," and who remain covered under Plan "B," will have a Plan B Retirement Account equal to 60 percent of unused sick leave accrued after December 31, 1988 and available on November 16, 1997), minus any hours withdrawn from that account since it was established.
 - (2) ~~Executive Appointed~~ employees appointed before January 1, 1989, and who elected in 1998 to be covered under Plan "B," will have a Plan B Retirement Account equal to 50 percent of unused sick leave accrued after December 31, 1988 and available on November 14, 1998, minus any hours withdrawn from that account since it was established.
 - (3) ~~Executive Appointed~~ employees who were appointed on and after January 1, 1989 and before November 16, 1997, and whose current participation in Plan "B" began in 1997, shall have a Plan B Retirement Account equal to 60 percent of accrued unused sick leave available on November 16, 1997, minus any hours withdrawn from that account since it was established

- (4) Executive-Appointed employees who were appointed on and after January 1, 1989 and before November 16, 1997, and whose current participation in Plan "B" began in 1998, shall have a Plan B Retirement Account equal to 50 percent of accrued unused sick leave available on November 14, 1998, minus any hours withdrawn from that account since it was established.
- (5) Executive-Appointed employees who were appointed before November 16, 1997 and who elected in 2007 or later to be covered under Plan "B," shall have a ~~retirement/layoff (RL) Plan B Retirement account~~ Account equal to 40 percent of their accumulated unused sick leave hours available on November 4, 2007, minus any hours withdrawn after the account is established.
- (6) Said employees participating in Plan "B" shall have no other accumulated sick leave except for those hours, if any, provided in paragraphs ~~XVHXVI~~.A.1.a. and under this section VIII.EF.98. Sick leave hours accrued by Executive Appointed Employees-employees on or before December 31, 1988 shall not be included in the "Plan B Retirement Account."
- (7) (a) At retirement Executive-Appointed employees under Plan "B" shall be paid at the employee's hourly rate of pay on date of retirement for each hour in the employee's Plan B Retirement Account.
- (b) In lieu of the above, the Executive-Appointed employee may elect, in writing, to convert the payment as provided herein to hospital and surgical pay for health insurance premiums coverage. Such payment shall be subject to any state and federal income and social security tax as fully required by law. The employee's available Plan B Retirement Account balance, computed by the hours therein times the salary rate at the effective date of employment separation, determines the number of months of medical and surgical coverage which may be purchased. The purchase is made on a monthly basis, which shall be computed on a monthly basis of charges against the account balance. If insurance costs increase, the number of months of coverage will decrease.
- (c) Hours may be withdrawn from the Plan B Retirement Account for emergencies after personal leave hours are exhausted, and with approval of the Mayor. Said hours may also be used as a supplement to Workers' Compensation benefits which, when added to the employees' Workers' Compensation benefits, equals the employee's regular net salary. The ~~employee must make an~~

election in writing to the Mayor to use said hours to supplement Workers' Compensation benefits.

~~100~~ Short Term Disability Insurance, Plan "B." Protection against loss of income when an employee is absent from work due to short term disability shall be provided to employees covered under Plan "B" through short term disability insurance (SDI). There shall be no cost to the employee for SDI. SDI shall be administered in accordance with the terms determined by the City. As one of the conditions for receiving SDI, the employee may be required to submit to a medical examination by a physician of its choosing.

G. Bereavement Leave — Plans A & B.

1. Time off with pay will be granted to an employee who suffers the loss of a wife, husband, child, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, step-grandfather, grandmother, step-grandmother, grandchild, or step grandchild, stepchild, stepmother, stepfather, stepbrother or stepsister, grandfather-in-law, grandmother-in-law, or adult designee, as defined in Paragraph H, below, or adult designee's relative as if the adult designee were the employee's spouse. In the event of death in any of these instances, the employee will be paid his/her regular base pay for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. The employee will be permitted one additional day of funeral leave on the day following the funeral or memorial service if: such service is held more than 150 miles distance from Salt Lake City; the employee attends the service; and the day following the service is a regular work shift.

~~2. "Domestic Partner" means an individual with whom an eligible employee has a long-term committed relationship of mutual caring and support. The domestic partner must have resided in the same household with the eligible employee for at least the past six consecutive months, and must have common financial obligations with the employee. The domestic partner and the employee must be jointly responsible for each other's welfare. The domestic partner may not be related by blood to the employee to a degree of closeness that would prohibit legal marriage in the State of Utah. The domestic partner benefit provided under this bereavement benefit is not effective before February 23, 2006.~~

~~3. In the event of death of an uncle, aunt, niece, nephew, or first cousin to the respective employee, said employee shall be allowed to use personal leave or vacation for time off from scheduled working hours to attend the funeral or memorial service for such person. In the event of death of relatives other than those enumerated in paragraph 1. above, an employee shall be paid for time off from scheduled working hours while attending the memorial services for such person, not to exceed one work shift.~~

~~2. In the event of death of friends or relatives not listed above, an employee may be allowed to use vacation or personal leave for time off to attend the funeral or memorial service for such person, subject to the approval of his/her immediate supervisor.~~

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

H. “Domestic Partner Adult Designee” means an individual with whom an eligible employee has a long term committed relationship of mutual caring and support. The domestic partner adult designee must have resided in the same household with the eligible employee for at least the past ~~six~~ 12 consecutive months, and must have common financial obligations with the employee. The domestic partner adult designee and the employee must be jointly responsible for each other’s welfare. ~~The domestic partner may not be related by blood to the employee to a degree of closeness that would prohibit legal marriage in the State of Utah. The domestic partner benefit provided under this bereavement benefit is not effective before February 23, 2006.~~

IX. MILITARY LEAVE AND JURY DUTY

A. Leave of absence for employees who enter uniformed service. An employee who enters the service of a uniformed services of the United States, including the United States Army, United States Navy, United States Marine Corps, United States Air Force, commissioned Corps of the National Oceanic and Atmospheric Administration, United States Coast Guard, or the commissioned corps of the Public Health Service, shall be entitled to be absent from his or her duties and service from the City without pay as required by state and federal law. Said leave shall be granted for no more than five cumulative years, consistent with the federal Uniform Services Employment and Reemployment Act.

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

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

X. INJURY LEAVE

A. Injury Leave. The City shall establish rules governing the administration of an injury leave program for executive appointed employees of the Operations Division of the Department of Airports who are required to carry firearms as part of their jobs, under the following qualifications and restrictions:

1. The disability must have resulted from a documented injury arising out of the discharge of official duties and/or while exercising some form of necessary job related activity as determined by the City;
2. The employee must be unable to return to work due to the injury as verified by a licensed physician acceptable to the City;
3. The leave benefit shall not exceed the value of the employee's net salary during the period of absence due to the injury, less all amounts paid or credited to the employee as Workers' Compensation, Social Security, long term disability or retirement benefits, or any form of governmental relief whatsoever;
4. The value of benefits provided to employees under this injury leave program shall not exceed the total of \$5,000 per employee per injury; unless approved in writing by the Mayor upon receipt of an acceptable treatment plan and consultation with the City's Risk Manager;
5. The City's Risk Manager shall be principally responsible for the review of injury leave claims provided that appeals from the decision of the City's Risk Manager may be reviewed by the Director of the Department of Management Services who may make recommendations to the Mayor for final decisions;
6. If an employee is eligible for Workers' Compensation as provided by law; and is not receiving injury leave pursuant to this provision, said employee may elect in writing to the Director of Management Services to use either accumulated sick leave or hours from the Plan "B" retirement account, if applicable and authorized vacation time to supplement Workers' Compensation so that the employee is receiving the employee's regular net salary.

XI. ADDITIONAL LEAVES OF ABSENCE.

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

XII. INSURANCE

- A. Group Insurance. Employees of the City will be required to enroll for single coverage in the City's group medical insurance plan in conformity with and under the terms of an insurance plan adopted by the City, as permitted by ordinance. The City will provide the employee a basic term life and accidental death plan. The City will also make available other bonafide benefit programs. Retired City employees and their eligible dependents may also be permitted to participate in the City's medical, dental plans under terms and conditions established by the City. The City shall cause the specific provisions of the group plan to be detailed and made available to the employees. The City will deduct from each payroll all moneys necessary to fund the employee share of insurance coverage and make all payments necessary to fund the plan within budget limitations established by the City Council.
- B. The City will participate in the Nationwide Post Employment Health Plan, as adopted by the City by ordinance. Each year, the City will contribute \$24.30 per

biweekly pay period into each employee's Nationwide Post Employment Health Plan account. For any year in which there are 27 pay periods, no such contribution will be made on the 27th pay period.

XIII. WORKERS' COMPENSATION

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

XIV. LONG TERM DISABILITY COMPENSATION

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

XV. SEPARATION FROM SERVICE

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

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

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

C. The ~~2008-2008~~ 2009 fiscal year retirement contribution rates for employees covered by this paragraph are shown in Appendix C.

D. At-Will Employees

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

E. Separation from Employment Due to Resignations or Otherwise.

1. Every employee who is separated from City employment for any reason shall be paid for:
 - a. Earned vacation time accrued, unused, and unforfeited as of the date of termination;
 - b. Unused compensatory time off; and

- c. If a participant in "Plan B," any accrued and unused personal leave in accordance with paragraph VIII.EF.5 of this chapter.
- d. The balance of the sick leave account specified in XVI.A.1.a., if appointed before January 1, 1989.

XVI. SEVERANCE BENEFIT

A. Subject to availability of funds, ~~Executive-current~~ Appointed employees shall receive the following severance benefit on termination of their employment:

1. ~~Current Executive-Appointed~~ Employees, Who Were Appointed as Executives Before January 1, 1989. ~~Current Executive-Appointed~~ employees, who were appointed ~~as Executives~~ before January 1, 1989, shall receive a severance benefit determined as follows:

a. ~~Executive-Appointed~~ employees who have an account, established by prior City policy, and which was credited with a cash value equal to the total accrued sick leave hours available to the employee on December 31, 1988, multiplied by said employee's hourly rate of pay in effect on December 31, 1988, are vested in that account. The hours included in this account are separately accounted for and are not included in the "Plan B Retirement Benefit" under VIII.E.98.a.

Upon the voluntary or involuntary termination of employment from the City, these ~~Executive-Appointed~~ employees shall receive, at the time of separation, the cash value of their vested account. However, ~~Executive-Appointed~~ employees, may, during their employment, use the hours in that account for sick leave purposes, although such use will reduce the cash value of the account.

b. ~~Current Executive-Appointed~~ employees, appointed before January 1, 1989, who are terminated not for cause, and who execute a release of all claims approved by the City Attorney's Office, shall receive, as a severance benefit, in addition to subparagraph A.1.a. above: One month's base salary pay, determined on the effective date of termination, for each year of City employment calculated on a pro-rata basis, not to exceed 6 months' base salary. This additional severance benefit shall be provided only if the termination from City employment is involuntary.

2. ~~Current Executive-Appointed Employees~~ employees Appointed ~~appointed~~ As Executives on or ~~After~~ after January 1, 1989, and before January 1, 2000, ~~Executive employees, appointed as Executives on or after January 1, 1989 and before January 1, 2000,~~ who are terminated not for cause, and

who execute a release of all claims approved by the City Attorney's Office, shall receive a severance benefit, but only for an involuntary termination from City employment.

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

3. Current Department heads appointed after January 1, 2000 who are terminated not for cause, and who execute a release of all claims approved by the City Attorney's Office, shall receive a severance benefit, but only for an involuntary termination from City employment.

The severance benefit for said employees shall be: Two months' base salary pay, determined on the effective date of termination, after one full year of City employment, four months' base salary pay after two full years of City employment, or six months' base salary pay after three full years of City employment.

34. Current ~~Executive Employees Appointed As Executives~~ ~~Appointed employees who are not Department heads, and who were appointed on or After after January 1, 2000,~~ ~~Executive employees, appointed as Executives on or after January 1, 2000,~~ who are terminated not for cause, and who execute a release of all claims approved by the City Attorney's Office, shall receive a severance benefit, but only for an involuntary termination from City employment.

a. ~~Except for the position of Chief Administrative Officer, the~~ The severance benefit for said employees shall be: One week's base salary pay, determined on the effective date of termination, for each year of City employment calculated on a pro-rata basis, not to exceed 6 weeks' base salary.

b. ~~The severance benefit for Chief Administrative Officer shall be: One month's base salary pay, determined on the effective date of termination, for each year of City employment calculated on a pro-rata basis, not to exceed 6 months' base salary.~~

45. Current Appointed employees with leave hour account balances under Plan A or Plan B, and who execute a release of all claims approved by the City Attorney's Office, shall, in addition to the severance benefit provided under paragraph 1., or paragraph 2., or paragraph 3. in this section XVI. A., receive a severance benefit equal to the "retirement benefit" value

provided under section VIII, E, 4. or VIII.F:8, if separation is involuntary and not for cause.

~~6. Current Executive Employees Appointed As Executives on or After January 1, 2000. Executive employees, appointed as Executives on or after January 1, 2000, who are terminated not for cause, shall receive a severance benefit, but only for an involuntary termination from City employment.~~

~~a. Except for the position of Chief Administrative Officer, the severance benefit for said employees shall be: One week's base salary pay, determined on the effective date of termination, for each year of City employment calculated on a pro-rata basis, not to exceed 6 weeks' base salary.~~

~~b. The severance benefit for Chief Administrative Officer shall be: One month's base salary pay, determined on the effective date of termination, for each year of City employment calculated on a pro-rata basis, not to exceed 6 months' base salary.~~

~~7. Exception: The Mayor, with the prior written advice and consent of the City Council, may in a writing filed with the City Recorder, grant a larger severance benefit than specified under 3. above, if one is necessary to meet employment market conditions or where it would be in the City's best interests to do so.~~

~~5.5 Not Eligible for Benefit. The severance benefit provided herein shall not be granted to the following employees:~~

~~a. An employee who, at the time of termination of employment, has been convicted, indicted, charged or is under active criminal investigation concerning a public offense involving a felony or moral turpitude. This provision shall not restrict the award of full severance benefits should such employee subsequently be found not guilty of such charge or if the charges are otherwise dismissed.~~

~~b. An employee who has been terminated or asked for a resignation by the Mayor, Chief Administrative Officer or Department Director under bona fide charges of nonfeasance, misfeasance or malfeasance in office.~~

~~c. An employee who fails to execute a Release of All Claims approved by the City Attorney's Office, where required as stipulated above.~~

Replaces Retirement Election. An employee who elects and is paid a benefit by the City pursuant to retirement election is not eligible to receive a severance benefit as provided herein, except as provided under paragraph A.1.a. above.

XVIII. AUTHORITY OF THE MAYOR AND CITY COUNCIL

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

XIX. APPROPRIATION OF FUNDS

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

APPENDIX A – ELECTED OFFICIALS SALARY SCHEDULE

Bi-Weekly Rates
July 1, ~~2007~~ 2008

Mayor	\$4,354.50 4390.19
Council Members	\$870.90 878.04

**APPENDIX B - Appointed Employees Bi-Weekly Salary Schedule and Pay Level Assignment
July 1, 2008**

Level	Min	Mid	Base Max	Top
099	\$6,371.20	\$8,283.20	\$9,111.20	\$10,192.80
098	\$4,100.80	\$5,325.60	\$5,858.40	\$6,550.00
097	\$3,024.14	\$4,320.20	\$4,752.22	\$5,616.26
001	\$4,100.80	\$5,325.60	\$5,858.40	\$6,550.40
002	\$3,728.00	\$4,841.60	\$5,325.60	\$5,955.20
003	\$3,420.00	\$4,441.60	\$4,886.40	\$5,463.20
004	\$3,137.60	\$4,075.20	\$4,482.40	\$5,012.00
005	\$2,905.60	\$3,773.60	\$4,150.40	\$4,640.80
006	\$2,690.40	\$3,493.60	\$3,843.20	\$4,297.60
007	\$2,514.40	\$3,264.80	\$3,592.00	\$4,016.00
008	\$2,349.60	\$3,051.20	\$3,356.80	\$3,753.60
009	\$2,196.00	\$2,852.00	\$3,136.80	\$3,508.00
010	\$2,052.00	\$2,665.60	\$2,932.00	\$3,278.40
011	\$1,936.00	\$2,514.40	\$2,765.60	\$3,092.80
012	\$1,826.40	\$2,372.00	\$2,609.60	\$2,917.60
013	\$1,723.20	\$2,237.60	\$2,461.60	\$2,752.80
014	\$1,625.60	\$2,111.20	\$2,322.40	\$2,596.80
015	\$1,533.60	\$1,992.00	\$2,191.20	\$2,449.60
016	\$1,446.40	\$1,879.20	\$2,067.20	\$2,311.20
017	\$1,364.80	\$1,772.80	\$1,949.60	\$2,180.00

No position may be removed from or added to this Appointed Employee Pay Plan without approval of the City Council.

Level	001	002	003
	Chief Administrative Officer City Attorney	Chief of Staff Police Chief Public Services Director Management Services Director Fire Chief Deputy City Attorney City Council Office Exec Director	Public Services Deputy Director Chief Information Officer Communication Director Senior Advisor - Mayor Finance Director City Prosecutor Airport Operations Director Airport Maintenance Director P. Util. Finance Administrator Airport Finance/Acct Director Planning Director
			Airport Engineering Director Airport Admin/Comm Director Redevelopment Director City Council Deputy Director Appointed Sr. City Attorney Airport Police Chief City Engineer Sr. Advisor for Econ Developmt Public Utilities Deputy Director

Level	004	005	006	007
	Assistant Police Chief Planning Director DCED Deputy Director City Treasurer Human Resources Director Deputy Fire Chief Airport Plan/Cap Prog Dir Wtr. Quality/Treat Administrator Dep City Eng/Major Projects	Youth Programs Director P.S. Fin/Admin Serv Director Building Official HAND Director Transportation Engineer Public Utilities Chief Engineer Civilian Review Bd Investigator Economic Development Director Sustainability Director	Sorensen Center Director Chief Procurement Officer City Courts Director Airport PR/Marketing Director Comp Adm/EE Rel Coordinator City Recorder	Public Policy Analyst Const Liaison/Pub Pol Analyst

Level	008	009	010	011
	Appointments Pending	Coord For Human Rights/Divers Assistant Communication Dir Assistant To Chief of Staff Youth City Programs Manager	Emergency Mgt Program Dir	Council Constituent Liaison Econ Dev Mgr Small Business Const Liaison/Budget Analyst Com Affairs/ADA Analyst Community Liaison

Level	012	013	014	015
	Appointments Pending	Assistant To The Mayor Administrative Assistant Off Mgr/Mayor/Comm Affair	Appointments Pending	Admin Asst To Office of Mayor Staff Assistant Admin Secretary II Management Support Coordinator Coalition Coordinator Executive Office Assistant

Level	016	017	097	099
	Appointments Pending	Appointments Pending	Justice Court Judge	Executive Director Of Airports
				098 Public Utilities Director DCED Director

APPENDIX B - EXECUTIVE SALARY SCHEDULE

Bi-Weekly Rates - July 1, 2007

Range	Class	Range Min	Range Mid	Base Max	Range Max	Position
	099	\$ 5,792.00	\$ 7,529.60	\$ 8,283.20	\$ 9,266.40	Executive Director of Airports
	001	\$ 3,728.00	\$ 4,841.60	\$ 5,326.40	\$ 5,956.00	City Attorney Chief Adm. Officer/Director, Mgt. Services
	002	\$ 3,402.40	\$ 4,419.20	\$ 4,861.60	\$ 5,435.20	Chief of Police Director - Public Utilities Director - Public Services Fire Chief Director - Community & Economic Development Executive Director - City Council Deputy Director - Management Services Deputy City Attorney
	003	\$ 3,215.20	\$ 4,148.80	\$ 4,563.20	\$ 5,081.60	Chief of Staff Senior Advisor Senior Advisor for Economic Development Executive Assistant - Police Deputy Director - Public Services Deputy Director - Public Utilities Director of Operations - Airport Director - Adm. & Commercial Services Director - Finance & Accounting - Airports Director of Airport Maintenance Director of Engineering - Airport City Engineer City Prosecutor Chief Information Officer Director, Redevelopment Finance Director
	004	\$ 2,927.20	\$ 3,776.00	\$ 4,153.60	\$ 4,625.60	Assistant Chief - Police Deputy Fire Chief Planning Director Deputy Director - City Council Deputy Director - DCED Division Director - Human Resources Mgt. Director - Budget & Policy Planning, Env. & Capital Prog. Director City Treasurer
	005	\$ 2,767.20	\$ 3,570.40	\$ 3,927.20	\$ 4,372.00	Building Official Transportation Engineer Administrator - Public Utilities Fin. & Admin. Chief Engineer - Public Utilities Adm. Services Director - Public Services Water Quality & Treatment Administrator Director, Housing & Neighborhood Development Assistant to Mayor - Policy & Spec. Projects Director of Youth Programs Sustainability Director
	006	\$ 2,568.80	\$ 3,314.40	\$ 3,645.60	\$ 4,060.00	Communications Director Recreation Director City Recorder Director - PR/Marketing - Airport City Courts Director Chief Procurement Officer

PLAN & SCHEDULE DELETED

No position(s) within this Executive Compensation Plan shall be removed from this Plan without authorization from the City Council.

No position(s) shall be added to this Plan without authorization from the City Council.

APPENDIX A

**SALARY BANDS FOR UN-CLASSIFIED EMPLOYEES
July 1, 2007**

BAND	UN-CLASSIFIED POSITION LEVEL	MIN	MAX
1	Clerical/Technical 1		
2	Clerical/Technical 2; Admin. Support 1		
3	Administrative Support 2		
4	Administrative Support 3		
5	Admin. Support 4	\$2,597	\$4,654
6	Admin. Support 5	\$5,625	\$10,083
7	Advisor	\$2,220	\$3,978
8	Sr. Adv.	\$4,809	\$8,619
		\$2,003	\$3,414
		\$4,341	\$7,397
		\$3,700	\$6,968
		\$1,555	\$2,733
		\$3,370	\$5,639
		\$1,361	\$2,275
		\$2,947	\$4,931
		\$1,175	\$2,025
		\$2,547	\$4,388
		\$678	\$1,552
		\$1,469	\$3,363

Bi-Weekly/Monthly Rates

No position(s) shall be removed from the Unclassified Compensation Plan and added to any other Compensation Plan without authorization from the City Council.

APPENDIX C EXECUTIVE-APPOINTED EMPLOYEE RETIREMENT

UTAH STATE RETIREMENT CONTRIBUTIONS FY 2007/2008 2008-2009

UTAH STATE RETIREMENT SYSTEM	EMPLOYEE CONTRIBUTION	TOTAL EMPLOYEE CONTRIBUTION PAID BY CITY	TOTAL EMPLOYER CONTRIBUTION	GRAND TOTAL CONTRIBUTION
<u>Exempt Plan</u>				
Department Heads	0	0	18%	18%
Acting/Interim Dept. Heads	0	0	18%	18%
Chief Administrative Officer	0	0	18%	18%
Mayor's Chief of Staff	0	0	18%	18%
Up to two additional senior executives in the Mayor's Office as specified by the Mayor	0	0	18%	18%
Executive Director, City Council	0	0	18%	18%
City Engineer	0	0	13%	13%
<u>Other Executives Appointed Employees</u>				
Public Employee Contributory Retirement System	6.00%	6.00%	7.61%	13.61%
Public Employee No Contributory Retirement System		0	11.62%	11.62%

APPENDIX D

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

SALT LAKE CITY POLICY MANUAL

FAMILY AND MEDICAL LEAVE ACT POLICY 3.01.07

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

I. THE FAMILY AND MEDICAL LEAVE ACT ("FMLA") IS A FEDERAL LAW

- A. Entitles eligible employees to job protected, unpaid leave for up to 12 weeks per qualifying 12 month period for certain qualifying events and health conditions
- B. Provides for continuation of group health plan benefits during FMLA leave
- C. Restores the employee to the same or an equivalent job upon return to work
- D. Protects the employee from discrimination as a result of taking FMLA leave

II. QUALIFYING EVENTS FOR WHICH FMLA CAN BE TAKEN

- A. The birth or adoption of a child;
- B. Placement of a foster child in the employee's home;
- C. A serious health condition of the employee; or
- D. The care for a spouse, child or parent with a serious health condition.

III. FMLA LEAVE WHEN HUSBAND AND WIFE BOTH WORK FOR THE CITY

- A. A husband and wife who are eligible for FMLA leave and are both employed by the City are limited to a combined total of 12 weeks of leave during the 12 month period if the leave is taken:
 - 1. for the birth of a child or to care for the child after the birth;
 - 2. for the placement of a child with the employee for adoption or foster care, or to care for the child after placement; or
 - 3. to care for the employee's parent with a serious health condition.
- B. Where the husband and wife both use a portion of the total 12 week FMLA leave entitlement for one of the purposes set forth in IIIA, above, the husband and wife each are entitled to the difference between the amount he/she has taken individually and 12 weeks for FMLA leave for a qualifying event other than those identified in IIIA.

APPENDIX D

IV. EMPLOYEE ELIGIBILITY

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

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

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

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

VI. EMPLOYEE RESPONSIBILITIES

An employee will:

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

VII. THE CITY'S RESPONSIBILITIES

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

- A. Maintain coverage of group health plan benefits at the level and under the conditions coverage would have been provided if the employee had continued in employment without utilizing FMLA leave.

APPENDIX D

- B. Determine and notify the employee whether the leave will be counted against the employee's FMLA leave entitlement.
- C. Provide the requirements for furnishing medical certification for a serious health condition of the employee or for the serious health condition of a parent, child, or spouse of the employee and the consequences for failing to do so;
- D. Notify the employee of the requirement to substitute paid leave for the FMLA leave.
- E. Notify the employee of the requirements for making the employee-paid portion of group health plan benefit premium payments and the consequences for failing to make timely payments.
- F. Notify the employee of the requirements to submit a fitness for duty certificate to be restored to employment.
- G. Notify the employee of his/her status as a "key employee," if applicable (See, XIID).
- H. Notify the employee of his/her right to return to his/her position or an equivalent position when leave is completed.
- I. Notify the employee of his/her potential liability to reimburse the City for the employer-paid group health plan benefit premium payments made while the employee is on unpaid FMLA leave, if the employee fails to return to work after the FMLA leave.

VIII. MEDICAL CERTIFICATION

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

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

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

- A. FMLA leave for qualifying events, other than the serious health condition of the employee
 - 1. Plan A

APPENDIX D

- a. paid leave comes first from dependent leave, in the amount allowed in the contract/compensation plan.
 - b. the remaining leave comes from the employee's vacation time.
2. Plan B
- a. either personal leave time and/or vacation time can be used
 - b. severance account hours can be used in the same manner as sick leave hours are allowed under Plan A.

FMLA leave 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 then be utilized in that order.

C. Compensatory time may be used for an FMLA reason but any period of leave paid from the employee's accrued compensatory time account **will not be counted** against the employee's FMLA leave entitlement.

D. Leave taken for a serious health condition covered under Workers' Compensation will be counted towards an employee's FMLA entitlement. Accrued paid leave may be used at the same time the employee is collecting a Workers' Compensation benefit only to the extent that it allows the employee to collect 100% of his/her net salary.

X. INTERMITTENT LEAVE

A. Leave may be taken intermittently or on a reduced leave schedule when medically necessary for medical treatment of a serious health condition, for recovery from such treatment or from the serious health condition, or when the serious health condition of a spouse, parent or child of the employee requires intermittent treatment and requires the employee's care and/or involvement in the treatment and or the care of the parent, child, or spouse.

1. When the need for intermittent or reduced schedule FMLA leave is foreseeable, the employee must make reasonable attempts to **arrange** the schedule of the leave so as not to unduly disrupt the City's operations.

B. The employee taking intermittent leave under the FMLA may be required to transfer temporarily to an available alternative position for which the employee is qualified. The alternative position must have equivalent pay and benefits and better accommodate recurring periods of leave than the employee's regular position. FMLA leave taken for the birth or adoption of a child or for the placement of a foster child in the employee's home cannot be taken on an intermittent or reduced leave schedule.

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XI. BENEFITS WHILE ON FMLA LEAVE

- A. For the duration of FMLA leave, the City will pay the City-paid portion of the premiums for group health plan benefit coverage, which includes medical insurance coverage, Basic Employee Term Life Insurance, and Short Term Disability Insurance, subject to Section XIA3.
1. While on FMLA leave utilizing paid leave, the employee-paid portion of the group health plan benefit premiums are deducted from employee's check as usual.
 2. When FMLA leave is unpaid, the employee must contact the Benefits Section of Human Resources (535-7900) to make arrangements to pay the employee portion of the insurance premiums. The employee and employer will agree in writing as to the way the employee-paid portion of the group health benefit plan premium payments will be paid, under the four allowable options:
 - a. Payment would be due at the same time as it would be made if by payroll deduction;
 - b. Payment would be due on the same schedule as payments are made under COBRA;
 - c. Payment would be prepaid pursuant to a cafeteria plan at the employee's option; or
 - d. Prepayment of the employee-paid portion of the group benefit plan premiums through increased payroll deductions before the leave is taken, when the need for unpaid FMLA leave is foreseeable, or payment of the employee-paid portion of the group benefit plan premiums through increased deductions after the employee returns to work following unpaid FMLA leave when the need for unpaid FMLA leave is not foreseeable.
 3. **If the employee-paid portion of the group health plan benefit premium is more than 30 days late, the City's obligation to maintain group health plan insurance coverage will cease.**
 - a. The City, through its designee, will provide written notice at least 15 days prior to the date coverage will be cancelled that payment has not been received.
 - b. The employee will have 15 days after the date of notification, or 30 days from the date the premium was due, whichever is greater, to make the required premium payment(s).
 - c. If the employee fails to pay his/her portion of the group health plan benefit premium(s), the employee will lose his/her group health plan benefit coverage.
- B. The City is not responsible for maintaining non-health care related benefits paid directly by the employee through voluntary deductions (dental, supplemental and dependent life insurance, accident insurance plans, or LTD). It is the employee's responsibility to make arrangements through the Benefits Section of Human

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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