

SALT LAKE CITY ORDINANCE

No. ____ of 2009

(Adopting the proposed rate of tax levy upon all real and personal property within Salt Lake City, made taxable by law for fiscal year 2009-2010)

AN ORDINANCE ADOPTING THE PROPOSED RATE OF TAX LEVY UPON ALL REAL AND PERSONAL PROPERTY WITHIN SALT LAKE CITY MADE TAXABLE BY LAW FOR FISCAL YEAR 2009-2010.

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

PREAMBLE

Chapter 2, Title 59 of the Utah Code states that the governing body of each city shall, by ordinance or resolution, adopt a proposed tax levy or, if the tax rate is not more than the certified tax rate, a final tax levy on the real and personal property for various municipal purposes. Chapter 2, Title 59, of the Utah Code provides for certain notice and hearing requirements if the proposed tax rate exceeds the certified tax rate. In that event, the proposed tax rate does not become final unless approved by resolution of the City Council following such notice and public hearing. It is the intent of Salt Lake City to comply with the mandate of the Utah Legislature, but reserve in itself the power to amend the tax rates set herein to guarantee, after final appraisal figures have been determined, that it neither exceeds nor falls short in raising the amount required for its governmental operations and in exercising its taxing authority granted by the Legislature.

It is the intent of Salt Lake City to adopt a total tax rate for the general fund that will raise \$62,790,807, including \$952,419 in new growth property tax revenue based on information provided by the Salt Lake County Auditor on June 9, 2009 (Exhibit A hereto)

and \$1,400,000 in property tax stabilization revenue which the City acknowledges will require a truth in taxation hearing. Similarly it is the intent of the Salt Lake City to adopt a tax rate for the Library that will raise \$12,347,704 including \$199,508 in new growth property tax revenue and \$134,121 in property tax stabilization revenue based on information provided by the Salt Lake County Auditor on June 9, 2009. Further, it is the intent of the City to levy an additional tax, if necessary, to cover costs of State legislative mandates or judicial or administrative orders under Chapter 2, Title 59 of the Utah Code, for both the City and the Library.

SECTION 1. PURPOSE. The purpose of this ordinance is to adopt a tax levy, pursuant to Chapter 2, Title 59 of the Utah Code, upon all real and personal property within Salt Lake City made taxable by law during fiscal year 2009-2010 to defray the necessary and proper expenses of Salt Lake City to maintain the government thereof and for operating and maintaining its libraries and reading rooms and to pay for costs of State legislative mandates or judicial or administrative orders under Chapter 2, Title 59 of the Utah Code.

SECTION 2. TAX LEVY: 2009-2010. Based on assessed value information provided by the Salt Lake County Auditor on June 9, 2009, the City Council hereby adopts the following levy, subject to Chapter 2 Title 59 of the Utah Code, upon all real and personal property within Salt Lake City made taxable by law, for the fiscal year of Salt Lake City beginning July 1, 2009 and ending June 30, 2010, a tax of 0.004660 on each dollar of taxable valuation of said property apportioned as follows:

(a) .003349 shall be credited as revenue in the general fund, generating \$54,003,556 in revenue;

(b) .000763 shall be credited as revenue in the special library fund, generating \$12,308,132;

(c) .000530 shall be credited toward repayment of General Obligation Bonds, generating \$8,546,397, in revenue;

(d) .000002 shall be credited to the judgment levy for the library fund, generating \$39,572 in revenue;

(e) .000015 shall be credited to the judgment levy for general fund, generating \$240,854 in revenue;

To the extent necessary, the City Council hereby further levies a tax to cover the additional costs of State legislative mandates or judicial or administrative orders under Chapter 2, Title 59 of the Utah Code as determined by the Utah State Tax Commission and the Salt Lake County Auditor's Office.

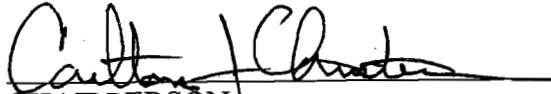
Said tax levies in this Section 2 shall be subject to Mayor approval and City Council reconsideration pursuant to § 10-3b-204 of the Utah Code.

SECTION 3. CERTIFIED TO AUDITOR. The tax levies hereinabove determined and levied shall be certified by the City Recorder to the Auditor of Salt Lake County, State of Utah, pursuant to the provisions of Chapter 2, Title 59 of the Utah Code.

SECTION 4. RESERVE POWER AND RIGHT TO AMEND. The City hereby expressly reserves the power and right to amend any property tax levy made herein as it may deem just, proper and appropriate under the law.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective on July 1, 2009.

Passed by the City Council of Salt Lake City, Utah, this _____ day of _____, 2009.


CHAIRPERSON

ATTEST:

CHIEF DEPUTY CITY RECORDER

Transmitted to the Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

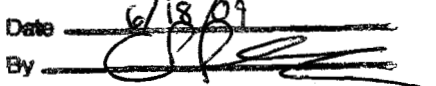
ATTEST:

CHIEF DEPUTY CITY RECORDER

(SEAL)

Bill No. _____ of 2009.
Published: _____.

HB_ATTYY-#5184-v2-Adopting_the_rate_of_tax_levy.DOC

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 6/18/09
By 

SALT LAKE CITY ORDINANCE
No. _____ of 2009
(Increases to Business Regulatory Fees and Disproportionate Fees)

An ordinance amending Schedule 1 of Title 5, listing regulatory fees, to add a regulatory fee for automobile towing businesses; and amending Schedule 2 of Title 5, listing disproportionate fees, to add a disproportionate fee for the retail sale of tobacco products.

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

SECTION 1. That Schedule 1 to Title 5 of the Salt Lake City Code, relating to business regulatory fees, be, and the same hereby is, amended as follows:

SCHEDULE 1

The following classes of businesses, listed with their subclasses, shall be charged the following annual regulatory fees. The listed fee includes the charge for one background check where required. For each additional background check per business there shall be a fee of one hundred thirty three dollars (\$133.00).

Classes And Subclasses Of Businesses	Regulatory Fee
1. Pawnshop and secondhand dealer	
PAWNBROKER	
Fee per business	\$1250.00
SECONDHAND COMPACT DISK EXCHANGE DEALER	
Fee per business	375.00
SECONDHAND	
COMPUTER EXCHANGE DEALER	
Fee per business	166.00
2. Transportation vehicles	
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY	

	Fee per business (new application)	140.00
	Fee per business (renewal)	0.00
	HORSEDRAWN CARRIAGE	
	Fee per business	40.00
3.	Apartments	
	APARTMENT UNITS	
	Fee per rental unit	15.00
4.	Class A beer	
	Fee per license	238.00
5.	Class B beer	
	Fee per license	188.00
6.	Class C beer	
	Fee per license	266.00
7.	Class D beer special event	
	Fee per event	188.00
8.	Class E beer	
	Fee per license	213.00
9.	Class F brewpub/microbrewery	
	Fee per license	188.00
10.	Seasonal beer	
	Fee per license	188.00
11.	Class A private club	
	Fee per business	334.00
12.	Class B private club	

	Fee per business	334.00	
13.	Class C private club		
	Fee per business	334.00	
14.	Class D private club	334.00	
15.	Class E private club	70.00	
16.	Liquor consumption		
	Fee per license	20.00	
17.	Government owned alcohol related business		
	Fee per business	133.00	
18.	Auctioneer		
	Fee per auctioneer	100.00	
19.	Auction		
	AUCTION HOUSE-TRANSIENT		
	Fee per business, per day	188.00	
20.	Room rental (other than apartments)		
	BOARDING AND ROOMING HOUSE		
	Fee per rental unit	4.00	
	HOTEL		
	Fee per rental unit	4.00	MOTEL
	Fee per rental unit	4.00	
21.	Entertainment		
	CONCERT		
	Fee per exhibition room	70.00	
	DANCE HALL		

	Fee per room	13.00
	LIVE ENTERTAINMENT	
	Fee per exhibition room	0.00
	THEATER-LIVE	
	Fee per exhibition room	100.00
	THEATER MOTION PICTURE	
	Fee per screen	0.00
22.	Dating/marriage	
	Fee per business	80.00
23.	Fireworks	
	FIREWORKS-INSIDE	
	FIREWORKS-OUTSIDE	
	Fee per location	61.00
24.	Gas/oil	
	WHOLESALE GAS	
	Fee (total per year)	203.00
25.	Sexually oriented	
	ADULT BUSINESS	
	Fee per business	288.00
	NUDE AGENCY	
	Fee per business	750.00
	NUDE ENTERTAINMENT BUSINESS	
	Fee per business	288.00
	SEMINUDE DANCE AGENCY	

Fee per business 290.00

SEMINUDE DANCING BAR

Fee per business 222.00

SEXUALLY ORIENTED BUSINESS OUTCALL AGENCY

Fee per agency 1,000.00

26. Sexually oriented

ADULT EMPLOYEE (NONESCORT)

Fee per employee 175.00

SEXUALLY ORIENTED BUSINESS OUTCALL

NONPERFORMER (NONESCORT)

Fee per employee 175.00

27. Sexually oriented

The fee contained in this section shall be prorated as follows: If 180 days or fewer remain before the employer's license expires, the fee shall be 50 percent of the full fee. If 181 days or more remain before the employer's license expires, the full fee shall be charged.

NUDE PERFORMER EMPLOYEE

Fee per nude/seminude performer 200.00

SEMINUDE DANCE PERFORMER

Fee per nude/seminude performer 200.00

SEMINUDE PERFORMER EMPLOYEE

Same as Seminude Dance Performer

28. Sexually oriented business

The fee contained in this section shall be prorated as follows: If 180 days or fewer remain before the employer's license expires, the fee shall be 50 percent of the full fee. If 181 days or more remain before the employer's license expires, the full fee shall be charged.

SEXUALLY ORIENTED BUSINESS OUTCALL

PERFORMER (ESCORT)

Fee per outcall performer	750.00
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29. Sexually oriented

SEXUALLY ORIENTED BUSINESS TRANSFER

Fee per performer transfer	70.00
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30. Sexually oriented business

PHOTOGRAPHY, ADULT

Fee per photographer	140.00
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31. Solicitor

Fee per individual	100.00
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32. Amusement devices/billiards

AMUSEMENT DEVICES

Fee per device	2.50
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BILLIARDS

Fee per device	2.5033.	Miscellaneous
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ICE CREAM VENDORS

Fee per business	25.00
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LOCKSMITHS

Fee per business	0.00
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PEDICABS

Fee per business 0.00

SIDEWALK VENDING/SNOW CART

Fee per business 0.00

33. Automobile Towing/Wrecking 15.00

SECTION 1. That Schedule 2 to Title 5 of the Salt Lake City Code, relating to business disproportionate fees, be, and the same hereby is, amended as follows:

SCHEDULE 2

The following classes of businesses, listed with their subclasses, shall be charged the following annual disproportionate fees.

1. Amusement Devices/Billiards \$20.00/business
2. AUTOMOBILES
 - Automobile Dealers 45.00
 - Automobile Parts Sales 85.00
 - Automobile Rental Agencies 20.00
 - Automobile Repair 45.00
 - Automobile Towing/Wrecking 15.00
3. Banks 100.00
4. Child Care Facilities 100.00
5. Clothing Sales 75.00
6. Construction Businesses 20.00
7. Convalescent and Retirement Facilities 120.00
8. Dance Halls 15.00
9. Dry Cleaning and Laundry 100.00

10.	Electronic Goods Sales	120.00
11.	Engineering	20.00
12.	Furniture Sales	45.00
13.	Gasoline Stations	120.00
14.	Grocery/Convenience Store (including gasoline)	
		100.00
15.	Hardware Sales	100.00
16.	Health Care Facilities; Hospitals	35.00
17.	Interior Design	20.00
18.	Janitorial	55.00
19.	Lawyers	15.00
20.	Live Entertainment; Concerts	15.00
21.	Manufacturing	35.00
22.	Miscellaneous Retail/Wholesale Sales	35.00
23.	Miscellaneous Services	20.00
24.	Motion Picture Theater	75.00
25.	Real Estate Agency	15.00
26.	Restaurants; Cafeterias	75.00
27.	RV Parks and Campgrounds	20.00/space
28.	Shipping Companies	35.00
29.	Sporting Goods Sales	35.00
30.	Storage Services	45.00
31.	Wholesale Gas and Oil Businesses	20.00
32.	<u>Retail Sale of Tobacco Products*</u>	<u>85.00</u>

* Includes grocery stores, convenience stores, taverns, private clubs, hotels, motels, and restaurants.

SECTION 3. That this ordinance shall take effect October 1, 2009.

Passed by the City Council of Salt Lake City, Utah this _____ day of _____, 2009.

CHAIRPERSON

ATTEST:

CITY RECORDER

Transmitted to Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

CHIEF DEPUTY CITY RECORDER

(SEAL)

Bill No. _____ of 2009.

Published: _____.

HB_ATTYY-#8207-v1-amending_5_04_070_increasing_business_license_fees.DOC

SALT LAKE CITY ORDINANCE
No. _____ of 2009
(Amendment to Stormwater Rate Ordinance)

An ordinance amending Section 17.81.200, *Salt Lake City Code*, relating to stormwater rates.

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

SECTION 1. That Section 17.81.200, *Salt Lake City Code*, pertaining to stormwater sewer service fees, rates and charges is hereby amended, effective for all billings periods after and including January 1, 2010, and thereafter until further amended, to read as follows

17.81.200: System of Rates and Charges:

- A. **Generally:** There are hereby imposed stormwater sewer service fees, rates and charges on the owner of each developed parcel within the city, except: 1) governmentally owned streets, and 2) parcels on which are located stormwater sewer facilities operated and maintained by, or for, the county. The charges shall fund the administration, planning, design, construction, water quality programming, operation, maintenance and repair of existing and future stormwater sewer facilities.
- B. **Residential Service Charges:** Residential service charges for use of the stormwater sewer system shall be as follows:
1. Single-family residential and duplex parcels, less than or equal to 0.25 acre, shall constitute one ERU and are charged ~~three-four~~ four dollars (\$34.00) per month.
 2. Single-family or duplex parcels greater than 0.25 acre shall constitute 1.4 ERUs and are charged ~~four-five~~ four dollars ~~twenty-sixty~~ sixty cents (\$4.25.60) per month (tier 2).
 3. All triplex and fourplex residential parcels shall constitute two (2) ERUs and are charged ~~six-eight~~ six dollars (\$68.00) per month (tier 3).
- C. **Undeveloped Parcels:** Undeveloped parcels shall not be assessed a stormwater service charge.
- D. **Other Parcels:** The charge for all other parcels shall be based upon the total square footage of measured impervious surface, divided by two thousand five hundred (2,500) square feet, or one ERU, and rounded to the nearest whole number. The actual total monthly service charge shall be computed by multiplying the total ERUs for a parcel by the monthly rate of ~~three-four~~ four dollars (\$34.00).

E. **Credit For On Parcel Mitigation:** Nonresidential parcels with on site stormwater detention or retention facilities are eligible for a service charge credit upon application to the director by the person owning the parcel, or such person's agent. The amount of credit, if any, for on site detention or retention facilities is based on the following formula:

$$P = 0.25 + 0.70 (\text{factor}) + 0.05 (\text{permit})$$

The foregoing symbols have the following meanings:

P	Percentage of total service charge to be applied to each parcel.
0.25	Represents ten percent (10%) for department administration cost plus fifteen percent (15%) for utility operation and maintenance costs (half of the estimated total cost for utility operation and maintenance).
0.70	Represents fifteen percent (15%) for utility operation and maintenance (half of the estimated total cost for utility operation and maintenance) plus fifty five percent (55%) for a utility capital improvement program.
Factor	Restricted discharge (Qr) from a developed parcel divided by the peak discharge (Qp) from the same developed parcel which would result if the flow restriction facilities were not in place.
0.05	Represents five percent (5%) for NPDES stormwater permit for the parcel.
Permit	The rate adjustment, which applies when the parcel has an NPDES discharge permit from the state, will be equal to zero. When the parcel is included in the city NPDES permit, this rate adjustment is equal to one.

1. Mitigation credit is available only for those nonresidential parcels whose stormwater facilities meet the city's design and maintenance standards.

2. The director shall provide a complete on site mitigation evaluation at the request and expense of the person owning the parcel, or the owner's duly authorized agent.

F. **Low Income Abatement:** A person who owns a single-family residential parcel and is qualified for an abatement of the minimum monthly water charge pursuant to section 17.16.670 of this title shall be eligible for a fifty percent (50%) reduction of the service charge for such parcel.

G. **Nonservice Abatement:** A parcel which is not directly or indirectly benefited by the stormwater sewer utility shall be entitled to an abatement of the service charge for

said parcel. In order to receive such abatement, the owner, or the owner's agent, shall apply, in writing, to the director pursuant to section 17.81.500 of this chapter.

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

Passed by the City Council of Salt Lake City, Utah this _____ day of _____, 2009.

CHAIRPERSON

ATTEST:

CHIEF DEPUTY CITY RECORDER

Transmitted to Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

CHIEF DEPUTY CITY RECORDER

(SEAL)

Bill No. _____ of 2009.
Published: _____.

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 6/16/09
By ERL

SALT LAKE CITY ORDINANCE
No. _____ of 2009
(Increasing Certain Cemetery Fees)

An ordinance amending Chapter 15.24., *Salt Lake City Code*, increasing certain cemetery fees.

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

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

15.24.120 Price For Gravesites:

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

A. Adult Gravesite: Beginning July 1, 2009~~8~~, the price for an adult gravesite shall be ~~eight-seven~~ hundred ~~eighty-seventy~~ dollars (~~\$870~~780.00) for Salt Lake City residents and one thousand ~~four-two~~ hundred ~~forty-seven-seventy~~ four dollars (~~\$1,447~~1,274.00) for non-Salt Lake City residents.

B. Infant Gravesite: Beginning July 1, 2009~~8~~, the price for an infant gravesite shall be five hundred ~~forty-sixteen~~ dollars (~~\$540~~516.00) for Salt Lake City residents and eight hundred ~~twelve-seventy~~ dollars (~~\$870~~812.00) for non-Salt Lake City residents.

SECTION 2. That Section 15.24.180, *Salt Lake City Code*, pertaining to transfer of certificate - recording fee be, and the same hereby is, amended to read as follows:

15.24.180 Transfer of Certificate - Recording Fee:

The fee for recording a transfer of the certificate of burial rights from the original purchaser to another party shall be thirty ~~three-seven~~ dollars (~~\$33~~37.00). No such transfer

shall be binding upon the city until such transfer fee has been paid and the transfer recorded by the city sexton/maintenance supervisor.

SECTION 3. That Section 15.24.220, *Salt Lake City Code*, pertaining to lots - continuing care required be, and the same hereby is, amended to read as follows:

15.24.220 Lots - Continuing Care Required:

A. All lots in the city cemetery shall be continually maintained by the city, ~~whether sold with or without continuing care.~~ Beginning July 1, 2009~~8~~, the sale of the burial right to any lot that may have been sold without continuing care shall be subject to a continuing care feecharge of two hundred twenty-sixty four dollars (\$220264.00) for adult Salt Lake City residents, and three-four hundred eighty-five-sixty two dollars (\$385462.00) for adult non-Salt Lake City residents, one hundred thirty two dollars (\$132.00) for infant Salt Lake City residents, and two hundred thirty two dollars (\$232.00) for infant non-Salt Lake City residents. Said ~~feecharge~~ shall be collected from the lot owner or person ~~purchasing the burial right to~~ interested in such lot, and in consideration of the payment of said ~~feesum~~ the city shall continually care for and maintain such lot until said lot is transferred to another party. Beginning July 1, 2009~~8~~, upon any sale or other transfer of the burial right to any cemetery lot, a continuing care feecharge of seven-nine hundred twenty four seventy-dollars (\$770924.00) per lot shall be payable to the city by the transferee.

B. No grave opening upon any lot shall be authorized by the city sexton/maintenance supervisor if a continuing care fee is owed upon such lot until such fee the charge provided in this section is paid. The execution of an installment note in

accordance with the provisions of this chapter shall be deemed payment in order to authorize grave openings.

SECTION 4. That Section 15.24.290, *Salt Lake City Code*, pertaining to fees for city sexton/maintenance supervisor's services be, and the same hereby is, amended to read as follows:

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

A. Beginning July 1, 2009~~8~~, the city sexton/maintenance supervisor shall collect from those requiring his/her services, the following fees:

1. For opening and closing a single infant grave of five feet (5') in length or less, three hundred ~~thirty-sixty three~~ thirty three dollars (~~\$330~~363.00) for Salt Lake City residents and ~~five-six~~ five hundred ~~seventy-seven-thirty five~~ seventy seven dollars (~~\$577~~635.00) for non-Salt Lake City residents;

2. For opening and closing a single adult grave for cement receptacle, ~~five-six~~ five hundred ~~fifty-five~~ sixty five dollars (~~\$550~~605.00) for Salt Lake City residents and ~~one thousand nine-hundred-sixty-two-fifty eight~~ one thousand nine hundred dollars (~~\$962~~1,058.00) for non-Salt Lake City residents;

3. Fees for removal of remains of deceased individuals:

a. Adult removal from existing grave: one thousand ~~one-two~~ two hundred ~~ten~~ ten dollars (~~\$1,100~~1,210.00),

b. Infant removal from existing grave: ~~five-six~~ five hundred ~~fifty-five~~ sixty five dollars (~~\$550~~605.00),

c. Removal of cremains: four hundred ~~forty-eight four~~ forty eight dollars (~~\$440~~484.00);

4. For the burial of cremains, ~~two~~three hundred ~~seventy-five~~three dollars (\$~~275~~303.00) for Salt Lake City residents and ~~four~~five hundred ~~eighty-four~~thirty three dollars (\$~~484~~533.00) for non-Salt Lake City residents;

5. For opening and closing a double deep grave, ~~six~~seven hundred ~~twenty~~sixty dollars (\$~~660~~726.00) for Salt Lake City residents and one thousand ~~one~~two hundred ~~fifty~~five ~~seventy one~~ dollars (\$~~1,155~~1,271.00) for non-Salt Lake City residents;

6. For opening and closing the top of an existing double deep grave, ~~five~~six hundred ~~fifty~~five dollars (\$~~550~~605.00) for Salt Lake City residents and ~~nine~~one thousand ~~hundred~~hundred ~~sixty-two~~fifty eight dollars (\$~~962~~1,058.00) for non-Salt Lake City residents ;

7. Fees for removal and lowering of deceased individuals:

a. Adult Salt Lake City resident: one thousand ~~six~~eight hundred ~~fifty~~fifteen dollars (\$~~1,650~~1,815.00),

b. Adult non-Salt Lake City resident: two thousand ~~thirty-five~~two hundred thirty nine dollars (\$~~2,035~~2,239.00),

c. Infant Salt Lake City resident: one thousand ~~two~~three hundred ~~ten~~thirty one dollars (\$~~1,210~~1,331.00),

d. Infant non-Salt Lake City resident: one thousand ~~four~~six hundred ~~eighty-five~~thirty four dollars (\$~~1,485~~1,634.00);

8. For marker monitoring fees:

a. Ground level marker: ~~fifty~~five ~~sixty~~one dollars (\$~~55~~61.00),

b. Upright marker: one hundred ~~ten~~twenty one dollars (\$~~110~~121.00).

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

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

a. ~~Nine~~ One thousand hundred thirty five twenty nine dollars (\$~~935~~1,029.00).

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

a. ~~Five~~ Nine hundred ~~fifty~~ thirty five dollars (\$~~550~~935.00).

B. Beginning July 1, 2009~~8~~, for burials not completed by four o'clock (4:00) P.M. on any day, a fee of one hundred ~~fifty four~~ seventy dollars (\$~~154~~170.00) per hour shall be charged in addition to any other fees and costs provided for in this chapter.

C. Beginning July 1, 2009~~8~~, for any burial on a Saturday, a fee of ~~two~~ three hundred dollars (\$~~200~~300.00) shall be charged in addition to any other fees and costs provided for in this chapter.

D. Beginning July 1, 2009~~8~~, for any burial on a Sunday or holiday, a fee of ~~three~~ four hundred ~~eight~~ sixty two dollars (\$~~308~~462.00) shall be charged in addition to any other fees and costs provided for in this chapter.

SECTION 4. This ordinance shall take effect on July 1, 2009.

Passed by the City Council of Salt Lake City, Utah this _____ day of _____, 2009.

CHAIRPERSON

ATTEST:

CITY RECORDER

Transmitted to Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

ATTEST:

CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 6-12-09
By [Signature]

(SEAL)

Bill No. _____ of 2009.
Published: _____.

SALT LAKE CITY ORDINANCE
No. _____ of 2009
(Parking fees for Library Square)

An ordinance enacting Section 12.56.580 of the Salt Lake City Code, relating to parking fees for the underground parking lot of Library Square.

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

SECTION 1. That Section 12.56.580 of the Salt Lake City Code, relating to parking fees for the underground parking lot of Library Square be, and the same hereby is, enacted as follows:

12.56.580 Parking at Underground Parking Lot of Library Square – Rates:

A. For purposes of this section, “Library Square” means Block 37 between 400 South and 500 South Streets and 200 East and 300 East Streets in Salt Lake City, Utah.

B. Except as provided in subsection (C), the rates to be charged to the public for parking in the underground parking lot of Library Square shall be: (1) no charge for the first 30 minutes; and (2) one dollar and twenty-five cents (\$1.25) for each 30-minute period thereafter. After the first 30 minutes, parking for any portion of a 30-minute period shall be deemed to be parking for the full 30-minute period.

C. For a vehicle displaying a disability special group license plate or a disability windshield placard, the rates to be charged to the public for parking in the underground parking lot of Library Square shall be: (1) no charge for the first two hours; and (2) one dollar and twenty-five cents (\$1.25) for each 30-minute period thereafter. After the first two hours, parking for any portion of a 30-minute period shall be deemed to be parking for the full 30-minute period.

D. The mayor or the mayor's designee is hereby authorized to adopt policies for the underground parking lot of Library Square, after consulting with the Library Director. Those policies may cover subjects such as exempting Library employees and City employees from the payment of the parking fees, and the use of the parking lot for special events and in special circumstances.

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

Passed by the City Council of Salt Lake City, Utah this _____ day of _____, 2009.

CHAIRPERSON

ATTEST:

CHIEF DEPUTY CITY RECORDER

Transmitted to Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

CITY RECORDER

(SEAL)

Bill No. _____ of 2009.

Published: _____.

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 6-12-09
By Boyd Ferguson

SALT LAKE CITY ORDINANCE

No. _____ of 2009

(Setting Ground Transportation Fees and Requiring City Council Approval for Changes)

An ordinance amending Sections 5.71.220 and 5.71.290 of the Salt Lake City Code, setting vehicle inspection fees and vehicle operator certificate application fees and requiring City Council approval for changes.

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

SECTION 1. That Section 5.71.220 of the Salt Lake City Code, relating to vehicle inspection fees be, and the same hereby is, amended as follows:

5.71.220: Other Inspections; Fees:

The inspections provided for in this chapter shall be in addition to any other inspections required by law. ~~The city may charge fees for the inspections provided for in this chapter. Fees shall be established by the department in the amounts necessary to recover the city's costs for administering inspections under this chapter.~~ The fee for a vehicle inspection is ninety dollars (\$90.00). There is no additional fee for a vehicle reinspection. There is no fee for a missed vehicle inspection appointment. None of the fees provided in this section may be changed without the approval of the City Council.

SECTION 2. That Section 5.71.290 of the Salt Lake City Code, relating to application fees for vehicle operator certificates be, and the same hereby is, amended as follows:

5.71.290 Application Fee Required:

At the time an application is filed, the applicant shall pay to the city a fee of one hundred twelve dollars (\$112.00). ~~The city may adjust such fee after July 1, 2008, and thereafter on an annual basis in order to recover the costs of administering the city's ground~~

~~transportation programs.~~ If a ground transportation vehicle operator is working for more than one company, he or she must submit an application for each company. There is no additional fee for such applications. There is no fee for replacement of a lost or stolen vehicle operator's certificate. None of the fees provided in this section may be changed without the approval of the City Council.

SECTION 3. That this ordinance shall take effect July 1, 2009.

Passed by the City Council of Salt Lake City, Utah this _____ day of _____, 2009.

CHAIRPERSON

ATTEST:

CHIEF DEPUTY CITY RECORDER

Transmitted to Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

CHIEF DEPUTY CITY RECORDER

(SEAL)

Bill No. _____ of 2009.

Published: _____

HB_ATT#8759-v1-amending_5_71_approval_of_ground_transportation_fees.DOC

SALT LAKE CITY ORDINANCE
No. _____ of 2009
(Amending Section 5.65.030 Vending Cart Fee)

An Ordinance Amending Section 5.65.030, Salt Lake City Code, Pertaining to Business License, Revocable Land Use Permit, and Fees Required for Vending Cart Operators.

WHEREAS, the City Council has concluded that the proposed amendment in the best interest of the City.

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

SECTION 1. Amending Section 5.65.030 Business License, Revocable Land Use Permit, And Fees Required for Vending Carts: That Section 5.65.030 of the *Salt Lake City Code*, pertaining to Business License, Revocable Land Use Permit, And Fees Required be, and hereby is, enacted to read as follows:

5.65.030 Business License, Revocable Land Use Permit, And Fees Required:

No person shall conduct business on any city sidewalk, without first obtaining a valid base business license and entering into a revocable land use permit for the use of city property, and paying the required fees. In addition to the base business license fee, the annual revocable land use permit payment shall be ~~one~~two hundred ~~seventy five~~fifty dollars (~~\$175.00~~250.00).

SECTION 2. Effective Date. This Ordinance shall become effective on the date of its first publication.

Passed by the City Council of Salt Lake City, Utah this _____ day of _____,
2009.

CHAIRPERSON

ATTEST:

CITY RECORDER

Transmitted to Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

CITY RECORDER

(SEAL)

Bill No. _____ of 2009.

Published: _____.

HB_ATTU-#8904-v1-Amending_Scciton_5_65_030_Vending_Cart_Fee.DOC

SALT LAKE CITY ORDINANCE

No. _____ of 2009

(Approving Employee Overtime & Other Pay Allowances for
All non-represented Employees
of Salt Lake City)

AN ORDINANCE APPROVING EMPLOYEE OVERTIME & OTHER PAY
ALLOWANCES FOR ALL NON-REPRESENTED EMPLOYEES OF SALT LAKE
CITY.

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

SECTION 1. PURPOSE. The purpose of this Ordinance is to approve the attached Employee Overtime & Other Pay Allowances for all non-represented Salt Lake City employees. Three copies of said Employee Overtime & Other Pay Allowances shall be maintained in the City Recorder's Office for public inspection.

SECTION 2. APPLICATION. The Employee Overtime & Other Pay Allowances shall not apply to employees whose employment terminated prior to the effective date of this Ordinance.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be deemed effective on July 1, 2009.

Passed by the City Council of Salt Lake City, Utah, this _____ day of _____, 2009.

CHAIRPERSON

ATTEST:

CITY RECORDER

Transmitted to the Mayor on _____.

Mayor's Action: ____ Approved. ____ Vetoed.

MAYOR

ATTEST:

CITY RECORDER

(SEAL)

Bill No. _____ of 2009.

Published: _____.

“EMPLOYEE OVERTIME & OTHER PAY ALLOWANCES”

This ordinance shall apply to all City employees not otherwise represented by a recognized collective bargaining unit and not covered by the provisions of an applicable memorandum of understanding.

I. OVERTIME COMPENSATION

A. Payment of Overtime Compensation To Non-Exempt Employees.

Management may authorize or require FLSA non-exempt employees to perform City work on an overtime basis as defined by the Fair Labor Standards Act. Overtime shall be compensated by actual payment of 1 ½ times the regular hourly rate or given compensatory time off at a rate of 1 ½ times hours for each hour of compensable time for which overtime compensation is required.

1. In addition to hours actually worked, all holiday leave hours paid shall be used in the calculation of overtime. Determination whether an employee receives cash payment or compensatory time off shall be at the discretion of the Department Director, subject to the limitations of the Fair Labor Standards Act and City policy.

2. An employee may receive compensatory time for overtime up to a maximum of 80 hours. The City may, at its sole discretion, pay an employee for any or all accrued compensatory hours.

B. Labor Costs—Declared Emergency. The City may pay exempt “600 Series” and “Appointed” (excluding Department heads /officials) 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.

II. 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.

1. "Appointed" employees shall not be eligible for longevity benefits.
- B. Pension Base Pay. Longevity paid to full-time employees pursuant to paragraph A of this section shall be deemed included within base pay for purposes of pension contributions.
- C. Longevity pay 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 shall resume on the same basis as if the employee had not been on such leave of absence.

III. 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. Employees may be eligible for: (1) two hours of straight time pay for each 24 hour period of limited standby status; or (2) two 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/ Differential. Full-time "300 Series" and "600 Series" employees who work a swing shift or night shift may receive an allowance or differential.
1. All shift differential pay shall be included when computing overtime. Employees who are receiving the snow fighter corps differential pay shall not receive a shift differential while receiving snow fighter corps differential pay.
 2. Swing Shift: If the majority of the hours in a regularly scheduled shift are between the hours of 3:00 p.m. – ~~11:00~~ 10:00 p.m. and 4:00 a.m. – 9:00 a.m., a "300 Series" employee shall receive an allowance of \$0.70 for each hour of that shift; a full-time "600 Series" employee is eligible to receive an allowance not to exceed \$73.60 per pay period.
 3. Night Shift: If the majority of the hours in a regularly scheduled shift are between ~~11:00~~ 10:00 p.m. and ~~8:00~~ 4:00 a.m., a "300 Series" employee shall receive a premium of \$0.90 for each hour of that shift; a full-time "600 Series" employee is eligible to receive an allowance not to exceed \$97.43 per pay period.
 4. "700 Series Employees: Employees classified as "700 Series" may receive a shift differential based upon Department Director approval. The same rates paid for shift work performed by regular full-time employees in similar classifications apply.
- C. Police Lieutenant Shift Differential: Employees classified as "500 Series" Police Lieutenants shall be paid shift differentials according to the approved wage schedule. Shifts are to be determined as follows:
1. Day shift begins at 0500 hours until 1159 hours.
 2. Swing shift begins at 1200 hours until 1859 hours.
 3. Graveyard shift begins at 1900 hours until 0459 hours.
- D. Acting/Working out of Classification. Management, with guidance from a department head, may temporarily assign additional higher-level job duties to employees which may include some or all of the duties of a supervisor or other team member. In consultation with the Division of Human Resource Management, a department head may elect to grant additional compensation to an employee for work performed in an acting capacity or otherwise beyond the employee's regular job classification, as deemed appropriate.
1. Typically, additional compensation is provided when a temporary assignment lasts for more than 20 working days. Compensation adjustments may be retroactive to the start date of the temporary job assignment.
- E. 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 \$200 per pay period for the snowfighter season not to exceed \$2,000 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.

1. 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.
2. Any employee otherwise qualified for the allowance, who is absent from normal scheduled work more than five 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 this allowance.

IV. EDUCATION AND TRAINING PAY

A. 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.

1. Police Captains and Lieutenants are eligible for a \$500 per year job-related training allowance.
2. Fire Department employees shall be eligible for incentive pay following completion of degree requirements at a fully accredited college or university and submission of evidence of his/her diploma to the Fire Chief or designee. Education incentive pay shall be awarded according to the following monthly allowances according to the educational degree held:

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

- a. 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.

V. ALLOWANCES

A. Meal Allowance. Employees shall be eligible for meal allowances in the amount of \$10.00 when said employees work two or more hours consecutive to their normally scheduled shift, as pre-approved by their supervisor. Said employees may also receive \$10.00 for each additional four hour consecutive period of work which is in addition to the normally scheduled work shift, as preapproved by their supervisor.

1. Fire Department employees shall provided with adequate food and drink to maintain safety and performance during emergencies or extraordinary circumstances.

- 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.
 3. ~~A car allowance may be paid to Appointed employees, as determined by the Mayor, at a rate not to exceed \$400 per month.~~ A car allowance may be paid to Department Directors, the RDA Director and up to three employees in the Mayor's Office at a rate not to exceed \$400 per month as determined by the Mayor. A car allowance may be paid to the Council Executive Director at a rate not to exceed \$400 per month as determined by the Council Chair. A car allowance may be paid to specific Appointed employees at a rate not to exceed \$400 per month as recommended by the Mayor and approved by the Council.
- 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. Fire: "900 Series" Battalion Chiefs shall be provided uniforms and other job-related safety equipment, as needed. Employees may select uniforms and related equipment from an approved list. The total allowance provided shall be \$475 per year, or the amount received by the 400 Series employees, whichever is greater. Appointed employees shall be provided uniforms or uniform allowances to the extent stated in Fire Department policy.
 - a. Dangerous or contaminated safety equipment shall be cleaned, repaired, or replaced by the Fire Department.

6. Police: "800 Series" Police Lieutenants and Captains in uniform assignments, as determined by their Division Commander, may purchase authorized uniform items up to \$450.00 per fiscal year.

a. The City shall provide for the cleaning of uniforms as described in Police Department policy.

b. Employees in plainclothes assignments, as determined by their Division Commander, shall be provided a clothing and cleaning allowance of \$ 39.00 per pay period.

c. 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 shall be paid for by the Police Department.

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

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.

F. 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.

VI. SEVERANCE BENEFIT

A. Subject to availability of funds, any current Appointed employee who is not retained, not terminated for cause and who is separated from City employment involuntarily shall receive severance benefits based upon their respective appointment date.

Severance benefits shall be calculated using the employee's salary rate in effect on the employee's date of termination. Receipt of severance benefits is contingent upon execution of a release of all claims approved by the City Attorney's Office.

1. Current Appointed Employees Who Were Appointed Before January 1, 1989 shall receive a severance benefit equal to one month's base salary for each year of continuous City employment,

calculated on a pro-rata basis, for a total benefit of up to a maximum of six months.

2. Current Appointed employees appointed on or after January 1, 1989 and before January 1, 2000 shall receive a severance benefit equal to one months' base salary for each continuous year of City employment before January 1, 2000. Severance shall be calculated on a pro-rata basis for a total benefit of up to a maximum of six months.
 3. Current Department heads appointed on or after January 1, 2000 shall receive a severance benefit equal to two months' base salary after one full year of continuous City employment; four months' base salary after two full years of continuous City employment; or, six months' base salary after three full years or more of continuous City employment.
 4. Current Appointed employees who are not Department heads, and who were appointed on or after January 1, 2000 shall receive a severance benefit equal to one week's base salary for each year of continuous City employment, calculated on a pro-rata basis, for a total benefit of up to a maximum of six ~~months~~ weeks.
- B. Leave Payout: Appointed employees with leave hour account balances under Plan A or Plan B shall, in addition to the severance benefit provided, receive a severance benefit equal to the "retirement benefit" value provided under the leave plan of which they are a participant (either Plan A or Plan B), if separation is involuntary and not for cause.
- C. Not Eligible for Benefit. An Appointed employee is ineligible to be paid severance benefits under the following circumstances:
1. 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.
 2. An employee who has been terminated or asked for a resignation by the Mayor or Department Director under bona fide charges of nonfeasance, misfeasance or malfeasance in office.
 3. An employee who fails to execute a Release of All Claims approved by the City Attorney's Office, where required as stipulated above.



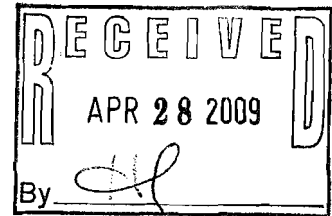
RECEIVED APR 28 2009


RALPH BECKER
MAYOR

SALT LAKE CITY CORPORATION

OFFICE OF THE MAYOR

CITY COUNCIL TRANSMITTAL




David Everitt, Chief of Staff

Date Received: 4/28/2009
Date sent to Council: 4/28/2009

TO: Salt Lake City Council
Carlton Christensen, Chair

DATE: April 28, 2009

FROM: David Everitt, Chief of Staff

SUBJECT: FY 2009-10 Budget-Related Ordinances

STAFF CONTACT: Gina Chamness, 535-7766

DOCUMENT TYPE: Ordinances

RECOMMENDATION: The Administration recommends the Council adopt this series of ordinances necessary to implement the FY 2009-10 budget recommendation. This transmittal includes ordinances that make changes in a variety of fee structures, makes changes in the organizational and fund structures, authorizes a compensation plan for non-represented City employees, and authorizes memorandums of understanding with the City's labor unions. In addition, this transmittal includes a resolution for the Council to adopt the Mayor's Recommended Budget as the tentative budget for the City.

BUDGET IMPACT: The overall impact of this series of budget ordinances will be discussed as part of the Mayor's Recommended Budget for FY 2009-10.

BACKGROUND/DISCUSSION: The Administration is forwarding a series of budget-related ordinances necessary to implement the Mayor's Recommended Budget for FY 2009-10. This recommendation will be delivered to the Council on May 5, 2009.

PUBLIC PROCESS: n/a



SALT LAKE CITY ORDINANCE

No. ____ of 2009

(Adopting the City budget, excluding the budget for the Library Fund which is separately adopted, and the employment staffing document of Salt Lake City, Utah for fiscal year 2009-2010)

AN ORDINANCE ADOPTING THE CITY BUDGET, EXCLUDING THE BUDGET FOR THE LIBRARY FUND WHICH IS SEPARATELY ADOPTED, AND THE EMPLOYMENT STAFFING DOCUMENT OF SALT LAKE CITY FOR FISCAL YEAR 2009-2010.

PREAMBLE

Pursuant to the provisions of Section 10-6-111 of the Utah Code, the City Budget Officer prepared and filed with the City Council a tentative budget in proper form for all funds for which budgets are required by said law, including tentative budgets for the general fund, the library fund, special revenue funds, debt service funds and the capital improvements funds for fiscal year 2009-2010. The tentative budget was accompanied by a budget message as required by law.

That tentative budget was adopted by the City Council, in Resolution No. ____ of 2009, on May ____, 2009.

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

The City budget officer has prepared a budget, in proper form, for all funds for which budgets are required by law. Section 2.52.020 of the Salt Lake City Code states in part that employment staffing documents shall be adopted as an element of the City's budget, or otherwise, as the City Council may require. Three copies of such documents have been filed for use and examination of the public in the Office of the City Recorder.

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

SECTION 1. PURPOSE. The purpose of this ordinance is to adopt a budget, except the budget for the Library Fund which is separately adopted, for fiscal year 2009-2010, and to adopt the employment staffing documents. All conditions precedent to the adoption of the budget, which includes the employment staffing documents, have been accomplished.

SECTION 2. ADOPTION OF BUDGET. The budget attached hereto and made a part of this Ordinance, shall be, and the same hereby is adopted as the budget of the City, excluding the budget for the Library Fund which is separately adopted, for the fiscal year beginning July 1, 2009 and ending June 30, 2010, in accordance with the requirements of Sections 10-6-105, 10-6-118 and 59-2-923 of the Utah Code, subject to the conditions set forth herein. The budget is subject to the approval of the Mayor and reconsideration of the City Council pursuant to Section 10-3b-204 of the Utah Code.

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

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

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

SECTION 6. EFFECTIVE DATE. This Ordinance shall be deemed effective on July 1, 2009.

Passed by the City Council of Salt Lake City, Utah, this _____ day of _____, 2009.

CHAIRPERSON

ATTEST:

CHIEF DEPUTY CITY RECORDER

Transmitted to the Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

ATTEST:

CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 4-21-09
By [Signature]

(SEAL)

Bill No. _____ of 2009.
Published: _____.

HB_ATTYY-#4082-v2-Adopt_final_budget_for_Library_Fund.DOC

SALT LAKE CITY ORDINANCE
No. ____ of 2009

(Adopting the budget for the Library Fund
of Salt Lake City, Utah for fiscal year 2009-2010)

AN ORDINANCE ADOPTING THE BUDGET FOR THE LIBRARY FUND OF
SALT LAKE CITY, UTAH FOR FISCAL YEAR 2009-2010.

PREAMBLE

Pursuant to the provisions of Section 10-6-111 of the Utah Code, the City Budget Officer prepared and filed with the City Council a tentative budget in proper form for all funds for which budgets are required by said law, including the tentative budget for the Library Fund, for fiscal year 2009-2010. The tentative budget was accompanied by a budget message as required by law.

The tentative budget, including the tentative budget for the Library Fund, was adopted by the City Council in Resolution No. ____ of 2009, on May ____, 2009.

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

The City budget officer has now prepared a budget for the Library Fund, in proper form.

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

SECTION 1. PURPOSE. The purpose of this ordinance is to adopt the budget for the Library Fund, for fiscal year 2009-2010. All conditions precedent to the adoption of the budget for the Library Fund have been accomplished.

SECTION 2. ADOPTION OF BUDGET. The budget attached hereto and made a part of this Ordinance, shall be, and the same hereby is adopted as the budget for the Library Fund of the City for the fiscal year beginning July 1, 2009 and ending June 30, 2010, in accordance with the requirements of Sections 10-6-105, 10-6-118 and 59-2-923 of the Utah Code. The budget for the Library Fund is subject to the approval of the Mayor and reconsideration of the City Council pursuant to Section 10-3-1214 of the Utah Code.

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

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

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective on July 1, 2009.

Passed by the City Council of Salt Lake City, Utah, this _____ day of _____, 2009.

CHAIRPERSON

ATTEST:

CHIEF DEPUTY CITY RECORDER

Transmitted to the Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

ATTEST:

CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 4-21-09
By [Signature]

(SEAL)

Bill No. _____ of 2009.
Published: _____.

HB_ATT-#5179-v1-Adopting_the_final_budget_for_the_Library_Fund_FY08-09.DOC

SALT LAKE CITY ORDINANCE
No. _____ of 2009
(Justice Court Judges' Salaries)

AN ORDINANCE APPROVING SALARIES FOR SALT LAKE CITY JUSTICE
COURT JUDGES FOR FISCAL YEAR 2009-2010.

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

SECTION 1. The salary level for Salt Lake City Justice Court Judges for Fiscal Year
2009–2010 be and is hereby established at \$8,708.27 per month.

SECTION 3. This ordinance shall be deemed effective on July 1, 2009.

Passed by the City Council of Salt Lake City, Utah this _____ day of _____,
2009.

CHAIRPERSON

ATTEST:

CITY RECORDER

Transmitted to Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

ATTEST:

CITY RECORDER

(SEAL)

Bill No. _____ of 2009.

Published: _____.

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 4-27-09
By [Signature]

SALT LAKE CITY ORDINANCE
No. _____ of 2009
(Amending Justice Court Provisions)

An ordinance adopting Section 2.84.090, *Salt Lake City Code*, pertaining to plea in abeyance fees for traffic violations.

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

SECTION 1. That Section 2.84.090, *Salt Lake City Code*, pertaining to plea in abeyance fees for traffic violations:

2.84.090 Plea in Abeyance Fees for Traffic Offenses:

- A. The city conducts a traffic school hearing program for traffic offenses, which is based upon the Uniform Bail Schedule adopted by the Utah Judicial Council. For matters which qualify for the offer of a plea in abeyance under the traffic school hearing program, the plea in abeyance fee shall be the applicable uniform bail amount plus \$25.00.
- B. Nothing in this section shall be construed to impede or remove the independent discretion of the city prosecutor to resolve a traffic matter differently or reduce a plea in abeyance fee in the interest of justice.
- C. The justice court may not hold a plea in abeyance without the consent of both the city prosecutor and the defendant. A decision by the city prosecutor not to agree to a plea in abeyance is final.

SECTION 2. This ordinance takes effect upon publication..

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

_____, 2009.

CHAIRPERSON

ATTEST:

CITY RECORDER

Transmitted to Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

CITY RECORDER

(SEAL)

Bill No. _____ of 2009.

Published: _____

HB_ATTU-#8238-v1-amending_chapter_2_84_traffic_program_PIA_fees.DOC

SALT LAKE CITY ORDINANCE

No. _____ of 2009

(Increases to Business License Base Fees, Regulatory Fees and Disproportionate Costs)

An ordinance amending section 5.04.070, *Salt Lake City Code*, relating to business license fees, raising non-home based business base license fees and per employee disproportionate costs; amending schedule 1 of title 5, listing regulatory fees, to add a regulatory fee for automobile towing businesses; and amending schedule 2 of title 5, listing fees for disproportionate costs, to add a disproportionate cost for the retail sale of tobacco products.

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

SECTION 1. That Section 5.04.070 of the Salt Lake City Code, relating to open space land, be, and the same hereby is, amended as follows:

5.04.070 License Fees Levied:

A. Fees For Businesses Located In The City: There is levied upon the business of every person engaged in business in the city at a place of business within the city, an annual business license fee per place of business. The amount of the fee shall be the base license fee imposed under subsection B of this section, plus:

1. The regulatory fee imposed under subsection C of this section, if applicable; and
2. The disproportionate impact fee imposed under subsection D of this section, if applicable; and
3. The enhanced services fee imposed under subsection E of this section, if applicable.

B. Base License Fee: The base license fee levied and imposed, covering licensing, inspection, and related administrative costs shall be as follows:

1. Home occupation businesses: Seventy-five dollars (\$75.00).
2. Nonhome occupation businesses: One hundred thirty dollars (\$1030.00).

C. Regulatory Fee: The regulatory fee levied and imposed, for direct cost associated with doing business within the city, covering licenses listed under schedule 1 of this title shall be as set forth thereunder.

D. Disproportionate Costs:

1. It is determined by the city council that a disproportionate level of municipal services are provided to certain businesses within the city in comparison with that level of services provided to other businesses and to residences within the city, based on additional services provided to such businesses and on disproportionate use of police, fire, transportation, and street maintenance services and the additional costs associated with increased usage of public facilities by employees.

2. The fee determined to be related to the disproportionate costs of such municipal services is fifteen dollars (\$15.00) per employee for each and every full time and part time employee exceeding one, engaged in the operation of said business, based upon the "number of employees" defined in section 5.02.005 of this title, or its successor section.

3. Additional fees for disproportionate costs related to specific business are listed under schedule 2 of this title.

E. Enhanced Services: It is determined by the city council that municipal services are provided to businesses within the central business district and the Sugar House business district, as defined in the zoning ordinance, at a level which exceeds other geographic areas of the city. No enhanced service fee shall be charged said businesses at the present time.

F. Multiple Rental Dwellings: An owner of multiple rental dwellings within the city shall be required to obtain one base license and to pay one base license fee for the operation and maintenance of all such rental dwellings plus a regulatory fee as set forth in subsections B and C of this section.

G. Fee For Businesses Located Outside The City: There is levied upon every person engaged in business in the city, not having a place of business in the city, and not exempt as provided by section 5.04.040 of this article, or its successor section, the same license fee as if such place of business were located within the corporate limits of Salt Lake City.

H. Nonrefundable Application Fee: In the event any initial or renewal business license application is denied by the city or is withdrawn by the applicant, the city shall be entitled to retain the sum of thirty five dollars (\$35.00) as a nonrefundable business license application fee from any license fees paid or payable to the city, unless another nonrefundable business license application fee is otherwise provided for under the ordinances of the city.

I. Renewal Notices: Any notice or renewal reminder provided by the city in connection with this section may be sent by ordinary mail, addressed to the address of the business as shown on the records of the city's licensing office, or, if no such address is shown, to such address as the licensing office is able to ascertain by reasonable effort.

Failure of a business to receive any such notice or reminder shall not release such business from any fee or any penalty, nor shall such failure operate to extend any time limit set by the provisions of this chapter.

SCHEDULE 1

The following classes of businesses, listed with their subclasses, shall be charged the following annual regulatory fees. The listed fee includes the charge for one background check where required. For each additional background check per business there shall be a fee of one hundred thirty three dollars (\$133.00).

Classes And Subclasses Of Businesses	Regulatory Fee
1. Pawnshop and secondhand dealer	
PAWNBROKER	
Fee per business	\$1250.00
SECONDHAND COMPACT DISK EXCHANGE DEALER	
Fee per business	375.00
SECONDHAND COMPUTER EXCHANGE DEALER	
Fee per business	166.00
2. Transportation vehicles	
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY	
Fee per business (new application)	140.00
Fee per business (renewal)	0.00
HORSEDRAWN CARRIAGE	
Fee per business	40.00
3. Apartments	
APARTMENT UNITS	
Fee per rental unit	15.00
4. Class A beer	
Fee per license	238.00

5.	Class B beer	
	Fee per license	188.00
6.	Class C beer	
	Fee per license	266.00
7.	Class D beer special event	
	Fee per event	188.00
8.	Class E beer	
	Fee per license	213.00
9.	Class F brewpub/microbrewery	
	Fee per license	188.00
10.	Seasonal beer	
	Fee per license	188.00
11.	Class A private club	
	Fee per business	334.00
12.	Class B private club	
	Fee per business	334.00
13.	Class C private club	
	Fee per business	334.00
14.	Class D private club	334.00
15.	Class E private club	70.00
16.	Liquor consumption	
	Fee per license	20.00
17.	Government owned alcohol related business	

	Fee per business	133.00	
18.	Auctioneer		
	Fee per auctioneer	100.00	
19.	Auction		
	AUCTION HOUSE-TRANSIENT		
	Fee per business, per day	188.00	
20.	Room rental (other than apartments)		
	BOARDING AND ROOMING HOUSE		
	Fee per rental unit	4.00	
	HOTEL		
	Fee per rental unit	4.00	MOTEL
	Fee per rental unit	4.00	
21.	Entertainment		
	CONCERT		
	Fee per exhibition room	70.00	
	DANCE HALL		
	Fee per room	13.00	
	LIVE ENTERTAINMENT		
	Fee per exhibition room	0.00	
	THEATER-LIVE		
	Fee per exhibition room	100.00	
	THEATER MOTION PICTURE		
	Fee per screen	0.00	

22.	Dating/marriage	
	Fee per business	80.00
23.	Fireworks	
	FIREWORKS-INSIDE	
	FIREWORKS-OUTSIDE	
	Fee per location	61.00
24.	Gas/oil	
	WHOLESALE GAS	
	Fee (total per year)	203.00
25.	Sexually oriented	
	ADULT BUSINESS	
	Fee per business	288.00
	NUDE AGENCY	
	Fee per business	750.00
	NUDE ENTERTAINMENT BUSINESS	
	Fee per business	288.00
	SEMINUDE DANCE AGENCY	
	Fee per business	290.00
	SEMINUDE DANCING BAR	
	Fee per business	222.00
	SEXUALLY ORIENTED BUSINESS OUTCALL AGENCY	
	Fee per agency	1,000.00
26.	Sexually oriented	

ADULT EMPLOYEE (NONESCORT)

Fee per employee 175.00

SEXUALLY ORIENTED BUSINESS OUTCALL

NONPERFORMER (NONESCORT)

Fee per employee 175.00

27. Sexually oriented

The fee contained in this section shall be prorated as follows: If 180 days or fewer remain before the employer's license expires, the fee shall be 50 percent of the full fee. If 181 days or more remain before the employer's license expires, the full fee shall be charged.

NUDE PERFORMER EMPLOYEE

Fee per nude/seminude performer 200.00

SEMINUDE DANCE PERFORMER

Fee per nude/seminude performer 200.00

SEMINUDE PERFORMER EMPLOYEE

Same as Seminude Dance Performer

28. Sexually oriented business

The fee contained in this section shall be prorated as follows: If 180 days or fewer remain before the employer's license expires, the fee shall be 50 percent of the full fee. If 181 days or more remain before the employer's license expires, the full fee shall be charged.

SEXUALLY ORIENTED BUSINESS OUTCALL

PERFORMER (ESCORT)

	Fee per outcall performer	750.00	
29.	Sexually oriented		
	SEXUALLY ORIENTED BUSINESS TRANSFER		
	Fee per performer transfer	70.00	
30.	Sexually oriented business		
	PHOTOGRAPHY, ADULT		
	Fee per photographer	140.00	
31.	Solicitor		
	Fee per individual	100.00	
32.	Amusement devices/billiards		
	AMUSEMENT DEVICES		
	Fee per device	2.50	
	BILLIARDS		
	Fee per device	2.5033.	Miscellaneous
	ICE CREAM VENDORS		
	Fee per business	25.00	
	LOCKSMITHS		
	Fee per business	0.00	
	PEDICABS		
	Fee per business	0.00	
	SIDEWALK VENDING/SNOW CART		
	Fee per business	0.00	
33.	Automobile Towing/Wrecking	15.00	

SCHEDULE 2

The following classes of businesses, listed with their subclasses, shall be charged the following annual disproportionate fees.

1.	Amusement Devices/Billiards	\$20.00/business
2.	AUTOMOBILES	
	Automobile Dealers	45.00
	Automobile Parts Sales	85.00
	Automobile Rental Agencies	20.00
	Automobile Repair	45.00
	Automobile Towing/Wrecking	15.00
3.	Banks	100.00
4.	Child Care Facilities	100.00
5.	Clothing Sales	75.00
6.	Construction Businesses	20.00
7.	Convalescent and Retirement Facilities	120.00
8.	Dance Halls	15.00
9.	Dry Cleaning and Laundry	100.00
10.	Electronic Goods Sales	120.00
11.	Engineering	20.00
12.	Furniture Sales	45.00
13.	Gasoline Stations	120.00
14.	Grocery/Convenience Store (including gasoline)	
		100.00

15.	Hardware Sales	100.00
16.	Health Care Facilities; Hospitals	35.00
17.	Interior Design	20.00
18.	Janitorial	55.00
19.	Lawyers	15.00
20.	Live Entertainment; Concerts	15.00
21.	Manufacturing	35.00
22.	Miscellaneous Retail/Wholesale Sales	35.00
23.	Miscellaneous Services	20.00
24.	Motion Picture Theater	75.00
25.	Real Estate Agency	15.00
26.	Restaurants; Cafeterias	75.00
27.	RV Parks and Campgrounds	20.00/space
28.	Shipping Companies	35.00
29.	Sporting Goods Sales	35.00
30.	Storage Services	45.00
31.	Wholesale Gas and Oil Businesses	20.00
32.	<u>Retail Sale of Tobacco Products*</u>	<u>85.00</u>

* Includes grocery stores, convenience stores, taverns, private clubs, hotels, motels, and restaurants.

SECTION 2. That this ordinance shall take effect October 1, 2009.

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

_____, 2009.

CHAIRPERSON

ATTEST:

CITY RECORDER

Transmitted to Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

CHIEF DEPUTY CITY RECORDER

(SEAL)

Bill No. _____ of 2009.

Published: _____.

HB_ATTYY-#8207-v1-amending_5_04_070_increasing_business_license_fees.DOC

SALT LAKE CITY ORDINANCE
 No. _____ of 2009
 (Golf Course Fees and Group Reservations)

An ordinance amending certain sections of Chapter 15.16 of the Salt Lake City Code, relating to golf course fees and group reservations.

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

SECTION 1. That Section 15.16.031 of the Salt Lake City Code be, and the same hereby is, amended as follows:

15.16.031 Golf Courses? Green Fees:

A. **Fees Imposed:** There shall be imposed on any person playing golf at any of the city golf courses the following fees. ~~The green fees and policies listed in this section shall become effective take effect on January 1, 2007~~ 2010. ~~The season pass programs shall take effect immediately upon the date of the first publication hereof.~~ All fees include sales tax unless otherwise noted.

1. **Weekday Green Fees:** ~~Green fees? weekdays (Monday through Friday, excluding defined holidays):~~

Course	Regular	Senior	Junior	Senior	Junior	
9 Holes	189 Holes	918 Holes	189 Holes	918 Holes	189 Holes	18 Holes
Bonneville	\$15 16.00	\$27 30.00	\$12.00 13.00	\$21 24.00	\$7.00	\$14.00
Forest Dale	12 13.00	n/a	10 11.00	n/a	7.00	n/a
Glendale	12 13.00	24 26.00	10 11.00	20 22.00	7.00	14.00
Jordan River Par-3	6 7.00	n/a	5 6.00	n/a	5.00	n/a
Mountain Dell Canyon	15 16.00	27 30.00	12 13.00	21 24.00	7.00	14.00
Mountain Dell Lake	15 16.00	27 30.00	12 13.00	21 24.00	7.00	14.00
Nibley pPark	10 12.00	n/a	8 10.00	n/a	7.00	n/a
Rose pPark	12 13.00	24 26.00	10 11.00	20 22.00	7.00	14.00
Wingpointe	13 15.50	27 30.00	10 12.50	21 24.00	7.00	14.00

Note: Senior and Junior Green Fees shall be valid Monday through Friday all day and Saturday, Sunday, and recognized holidays after 12:00 noon.

~~2. Weekend Fees: Green fees?weekends (Saturday and Sunday) and defined holidays:~~

Course	Regular	Senior	Junior			
9 Holes	18 Holes	9 Holes	18 Holes	9 Holes	18 Holes	
Bonneville	\$15.00	\$27.00	\$15.00	\$27.00	\$15.00	\$27.00
Forest Dale	12.00	n/a	12.00	n/a	12.00	n/a
Glendale	12.00	24.00	12.00	24.00	12.00	24.00
Jordan River Par 3	6.00	n/a	6.00	n/a	6.00	n/a
Mountain Dell Canyon	15.00	27.00	15.00	27.00	15.00	27.00
Mountain Dell Lake	15.00	27.00	15.00	27.00	15.00	27.00
Nibley park	10.00	n/a	10.00	n/a	10.00	n/a
Rose park	12.00	24.00	12.00	24.00	12.00	24.00
Wingpointe	13.50	27.00	13.50	27.00	13.50	27.00

~~3. All Day Pass: All day green fee pass (multiple holes) at Jordan River Par 3:~~

Regular \$12.00
 Senior 10.00
 Junior 10.00

~~42. Punch Pass: Punch pass for ten (10) rounds at Jordan River Par 3:~~

Regular \$5450.00
 Senior 4540.00
 Junior 4540.00

53. Grandfathered Senior Season Golf Passes: In 1997, the decision was made by the Salt Lake City golf division, with the approval of the city council, to phase out the senior season pass program and to effectively grandfather the senior season pass program for qualified senior season pass holders based on their continued participation. Senior Sseason passes for calendar years subsequent to 1997 were available solely to those individuals who had purchased calendar 1997 senior season passes on or before June 30, 1997. No other senior season passes were issued after this date. Senior Sseason pass holders were required to renew their passes annually in order to remain eligible for a senior season pass. Any senior season pass holder who

failed to renew a senior season pass for any year would not be eligible for any further senior season pass. ~~Season passes for individuals who were neither junior nor senior golfers were discontinued on December 21, 2003, and no season passes were issued for years after calendar year 2003.~~

~~In light of the implementation of the new season pass program detailed in this section, senior season pass holders who are still eligible to participate in the grandfathered senior season pass program may elect to continue to participate under the same restrictions and guidelines.~~

~~Current grandfathered senior season pass holders must renew their passes annually in order to remain eligible for the grandfathered senior season pass program. Any grandfathered senior season pass holder who fails to renew a pass for any year shall not be eligible to continue to participate in the grandfathered senior season pass program. The use of funds collected via the surcharge shown below shall be solely dedicated to physical improvements at city golf courses. Grandfathered senior season golf passes may not be used Fridays through Sundays, on defined holidays, or for group reservation play. The following fees pertain to the grandfathered senior season pass program:~~

GRANDFATHERED SENIOR SEASON GOLF PASS PROGRAM

Grandfathered senior season golf pass price	-\$400.00	
		0
Surcharge On All Pass Rounds		
	-9 Holes	—18 Holes
Resident	\$3.00	\$6.00
Nonresident	4.00	8.00

64. School Golf Teams: School golf team special play (high school and collegiate golf teams):

9 Holes	—118 Holes
\$67.00	- \$1214.00

Participants may also purchase large buckets of range balls at the price of \$4.00 per bucket, ~~small buckets.~~

75. Golf Cars: Golf car rental:

9 Holes	18 Holes
---------	----------

Double rider	\$13 14.00	\$26 28.00
Single rider	6.5 7.00	13 14.00
Private car trail fee	5.00	10.00

86. Golf Balls: ~~Driving~~ Practice range balls:

Small bucket	\$ 4 5.00
Large bucket	7 8.00
Range pass-? 10 large buckets	50.00

97. Tee Times: Advanced tee time reservations ?-minimum 18 holes:

0 to 7 8 days in advance	\$0.00
8 9 days to 1 year in advance	5.00 per player

The department of public services, with concurrence of the mayor, may set reasonable regulations with regard to amounts of refunds for cancellations and time in which cancellations must be made.

108. Miscellaneous: Miscellaneous fees:

	9 Holes	18 Holes
Golf car cover rental	\$5.00	\$10.00
Golf club rental	6.5 7.00	13 14.00
Jordan River Par-3 <u>and USGA Grant junior golf club</u> rental	3.00	n/a \$6.00
Premium golf club rental	13 15.500	27 30.00
Pull cart rental	2.00	4.00
Premium pull/ <u>push</u> cart rental	3.50	7.00
Jordan River Par-3 pull cart rental	1.00	n/a

119. Frequent Player Discount Card (Nontransferable): Golfers may obtain from the Salt Lake City golf division administration office a nontransferable frequent player discount card, subject to the following terms and conditions:

- a. The annual purchase price of athe card for adults and seniors is seventy-five dollars (~~\$75.00~~75.00) plus tax. The annual purchase price of the card for juniors is forty-five dollars (\$45.00) plus tax.

- b. The card is valid at all city operated golf courses.
- c. The card is valid for one calendar year from the date of purchase.
- d. Cardholders shall receive a ~~thirty~~ twenty-five percent (~~30~~25%) discount from the prevailing green fee rate for which the cardholder qualifies on the day of play.
- e. The card is valid for green fee discounts all day Monday through Friday and ~~Saturday and~~ Sunday, and recognized holidays after twelve o'clock (12:00) noon.
- f. Cardholders shall receive a ~~thirty~~ twenty-five percent (~~30~~25%) discount on the purchase of range balls at any time.
- g. Junior cardholders (17 years of age or younger) and senior cardholders (65 years of age and older) will receive a ~~thirty~~ twenty-five percent (~~30~~25%) discount in addition to prevailing junior and senior ~~weekday~~ discount green fee rates.
- h. The card must be presented at time of play in order to receive green fee or range ball discounts.
- i. Except for junior and senior ~~weekday~~ discounts, the card is not valid when presented with any other discount offer or during any listed city off peak discount time block.
- j. ~~The card is not valid on defined holidays.~~
- kj. The card is not valid for use ~~during~~ for tournament or group play.
- k. Lost or stolen cards will be subject to a five dollar (\$5.00) replacement fee.

1210. Par Passport (Weekday 5-Course): Golfers may obtain from the Salt Lake City golf division administration office a nontransferable ~~season~~annual pass-card called the par passport to be presented at the golf course in lieu of payment for green fees. This ~~season~~annual passport is subject to the following terms and conditions:

- a. The card may be used at any time Monday ~~through~~ Thursday and Friday until twelve o'clock (12:00) noon at the following courses: Forest Dale, Glendale, Jordan River Par-3, Nibley Ppark, and Rose pPark.
- b. The adult price for the card is ~~eight hundred ninety five~~nine hundred thirty dollars (~~\$895~~930.00) plus tax.
- c. The senior price for the card is seven hundred ~~fifteen~~forty-five dollars (~~\$715~~745.00) plus tax.
- d. The card is valid for one year from the date of purchase.

e. The card is not valid on holidays.

f. The purchase price for the card and program availability are subject to change annually.

g. Lost or stolen cards will be subject to a five dollar (\$5.00) replacement fee.

131. Birdie Passport (Weekday 9-Course): Golfers may obtain from the Salt Lake City golf division administration office a nontransferable ~~season~~annual pass-card called the birdie passport to be presented at the golf course in lieu of payment for green fees. This ~~season~~annual passport is subject to the following terms and conditions:

a. The card may be used at any time Monday through Thursday and Friday until twelve o'clock (12:00) noon at the following courses: Bonneville, Forest Dale, Glendale, Jordan River Par-3, Mountain Dell Lake, Mountain Dell Canyon, Nibley pPark, Rose pPark, and Wingpointe.

b. The adult price for the card is one thousand ~~ninety five~~one hundred forty dollars (\$1,0951,140.00) plus tax.

c. The senior price for the card is ~~eight nine~~hundred seventy fiveten dollars (\$875910.00) plus tax.

d. The card is valid for one year from the date of purchase.

e. The card is not valid on holidays.

f. The purchase price for the card and program availability are subject to change annually.

g. Lost or stolen cards will be subject to a five dollar (\$5.00) replacement fee.

142. Eagle Passport (Unlimited 5-Course): Golfers may obtain from the Salt Lake City golf division administration office a nontransferable ~~season~~passannual card called the eagle passport to be presented at the golf course in lieu of payment for green fees. This ~~season~~annual passport is subject to the following terms and conditions:

a. The card may be used at any time seven (7) days a week (including holidays) at the following courses: Forest Dale, Glendale, Jordan River Par-3, Nibley pPark, and Rose pPark.

b. The adult price for the card is one thousand ~~two three~~hundred ninety four-five dollars (\$1,2951,345.00) plus tax.

c. The senior price for the card is one thousand ~~thirty~~seventy-five dollars (\$1,~~03~~1,075.00) plus tax.

d. The card is valid for one year from the date of purchase.

e. The purchase price for the card and program availability are subject to change annually.

f. Lost or stolen cards will be subject to a five dollar (\$5.00) replacement fee.

153. Double Eagle Passport (Unlimited 9-Course): Golfers may obtain from the Salt Lake City golf division administration office a nontransferable ~~season~~passannual card called the double eagle passport to be presented at the golf course in lieu of payment for green fees. This ~~season~~annual passport is subject to the following terms and conditions:

a. The card may be used at any time seven (7) days a week (including holidays) at the following courses: Bonneville, Forest Dale, Glendale, Jordan River Par-3, Mountain Dell Lake, Mountain Dell Canyon, Nibley ~~p~~Park, Rose ~~p~~Park, and Wingpointe.

b. The adult price for the card is one thousand ~~six~~seven hundred ~~ninety~~sixty-five dollars (\$1,~~695~~1,765.00) plus tax.

c. The senior price for the card is one thousand ~~three~~four hundred ~~fifty~~fiftyten dollars (\$1,~~355~~1,410.00) plus tax.

d. The card is valid for one year from the date of purchase.

e. The purchase price for the card and program availability are subject to change annually.

f. Lost or stolen cards will be subject to a five dollar (\$5.00) replacement fee.

164. Junior Par Passport (May Through August 5-Course): Junior ~~G~~golfers may obtain from the Salt Lake City golf division administration office a nontransferable ~~season~~annual pass-card called the junior par passport to be presented at the golf course in lieu of payment for green fees. This ~~season~~annual passport is subject to the following terms and conditions:

a. The card may be used May 1 through August 31.

b. The card may be used at any time Monday through Thursday, Friday before twelve o'clock (12:00) noon and Saturday and Sunday after twelve o'clock (12:00) noon at the following courses: Forest Dale, Glendale, Jordan River Par-3, Nibley ~~p~~Park, and Rose ~~p~~Park.

- c. The card is not valid on holidays.
- d. The junior price for the card is two hundred fifty dollars (\$250.00) plus tax.
- e. The purchase price for the card and program availability are subject to change annually.
- f. Lost or stolen cards will be subject to a five dollar (\$5.00) replacement fee.

175. Junior Birdie Passport (May Through August 9-Course): Junior Golfers may obtain from the Salt Lake City golf division administration office a nontransferable ~~season pass~~annual card called the junior birdie passport to be presented at the golf course in lieu of payment for green fees. This ~~season pass~~annual passport is subject to the following terms and conditions:

- a. The card may be used May 1 through August 31.
- b. The card may be used at any time Monday through Thursday, Friday before twelve o'clock (12:00) noon, and Saturday and Sunday after twelve o'clock (12:00) noon at the following courses: Bonneville, Forest Dale, Glendale, Jordan River Par-3, Mountain Dell Lake, Mountain Dell Canyon, Nibley pPark, Rose pPark, and Wingpointe.
- c. The junior price for the card is three hundred seventy-five dollars (\$375.00) plus tax.
- d. The card is not valid on holidays.
- e. The purchase price for the card and program availability are subject to change annually.
- f. Lost or stolen cards will be subject to a five dollar (\$5.00) replacement fee.

186. Junior Eagle Passport (Annual 5-Course): Junior Golfers may obtain from the Salt Lake City golf division administration office a nontransferable ~~season pass~~annual card called the junior eagle passport to be presented at the golf course in lieu of payment for green fees. This ~~season pass~~annual passport is subject to the following terms and conditions:

- a. The card may be used May 1 through August 31 at any time Monday through Thursday, Friday before twelve o'clock (12:00) noon, and Saturday and Sunday after twelve o'clock (12:00) noon at the following courses: Forest Dale, Glendale, Jordan River Par-3, Nibley pPark, and Rose pPark.
- b. The card may be used September 1 through April 30 after twelve o'clock (12:00) noon Monday through Thursday and Saturday and Sunday.

- c. The card is not valid on Fridays.
- d. The card is valid for one year from the date of purchase.
- e. The junior price for the card is four hundred ninety-five dollars (\$495.00) plus tax.
- f. The card is not valid on holidays.
- g. The purchase price for the card and program availability are subject to change annually.
- h. Lost or stolen cards will be subject to a five dollar (\$5.00) replacement fee.

197. Junior Double Eagle Passport (Annual 9-Course): Junior Golfers may obtain from the Salt Lake City golf division administration office a nontransferable ~~season pass~~annual card called the junior double eagle passport to be presented at the golf course in lieu of payment for green fees. This ~~season pass~~annual passport is subject to the following terms and conditions:

- a. The card may be used May 1 through August 31 at any time Monday through Thursday, Friday before twelve o'clock (12:00) noon, and Saturday and Sunday after twelve o'clock (12:00) noon at the following courses: Bonneville, Forest Dale, Glendale, Jordan River Par-3, Mountain Dell Lake, Mountain Dell Canyon, Nibley Park, Rose Park, and Wingpointe.
- b. The card may be used September 1 through April 30 after twelve o'clock (12:00) noon Monday through Thursday and Saturday and Sunday.
- c. The card is not valid on Fridays.
- d. The card is valid for one year from the date of purchase.
- e. The junior price for the card is six hundred ninety-five dollars (\$695.00) plus tax.
- f. The card is not valid on holidays.
- g. The purchase price for the card and program availability are subject to change annually.
- h. Lost or stolen cards will be subject to a five dollar (\$5.00) replacement fee.

2018. Private Lessons: Private lesson fees may be established by the individual teacher. Private lesson fees shall be approved annually by the Salt Lake City golf administration.

B. Use Of Junior/Senior and Junior Discount Fees: ~~Junior/Senior and Junior~~ discount fees provided for in this chapter may not be used for group reservation play, or before 12:00 noon on Saturdays, or Sundays, or recognized legal holidays, or for group reservation play.

C. Definitions:

1. A "junior" is any person seventeen (17) years of age or younger.
2. A "senior" is any person sixty-five (65) years of age or older.
3. The following ~~are to~~ shall be considered ~~as defined~~ "recognized holidays": Memorial Day, Independence Day, Pioneer Day, and Labor Day.

D. Adjustment Of Fees: The director of public services, with approval of the mayor, shall have the authority, at any time, to reduce the fees listed in this section for any city golf course, if the director deems it necessary to reduce fees in order to increase the use of the golf course.

SECTION 2. That Section 15.16.035 of the Salt Lake City Code be, and the same hereby is, amended as follows:

15.16.035 Golf Courses? Group Reservations:

Reservations for exclusive use of a course such as for group play or tournaments shall be allowed in accordance with the following guidelines:

A. ~~Payment~~ Tournament Fees: Additional fees above and beyond the regular green and cart fees shall be required for group play or tournaments. ~~Payment must be made at least ten (10) days in advance of the scheduled event.~~

A per person minimum tournament fee shall be charged as follows:

1. Eighteen (18) holes: Ten dollars (\$10.00);
2. Nine (9) holes, at all courses except Nibley park and Jordan River Par-3: Five dollars (\$5.00); and
3. Nine (9) holes at Nibley park and Jordan River Par-3: Three dollars (\$3.00).
4. One hundred percent (100%) of the per person tournament fee shall be credited toward pro shop merchandise certificates for the group with the following exception: the golf course shall have the option of designating up to 20% of the tournament fee as a scoring fee for groups requiring scoreboard or scorekeeping services from or

arranged by the city's golf staff. For groups paying the scoring fee, the balance of the per player tournament fee shall be credited toward pro shop merchandise certificates.

B. **Green Fees:** Green fees as set forth in section 15.16.031 of this chapter shall be charged for each participant.

C. **Reasonable Regulations Set By Department Of Public Services:** The department of public services, with concurrence of the mayor, may set reasonable regulations with regard to:

1. How many days in advance of the date for which the facility is reserved that all reservation and green fees must be paid;
2. Amounts of refunds for cancellations and time in which cancellations must be made;
3. Rescheduling "rainouts";
4. Minimum and maximum number of golfers;
5. Cart reservations;
6. Minimum and maximum numbers of holes to be reserved for group play;
7. Dates and times for taking group reservations;
8. Golf courses for which group reservations may be made;
9. ~~Costs~~**Fees** for special services requested of the city over and above services normally provided; however, such costs shall reflect actual city costs, including overhead;
10. How many group reservations a person or group can make in a single calendar year;
11. How many group reservations a person can ~~make~~ make per request;
12. Making reservations by phone or in person.

D. **Adjustment Of Fees:** The director of public services, with approval of the mayor, shall have the authority, at any time, to reduce the fees listed in this section for any city golf course, if the director deems it necessary to reduce fees in order to increase the use of the golf course.

SECTION 3. That this ordinance shall take effect immediately upon the date of its first publication.

Passed by the City Council of Salt Lake City, Utah this _____ day of _____, 2009.

CHAIRPERSON

ATTEST:

CHIEF DEPUTY CITY RECORDER

Transmitted to Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

CHIEF DEPUTY CITY RECORDER

(SEAL)

Bill No. _____ of 2009.

Published: _____.

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 4-17-09
By Boyd Ferguson

HB_ATTY-#7986-v1-Amending_15_16_031_re_golf_fees_2009.DOC

SALT LAKE CITY ORDINANCE
No. _____ of 2009
(Amending Residential Parking Permit Fees In Section 12.64.090)

An Ordinance Amending Section 12.64.090, Salt Lake City Code, Pertaining to Parking Permit Fees.

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

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

SECTION 1. That Section 12.64.090 of the *Salt Lake City Code*, pertaining to parking permit fees be, and hereby is, amended to read as follows:

12.64.090 Parking Permit Fees:

To defray program administration costs, fees associated with the City parking permit program shall be established by the declaration of the Transportation Engineer applicable to the City permit parking area.

The fees shall be as follows:

- A. Area regular permit for a term of one year, ~~twelvethirty-six~~ thirty-six dollars (~~\$12.00~~36.00).
- B. Area regular permit for a term of nine (9), ten (10), or eleven (11) months, ~~ninetwenty-seven~~ twenty-seven dollars (~~\$9.00~~27.00).
- C. Area regular permit or area seasonal permit for a term of five (5), six (6), seven (7) or eight (8) months, ~~sixeighteen~~ eighteen dollars (~~\$6.00~~18.00).
- D. Area seasonal permit for a term of three (3) or four (4) months or area regular permit for a term of one, two (2), three (3) or four (4) months, ~~threenine~~ nine dollars (~~\$3.00~~9.00).

SECTION 2. Effective Date. This Ordinance shall become effective on the date of its first publication.

Passed by the City Council of Salt Lake City, Utah this _____ day of _____,
2009.

CHAIRPERSON

ATTEST:

CITY RECORDER

Transmitted to Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

CITY RECORDER

(SEAL)

Bill No. _____ of 2009.

Published: _____.

HB_ATTY-#7685-v1-Amending_Residential_Parking_Permit_Fees_In_Section_12_64_090_draft.DOC

SALT LAKE CITY ORDINANCE
No. _____ of 2009
(Amending Civil Penalties for Unauthorized Use of Streets,
Parking Lots and Other Areas)

An ordinance amending Section 12.56.550, *Salt Lake City Code*, increasing civil penalties for unauthorized use of streets, parking lots and other areas.

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

SECTION 1. That Section 12.56.550, *Salt Lake City Code*, pertaining to civil penalties for unauthorized use of streets, parking lots and other areas, is amended to read as follows:

12.56.550 Unauthorized Use Of Streets, Parking Lots And Other Areas--Penalties:

A. Violation:

1. Any person engaging in the unauthorized use of streets, parking lots or other areas as provided under this chapter, within the city, shall be liable for a civil penalty. Any penalty assessed in subsection B of this section may be in addition to such other penalties as may be provided in this title.
2. "Unauthorized use of streets" means a violation of any restriction or prohibition contained in this chapter or its successor.

B. Civil Penalties: Civil penalties shall be imposed as follows:

Section Of

This Chapter

Penalty

12.56.040

~~\$120~~140.00

12.56.050

~~115~~135.00

12.56.080	420 <u>150.00</u>
12.56.100	415 <u>135.00</u>
12.56.110	415. <u>135.00</u>
12.56.120	240 <u>260.00</u>
12.56.130	240 <u>260.00</u>
12.56.150	405 <u>125.00</u>
12.56.180	415 <u>135.00</u>
12.56.190	405 <u>125.00</u>
12.56.210	415 <u>135.00</u>
12.56.235	415 <u>135.00</u>
12.56.240	420 <u>140.00</u>
12.56.250	415 <u>135.00</u>
12.56.290	415 <u>135.00</u>
12.56.300	420 <u>140.00</u>
12.56.302	405 <u>125.00</u>
12.56.303	405 <u>125.00</u>
12.56.304	405 <u>125.00</u>
12.56.310	420 <u>140.00</u>
12.56.330	420 <u>140.00</u>

12.56.350	115 <u>135</u> .00
12.56.360	120 <u>140</u> .00
12.56.380	120 <u>140</u> .00
12.56.390	115 <u>135</u> .00
12.56.400	115 <u>135</u> .00
12.56.410	115 <u>135</u> .00
12.56.420	120 <u>140</u> .00
12.56.430	115 <u>135</u> .00
12.56.440	115 <u>135</u> .00

(with the exception of subsections

12.56.440A5 and 12.56.440A19)

12.56.440A5	127 <u>147</u> .00
12.56.440A19	240 <u>260</u> .00
12.56.450	105 <u>125</u> .00
12.56.460	120 <u>140</u> .00
12.56.465	172 <u>192</u> .00
12.56.470	120 <u>140</u> .00
12.56.480	120 <u>140</u> .00
12.56.490	120 <u>140</u> .00

12.56.500	120 <u>140.00</u>
12.56.515	115 <u>135.00</u>
12.56.520	115 <u>135.00</u>
12.56.525	115 <u>135.00</u>

C. Reduction Of Penalties: The civil penalties specified in subsection B of this section shall be subject to the following:

1. Any penalty that is paid within ten (10) days from the date of receipt of notice shall be reduced by the sum of ~~ninety-one hundred ten~~ dollars (\$9110.00).
2. Any penalty that is paid within twenty (20) days from the date of receipt of notice shall be reduced by the sum of ~~sixty-seventy~~ dollars (\$670.00).
3. Any penalty that is paid within thirty (30) days from the date of receipt of notice shall be reduced by the sum of ~~thirty-fourty~~ dollars (\$340.00).

D. Receipt Of Notice: As used in this section, "receipt of notice" means the affixing of a notice to the vehicle alleged to have been employed in such unauthorized use, or by delivery of such notice to the owner or driver thereof.

E. Other Fees And Assessments: A ~~thirty-fourty-five~~ dollar (\$3045.00) administrative fee shall be assessed for the city's cost of collecting past due debts.

SECTION 2. This ordinance takes effect upon publication..

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

_____, 2009.

CHAIRPERSON

ATTEST:

CITY RECORDER

Transmitted to Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

CITY RECORDER

(SEAL)

Bill No. _____ of 2009.

Published: _____.

HB_ATTU-#8063-v1-amending_12_56_550_unauthorized_use_of_streets__civil_penalties.DOC

1993: Ord. 71-91 □ 1, 1991: Ord. 22-90 □ 4, 1990: Ord. 25-87 □ 1, 1987: Ord. 48-86 □ 1,
1986: prior code □ 28-3-178)

SALT LAKE CITY ORDINANCE
No. _____ of 2009
(Impact Fees Amendments)

An ordinance amending Appendix A of Chapter 18.98 of the Salt Lake City Code, Relating to Impact Fees.

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

SECTION 1. That Appendix A (Impact Fee Schedule) to Chapter 18.98, Salt Lake City Code, be, and the same hereby is, amended to read as follows:

APPENDIX A

Impact Fee Schedule

Impact Fee Schedule By Unit Development

<u>Description</u>	<u>Impact Fee</u>
Public Safety—Fire Fees	
Residential (per dwelling unit) ¹	\$454479.00
Commercial/industrial (per square foot) ¹	0.3230
Public Safety—Police Fees	
Residential (per dwelling unit)	423446.00
Commercial/industrial (per square foot)	0.3028
Roadway Fees ²	
Residential (per single-family dwelling unit)	0.00
Residential (per multi-family dwelling unit)	0.00
Retail (per square foot)	7.9150
Office (per square foot)	3.5335
Industrial (per square foot)	1.3629
Park Fees	
Residential (per dwelling unit)	67238.00
Commercial/industrial (per square foot)	0.00
Total Fees	
Residential (per single-family dwelling unit)	1,5151,597.00
Residential (per multi-family dwelling unit)	1,5151,597.00
Retail (per square foot)	8.5308
Office (per square foot)	34.1593
Industrial (per square foot)	1.9887

Note:

¹Residential units are specified by single-family and multi-family; commercial development is specified by retail, office, and industrial.

²Roadway fees are assessed only in the Westside Industrial Area.

SECTION 2. EFFECTIVE DATE. That this Ordinance shall take effect on October 1, 2009.

Passed by the City Council of Salt Lake City, Utah, this _____ day of _____, 2009.

CHAIRPERSON

ATTEST:

CITY RECORDER

Transmitted to the Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

ATTEST:

CITY RECORDER

(SEAL)

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 4-2-09
By [Signature]

Bill No. _____ of 2009
Published: _____

SALT LAKE CITY ORDINANCE
No. _____ of 2009
(Adopting On-line Payment Convenience Fee)

An ordinance adopting Chapter 3.60, *Salt Lake City Code*, providing for the city to charge a convenience fee for on-line payment transactions.

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

SECTION 1. That Chapter 3.60, *Salt Lake City Code*, pertaining to online payment convenience fees, is adopted to read as follows:

Chapter 3.60

On-line Payment Convenience Fee

3.60.010 Purpose: The city is increasingly providing opportunities for citizens to do business with the city on-line. This chapter is enacted to allow the city to impose a convenience fee on on-line transactions to help offset the costs to the city for infrastructure upgrades, maintenance, and systems security required to continue providing citizens with safe and convenient on-line access to do business with the city and to expand on-line transaction availability.

3.60.020 Applicability: This chapter applies to any payment made to the city through an on-line payment medium, such as credit or debit cards, electronic check or funds transfer, or Paypal or other third-party payment processor.

3.60.030 Fee: A convenience fee of \$1.00 shall be added to applicable payments. This fee must be disclosed prior to acceptance of the payment by the city, with opportunity provided for the person making the payment to cancel the transaction before it is completed.

SECTION 2. This ordinance takes effect upon publication..

Passed by the City Council of Salt Lake City, Utah this _____ day of
_____, 2009.

CHAIRPERSON

ATTEST:

CITY RECORDER

Transmitted to Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

CITY RECORDER

(SEAL)

Bill No. _____ of 2009.

Published: _____.



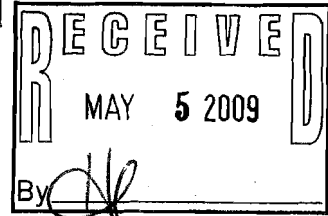
RECEIVED MAY 05 2009

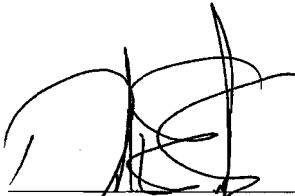
RALPH BECKER
MAYOR

SALT LAKE CITY CORPORATION

OFFICE OF THE MAYOR

CITY COUNCIL TRANSMITTAL





David Everitt, Chief of Staff

Date Received: MAY 05, 2009
Date sent to Council: MAY 05, 2009

TO: Salt Lake City Council
Carlton Christensen, Chair

DATE: May 5, 2009

FROM: David Everitt, Chief of Staff

SUBJECT: FY 2009-10 Budget-Related Ordinances – BARRICADE FEE

STAFF CONTACT: Gina Chamness, 535-7766

DOCUMENT TYPE: Ordinance

RECOMMENDATION: The Administration recommends the Council adopt this series of ordinances necessary to implement the FY 2009-10 budget recommendation. This transmittal includes an ordinance that will add a barricade permit fee in the Transportation Division.

BUDGET IMPACT: The Administration believes this approval of this new fee will generate an additional \$33,000 in General Fund revenue in FY 2009-10.

BACKGROUND/DISCUSSION: The Administration is forwarding a series of budget-related ordinances necessary to implement the Mayor's Recommended Budget for FY 2009-10.

PUBLIC PROCESS: n/a



SALT LAKE CITY ORDINANCE
No. _____ of 2009
(Enacting Barricade Permit Fees)

An Ordinance Enacting Section 14.32.418, Salt Lake City Code, Pertaining to Barricade Permit Fees.

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

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

SECTION 1. That Section 14.32.418 of the *Salt Lake City Code*, pertaining to barricade permit fees be, and hereby is, enacted to read as follows:

14.32.418 Barricade Permit Fees:

The Transportation Director shall charge a fee of \$27.50 upon reviewing and processing a barricade permit plan proposal.

SECTION 2. Effective Date. This Ordinance shall become effective on the date of its first publication.

Passed by the City Council of Salt Lake City, Utah this _____ day of _____, 2009.

CHAIRPERSON

ATTEST:

CITY RECORDER

Transmitted to Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

CITY RECORDER

(SEAL)

Bill No. _____ of 2009.

Published: _____.

HB_ATT#7866-v1-Enacting_Barricade_Permit_Fee.DOC

APPROVED AS TO FORM
Salt Lake City Attorney's Office

Date May 4, 2009

By Melanie King

SALT LAKE CITY ORDINANCE

No. ____ of 2009

(Amending Chapter 2 of the Salt Lake City Code to change the department of management services to the department of administrative services.)

An ordinance amending Chapter 2 of the Salt Lake City Code to change the department of management services to the department of administrative services.

WHEREAS, the Mayor has proposed renaming the department of management services as the department of administrative services; and

WHEREAS, the City Council finds that those proposed changes are in the best interest of the City;

Now, therefore, be it ordained by the City Council of Salt Lake City as follows:

SECTION 1: Section 2.04.020B of the Salt Lake City Code shall be and hereby is amended to read as follows:

- B. Office Of The Mayor: Subject to the limitations and requirements of applicable budget appropriations, the mayor shall have assistants and officers who shall perform such functions and duties as may be assigned to them by the mayor. In order to provide proper staff and ~~management~~ administrative services to the city and its departments, the mayor is authorized to establish within the office of the mayor such divisions or sections as may seem necessary or proper for the purposes aforesaid.

SECTION 2: Section 2.08.025 of the Salt Lake City Code shall be and hereby is amended to read as follows:

2.08.025 Department Of ~~Management~~ Administrative Services:

- A. Functions: The department of ~~management~~ administrative services shall have charge of and be responsible for financial services, all programs relating to the personnel of the city and central support services required for city operations.

- B. City Auditor: The director of the department of ~~management~~ administrative services or the mayor's designee shall be the city auditor, within the meaning of the uniform fiscal procedures act of the state.
- C. City Treasurer: The functions of city treasurer shall be assigned to the department under the administrative direction of the director. In addition to those duties designated by the director, the city treasurer shall have charge of and be responsible for the collection and disposition of city revenues, the keeping of an accurate and detailed account of all matters within the treasurer's charge as provided in the uniform fiscal procedures act, or any successor statutes, and shall perform all other duties required by law.
- D. City Recorder:
 - 1. The city recorder shall be assigned to the department of ~~management~~ administrative services and be under the administrative direction of the director; however, the recorder shall be responsible to the city council, which shall have equal and independent access for services with respect to legislative functions.
 - 2. The city recorder shall keep the corporate seal, the official papers and records of the city, as required by law; the record of the proceedings of the city, as required by law; and shall attest legal documents of the city and do those other matters prescribed by law.
- E. Budget Officer: As designated by the mayor, the director of the department may perform the duties of the budget officer in accordance with section 10-3-1219(7), Utah Code Annotated, or its successor statute.

SECTION 3: Section 2.24.030B of the Salt Lake City Code shall be and hereby is amended to read as follows:

- B. Elected Members: The pool of elected board members shall be elected in accordance with city procedure, and shall consist of one 100/200 series employee and one 300/600 series employee from each of the following departments: 1) department of airports, 2) public services, 3) public utilities, 4) community development, and 5) ~~management~~ administrative services and other areas or divisions (except the police and fire departments) not included in the other departments enumerated above.

SECTION 4: Section 2.35.080 of the Salt Lake City Code shall be and hereby is amended to read as follows:

2.35.080 Staff support from the department of ~~management~~ administrative services.

The department of ~~management~~ administrative services shall provide staff support to the committee to assist the committee in the performance of its duties.

SECTION 5: Section 2.75.020B of the Salt Lake City Code shall be and hereby is amended to read as follows:

- B. Accountability: The hearing officer shall serve as staff for the justice court but shall be supervised as an employee, under the direction of the city director of ~~management~~ administrative services or his/her designee.

SECTION 6: Section 2.78.100B of the Salt Lake City Code shall be and hereby is amended to read as follows:

- B. In the event the commission desires nonmembers to serve on such a committee, the commission may request the administrator of the police civilian review board, department of ~~management~~ administrative services, to make the appointment.

SECTION 7: Section 8.04.020 of the Salt Lake City Code shall be and hereby is amended to read as follows:

8.04.020 Office Of Animal Services:

There is created an office of animal services. A director of the office of animal services and such personnel as may be necessary to the work of the office shall be appointed by the mayor upon the recommendation of the director of the department of ~~management~~ administrative services. Alternatively, animal services may be provided through a legally executed agreement, which includes the authority and power to enforce this title.

SECTION 8: Section 10.02.100B of the Salt Lake City Code shall be and hereby is amended to read as follows:

- B. In the event the commission desires nonmembers to serve on such a committee, the commission may request the administrator of the police civilian review board, department of ~~management~~ administrative services, to make the appointment.

SECTION 9: Effective Date: This ordinance shall become effective on July 1, 2009.

Passed by the City Council of Salt Lake City, Utah, this _____ day of _____, 2009.

CHAIRPERSON

ATTEST:

CHIEF DEPUTY CITY RECORDER

Transmitted to the Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

ATTEST:

CHIEF DEPUTY CITY RECORDER

(SEAL)

Bill No. _____ of 2009.

Published: _____.

HB_ATTYY-#8236-v1-Ord_Amending_Dept_Management_Serv_to_Dept_Administrative_Serv_DOC

SALT LAKE CITY ORDINANCE

No. ____ of 2009

(Adopting the rate of tax levy upon all
real and personal property within Salt Lake City,
made taxable by law for fiscal year 2009-2010)

AN ORDINANCE ADOPTING THE RATE OF TAX LEVY UPON ALL REAL
AND PERSONAL PROPERTY WITHIN SALT LAKE CITY MADE TAXABLE BY
LAW FOR FISCAL YEAR 2009-2010.

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

PREAMBLE

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

SECTION 1. PURPOSE. The purpose of this ordinance is to adopt a tax levy, pursuant to Chapter 2, Title 59 of the Utah Code, upon all real and personal property within Salt Lake City made taxable by law during fiscal year 2009-2010 to defray the necessary and proper expenses of Salt Lake City to maintain the government thereof and for operating and maintaining its libraries and reading rooms and to pay for costs of State legislative mandates or judicial or administrative orders under Chapter 2, Title 59 of the Utah Code.

SECTION 2. TAX LEVY: 2009-2010. The City Council hereby adopts the following levy, subject to Chapter 2 Title 59 of the Utah Code, upon all real and personal property within Salt Lake City made taxable by law, for the fiscal year of Salt Lake City beginning July 1, 2009 and ending June 30, 2010, a tax of _____ on each dollar of taxable valuation of said property apportioned as follows:

- (a) _____ shall be credited as revenue in the general fund;
- (b) _____ shall be credited as revenue in the special library fund; and
- (c) _____ shall be credited toward repayment of General Obligation Bonds.

The City Council hereby further levies a tax to cover the costs of State legislative mandates or judicial or administrative orders under Chapter 2, Title 59 of the Utah Code as determined by the Utah State Tax Commission and the Salt Lake County Auditor's Office.

Said tax levies in this Section 2 shall be subject to Mayor approval and City Council reconsideration pursuant to § 10-3b-204 of the Utah Code.

SECTION 3. CERTIFIED TO AUDITOR. The tax levies hereinabove determined and levied shall be certified by the City Recorder to the Auditor of Salt Lake County, State of Utah, pursuant to the provisions of Chapter 2, Title 59 of the Utah Code.

SECTION 4. RESERVE POWER AND RIGHT TO AMEND. The City hereby expressly reserves the power and right to amend any property tax levy made herein as it may deem just, proper and appropriate under the law.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective on July 1, 2009.

Passed by the City Council of Salt Lake City, Utah, this _____ day of _____, 2009.

CHAIRPERSON

ATTEST:

CHIEF DEPUTY CITY RECORDER

Transmitted to the Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

ATTEST:

CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 4-21-09
By [Signature]

(SEAL)

Bill No. _____ of 2009.

Published: _____.

HB_ATTYY-#5184-v2-Adopting_the_rate_of_tax_levy.DOC

SALT LAKE CITY ORDINANCE
No. _____ of 2009
(Amending solid waste and recyclable items)

An ordinance amending Chapter 9.08, *Salt Lake City Code*, relating to solid waste and recyclable items.

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

SECTION 1. That Chapter 9.08, *Salt Lake City Code*, pertaining to solid waste and recyclable items be, and the same hereby is, amended to read as follows:

Chapter 9.08
GARBAGE SOLID WASTE AND REFUSE RECYCLABLE ITEMS

9.08.010 Definitions:

For the purposes of this chapter the following terms, phrases and words shall have the meanings given in this section:

- A. "Agricultural waste" means the manure or crop residues from various agricultural pursuits, including, but not limited to, dairies and the raising of livestock and poultry.
- B. "Asbestos waste" means friable asbestos, which is any material containing more than 1 percent asbestos as determined using the method specified in Appendix A, 40 CFR Part 763.1, 2001 ed., which is adopted and incorporated by reference, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.
- C. "Automated green waste containers" means containers provided by the city to subscribers to the city's green waste collection service.
- D. "Automated recycling containers" means containers provided by the city to subscribers to the city's recycling pick-up collection service.
- ~~E.~~ "Automated refuse containers" means containers provided by the city to residences for removal of garbage refuse by the service provider.
- ~~F.~~ "Bulky waste" means large items of solid refuse or green waste, or recyclable items, that are too large to fit entirely within the appropriate automated refuse, green waste, or recycling container, including, but not limited to, appliances, furniture, motor vehicles, tires, trees, large branches, and stumps.

E. "~~Cinders~~" means the residue of materials burned in boilers, furnaces and heating plants of public buildings, places of business, apartment houses, hotels, and manufacturing plants.

F. "~~Collector~~" means any person who collects or transports solid waste.

G. "~~Community waste~~" means lawn cuttings, clippings from bushes and shrubs, leaves, sweepings from yards, tin cans, newspapers, magazines and cardboard cartons (but not bulky waste or construction and demolition waste).

H. "~~Construction and demolition waste~~" means waste building materials and rubble resulting from construction, remodeling, repair or demolition operations on houses, commercial buildings, structures or pavements.

I. "~~Eligible business~~" means any place of business with access to a city curb that is located within the service provider's normal route of business.

J. "~~Eligible multi-family property~~" means any multi-family property with access to city curb that is located within the service provider's normal route of business.

K. "~~Garbage~~" means the animal and vegetable waste and other food refuse resulting from the handling, preparing, cooking or consumption of food, and other common discarded or useless household materials, but not including agricultural waste, bulky waste, community waste, construction and demolition waste, hazardous waste, radioactive waste, industrial waste, market waste, night soil, trade waste, dead animals, sludge, highly flammable or explosive material, septic tank or holding tank waste, other nonhousehold waste, or hot ashes, cinders, clinkers and stove ash that could ignite other refuse.

L. "~~Garbage service~~" "City collection service" means the removal by the service provider of garbage refuse contained in approved automated refuse containers ("refuse collection service"); green waste contained in approved automated green waste containers ("green waste collection service"); recyclable items in approved automated recycling containers ("recycling collection service"); and special collection events described in section 9.08.030(G).

H. "Construction and demolition waste" means solid waste resulting from the construction, remodeling, repair, or demolition of structures, from road building, and from land clearing. Such waste includes bricks; masonry materials such as concrete, soil, rock, wall coverings, plaster, drywall, and other inert material; plumbing fixtures; asbestos-free insulation; roofing shingles; asphaltic pavement; glass; plastics that are not sealed in a way that conceals other wastes; wood; concrete reinforcing material; and metals that are incidental to any of the above. "Construction and demolition waste" does not include hazardous waste, asbestos-containing material, garbage, fluorescent electrical fixtures containing mercury, refrigeration units

containing chlorofluorocarbons, radioactive waste, waste tires, containers with liquid wastes, or fuel tanks.

I. "Electronic waste" means consumer or business electronic equipment that is near or at the end of its useful life, including but not limited to computers, televisions, VCRs, stereos, copiers, and fax machines.

J. "Eligible recycling customer" means any person (as defined in this subsection) who is the owner or property manager of a property, including a multi-family property, that does not receive city refuse collection services, if that property receives city water and sewer service and has access to a city curb located within the service provider's normal route of business.

K. "Garbage" means the portion of refuse made up of discarded animal and vegetable wastes resulting from the handling, preparing, cooking, and consuming of food, and of such a character and proportion as to be capable of attracting or providing food for insects or other arthropods, rodents, or other animals capable of transmitting the causative agents of human disease or adversely affecting public health and well being. Garbage does not include sewage and sewage sludge.

L. "Green waste" means items of yard waste and items of fruit or vegetable food waste that have not been mixed with or coated by any other type of food or waste.

M. "Green waste collection service" means the removal by the service provider of green waste items contained in approved automated green waste containers.

N. "Hauler" means a person engaged in the off-site collection and transportation of solid waste by vehicle. "Hauler" shall include, but not be limited to, waste haulers, liquid waste haulers, waste tire haulers, and infectious waste haulers. "Hauler" shall not apply to a person engaged in transporting his or her own personally generated solid waste.

O. "Hazardous waste" means any solid ~~or hazardous waste designated as such by the U.S. environmental protection agency,~~ or a combination of solid wastes that, because of its quantity, concentration, ~~or physical, chemical, or infectious characteristics,~~ may:

1. Cause ~~cause~~ or significantly contribute to an increase in mortality or an increase in serious ~~or incapacitating irreversible illness in humans,~~ or

2. ~~Pose~~pose a substantial present or potential hazard to human health or the environment if improperly treated, stored, transported, disposed ~~of,~~ or otherwise managed~~, or any solid waste listed as a hazardous waste under Utah Administrative Code sections R315-2-10 and 11, Utah Hazardous Waste Management Rules, or any solid waste that exhibits a characteristic of a hazardous waste as defined in Utah Administrative Code section R315-2-9, Utah Hazardous Waste Management Rules. The definition for~~

"Hazardous waste" in Utah Administrative Code section R315-2-3 is hereby incorporated by reference.

N. "Infraction" means a failure to comply with this code or rules promulgated thereunder.

O. "Market waste" means condemned or decayed or unsound vegetables, meat, fish and fruit, and all waste and offal thereof from markets, stores and factories, and all vegetable waste and refuse from such markets, stores and factories.

P. "Household hazardous waste" means solid waste generated and discarded from any single or multiple dwelling unit, campsite, ranger station, or other residential source that contains hazardous substances but is exempt from hazardous waste regulation under Utah Administrative Code section R315-2-4(c), Utah Hazardous Waste Management Rules. The container size normally and reasonably associated with households and household activities is five gallons or less. Household hazardous wastes include, but are not limited to, chemical household cleaners, household pesticides and herbicides, paints and stains, paint removers, mercury-containing compact florescent light bulbs, florescent light tubes, petroleum products, batteries (except for alkaline batteries), degreasers, and electronic waste.

Q. "Industrial solid waste" means any solid waste generated at a manufacturing or other industrial facility that is not a hazardous waste or that is a hazardous waste from a conditionally exempt small quantity generator of hazardous waste, as defined by Utah Administrative Code section R315-2-5, Utah Hazardous Waste Management Rules, generated by an industrial facility. Industrial solid waste includes waste from the following industries or resulting from the following manufacturing processes and associated activities: electric power generation; fertilizer or agricultural chemical industries; food and related products or by-products industries; inorganic chemical industries; iron and steel manufacturing; leather and leather product industries; nonferrous metals manufacturing or foundry industries; organic chemical industries; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic product industries; stone, glass, clay, and concrete product industries; textile manufacturing; transportation equipment manufacturing; and water treatment industries.

R. "Infectious waste" means a solid waste that contains pathogens of sufficient virulence and quantity that exposure to the waste of a susceptible host could result in an infectious disease. Infectious waste includes sharps.

S. "Liquid waste" means a solid waste that contains "free liquids" as defined by Method 9095 (Paint Filter Liquids Test), as described in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods" (EPA pub. no. SW-846, latest edition). "Liquid waste" does not include infectious waste or hazardous waste.

T. "Multi-family property" means any multi-family dwelling building or group of buildings that contain(s) four (4) dwelling units or more on a single tax lot, including,

"Multi-family property" includes, without limitation, apartments, condominiums, and mobile home parks.

EU. "Owner" means any person who alone, jointly, or severally with others:

1. Has legal title to any premises, dwelling, or dwelling unit as legal or equitable owner, agent of the owner, or lessee; or
2. Is an executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner.

R.V. "Person" means any individual, public or private corporation and its officers, partnership, association, firm, trustee, executor of an estate, the state or its departments, institution, bureau, agency, county, city, political subdivision, or any other legal entity recognized by law.

~~S.~~ "Night soil" means the contents from privy vaults, cesspools, septic tanks, grease tanks and water closets.

W. "Pharmaceutical waste" means unused or expired medicines or drugs, whether obtained with a prescription or over the counter.

~~FX.~~ "Place of business" means any place in Salt Lake City in which there is conducted or carried on principally or exclusively any pursuit or occupation by any person or persons for the purpose of gaining a livelihood.

UY. "Property manager" means the person responsible for paying the city water and sewer bill for a property, but shall not include the owner of that property.

Z. "Public buildings and places" means office buildings, theaters, garages, auto camps, hotels, clubs, schools, hospitals, or other places of similar character, but shall not mean any building owned by Salt Lake City Corporation.

VAA. "Recyclable material" is a material item" means an item that otherwise would be abandoned or discarded, but ~~which that~~ can be utilized in the secondary material market. Such ~~material includes items include~~ newspaper and inserts; corrugated cardboard; telephone books; paperboard (cereal boxes, paper towel and toilet paper tubes, shoe boxes); magazines; home office paper; ~~junk~~; bulk-rate mail; aluminum, steel and tin cans; plastic coated milk and juice cartons; plastic grocery bags; and plastic containers with the number 1-7 recycling symbol on the container.

~~WBB.~~ "Recycling" means the series of activities, including ~~collection, separation, and~~ processing, by which products or other materials are recovered from or otherwise diverted from the solid waste stream.

~~CC.~~ "Recycling pick-up/collection service" means the removal by the service provider of recyclable material/items contained in approved automated recycling containers.

~~V.~~ "Residences and residence" means buildings or dwellings

~~DD.~~ "Refuse" means wastes commonly discarded by households, institutions, and commercial entities and includes, but is not limited to, garbage; paper contaminated with food waste; non-recyclable papers, plastics, metals, or glass items; diapers; textiles; rubber; and leather. Only objects small enough to fit in an automated refuse container are considered refuse. Refuse does not include: recyclable items, green waste, agricultural waste, asbestos waste, bulky waste, construction and demolition waste, hazardous waste, household hazardous waste, industrial waste, infectious waste, liquid waste, sewage, sludge, special wastes, yard waste, or waste tires.

~~EE.~~ "Refuse collection service" means the removal by the service provider of refuse contained in approved refuse containers.

~~FF.~~ "Residence" means a building or dwelling comprising not more than three (3) residential dwelling units, including, without limitation, a single-family dwellings, designed for separate housekeeping tenements, and where no business of any kind is conducted except such home occupations as are defined in the zoning ordinances of the city.

~~ZGG.~~ "Service provider" means the city or a person, firm or corporation working for the city engaged in the removal of solid waste, garbage, compostable material and/or recyclable material from providing city collection service for any location within Salt Lake City.

~~AA.~~ "Solid waste" means garbage, refuse, trash, rubbish, hazardous waste, industrial waste, construction and demolition waste, dead animals, sludge, liquid or semiliquid waste; other spent, useless, worthless or discarded materials or materials stored or accumulated for the purpose of discarding; materials that have served their original purpose; or waste material resulting from industrial, manufacturing, mining, commercial, agricultural, residential, institutional, recreational or community activities. It does not include solid or dissolved materials in domestic sewage or in irrigation return flows, or discharges for which a permit is required under chapter 11, title 26, Utah Code Annotated, 1953 (as amended) or its successor, or under the federal water pollution control act, 33 USC section 1251 et seq., or successor sections.

~~BB.~~ "Source separation" means a process that separates the recyclable material from solid waste prior to collection for the purpose of recycling such materials.

~~CC.~~ "Stove ashes" means the residue of material burned in stoves and in furnaces in private residences, but not the residue from furnaces in apartment houses, hotels, business houses, heating or manufacturing plants.

DD. "Trade waste" means all discarded wooden boxes, barrels, broken lumber, cardboard boxes, cartons, wastepaper, leather, rubber, excelsior, cuttings, sweepings, rags and other inflammable waste materials, and all discarded trade or manufacturing refuse from stores, factories or other places of business which are not included within the definitions of "garbage", "stove ashes" and "market waste".

HH. "Sewage" means human or animal wastes carried by water or other liquid from a dwelling, business building, institution, industrial establishment, or agricultural, recreational, or other location including, but not limited to, sewer systems, septic tanks, privy vaults, cesspools, and holding tanks in recreational vehicles or travel trailers, including any groundwater, surface water, and storm water that may be mixed with these wastes.

II. "Sharps" means any discarded or contaminated article or instrument that may cause punctures or cuts. Such waste includes, but is not limited to, needles, syringes, pipettes, intravenous tubing with needles attached, glassware, lancets, and scalpel blades.

JJ. "Sludge" means any solid, semisolid, or liquid waste, including grit and screenings, generated from a:

1. Municipal, commercial, or industrial waste water treatment plant;
2. Water supply treatment plant;
3. Car wash facility;
4. Air pollution control facility; or
5. Any other such waste having similar characteristics.

KK. "Solid waste" means any refuse, green waste, agricultural waste, asbestos waste, bulky waste, construction and demolition waste, electronic waste, hazardous waste, household hazardous waste, industrial waste, infectious waste, liquid waste, pharmaceutical waste, sewage, sludge, special wastes, yard waste, or waste tires. Solid waste does not include recyclable items.

LL. "Special wastes" means discarded non-hazardous wastes that may require special handling or other solid waste that may pose a threat to public safety, human health, or the environment. Special wastes include:

1. Ash;
2. Infectious waste including sharps;
3. Small animals wastes; and
4. Pharmaceutical waste.

MM. "Waste tire" means any tire that has been discarded or has ceased to serve the purpose for which it was initially intended due to factors such as wear or imperfections.

NN. "Yard waste" means vegetative matter resulting from landscaping, land maintenance, or land clearing operations including grass clippings, prunings, and other discarded material generated from yards, gardens, parks, and similar types of facilities. Yard waste does not include garbage, paper, plastic, processed wood, sludge, sewage, animal wastes, manure, or agricultural waste.

9.08.020 Salt Lake Valley Health Department Powers:

All scavengersalvage work shall be subject to the direction and control of the Salt Lake Valley health department. It shall be the particular duty of the health department to make rules and regulations and to enforce the provisions of this chapter in reference to garbage and scavenger workHealth Department. The Salt Lake Valley Health Department has adopted rules and regulations regarding solid waste and recycling management, and such rules and regulations apply within Salt Lake City and supersede this chapter where they are inconsistent with this chapter.

9.08.030 Garbage, Green Waste, And Recycling Pick UpCity Collection Services:

The city will provide for the collection and disposal, at the expense of the property owner or manager, of garbage, community waste, stove ashesrefuse, recyclable materialitems, and other such refusegreen waste from residences, eligible multi-family properties, eligible businesses, churches, and nonprofit organizations as provided herein. The city will provide for the collection and recycling of recyclable items and green waste, at the expense of the property owner or manager, from eligible recycling customers as provided herein. Said collection shall be under the supervision of the department of public services pursuant to the following:

A. GarbageRefuse, Green Waste, And Recycling Pick UpCollection Services To ResidencesA Residence:

1. GarbageRefuse Service To ResidencesA Residence And Responsibility For Payment: Except where water, sewer, and garbage refuse service to the owner's premisesa residence is properly terminated, or the owner of that residence notifies in writing the director of public services that the owner's garbage refuse will be picked up and disposed by a private collectorhauler, the owner of every residence shall be responsible and liable for the below enumerated monthly charges for garbage refuse service. The charge for such service shall be billed with the city's regular water and sewer billings to the owner, as shown on the records of the public utilities department, of such dwelling units, and directly to the at the owner's address of all other such residences provided byas shown on the directorrecords of the city'spublic utilities department of public services. In those instances where the water and sewer bill for a residence is currently being sent to a tenant or other occupantthe property manager of

that residence at the owner's request, the garbagerefuse service will be similarly billed. However, the owner of the residence is responsible to pay and is liable for all charges for garbagerefuse service furnished to thethat residence if such tenant-or occupant shall fail property manager fails to pay the same.

2. Sizes Of GarbageRefuse Containers And Charges For GarbageRefuse Service To Residences:

a. Beginning in March 2008, automated garbageAutomated refuse containers will be are available in ninety (90) gallon, sixty (60) gallon, and forty eight (48~~(40)~~) gallon sizes. The owner or property manager of a residence may arrange, in writing, to have one or more automated refuse containers, of the size or sizes described above. Any residentowner or property manager of a residence who changes garbagerefuse container size must continue to use the new garbagerefuse container size for at least twelve (12) months before the residentowner or property manager may again change the size of the garbagerefuse container. Refuse containers may not be shared by residences with separate accounts on the public utility billing system.

b. Monthly charges for general garbage pick-uprefuse collection service provided to residences for the city's fiscal year 2007-20082009-2010 shall be eightnine dollars twenty five cents (\$8.25\$9.00) per month for the firsteach automated forty eight (48~~(40)~~) gallon refuse container. The monthly charge shall be nineten dollars twenty five cents (\$910.25) per month for the firsteach automated sixty (60) gallon garbagerefuse container. Effective March 1, 2008, the The monthly charge shall be eleventwelve dollars twenty fivefifty cents (\$11.2512.50) for the firsteach automated ninety (90) gallon garbagerefuse container. The first automated garbage containerAutomated refuse containers shall be delivered to residences without a delivery charge. Additional forty eight (48) gallon automated garbage containers can be obtained for eight dollars twenty five cents (\$8.25) each per month plus a delivery fee of eleven dollars (\$11.00) each. Additional sixty (60) gallon automated garbage containers can be obtained for nine dollars twenty five cents (\$9.25) each per month plus a delivery fee of eleven dollars (\$11.00) each. Prior to March 1, 2008, additional ninety (90) gallon automated garbage containers can be obtained for ten dollars seventy five cents (\$10.75) each per month plus a delivery fee of eleven dollars (\$11.00) each. Effective March 1, 2008, additional ninety (90) gallon automated garbage containers can be obtained for eleven dollars twenty five cents (\$11.25) each per month plus a delivery fee of eleven dollars (\$11.00) each. These fees are subject to modification by future city councils.

c. The property owner or manager of a residence will be charged a service fee of eleven dollars (\$11.00) for each automated refuse and recycling container removed from that residence for any reason. The property owner or manager of a residence will not be charged a service fee for replacing any refuse container with another size of refuse container.

3. Charges For Green Waste Collection Service To Residences:

a. Beginning in March 2008, Owners or property managers of residences and eligible recycling customers who desire to subscribe to the city's green waste collection service must do so in writing. Such service shall be billed with the city's regular water and sewer billings to the owner of the property receiving green waste collection service, at the owner's address as shown on the records of the public utilities department. In those instances where the water and sewer bill for a property is currently being sent to a property manager of that property at the owner's request, the green waste collection service will be similarly billed. However, the owner is responsible to pay, and is liable for all charges, for the green waste collection service furnished to that property if such property manager fails to pay the same.

b. The minimum subscription period for automated green waste containers will be available to residents on a subscription basis. The minimum subscription period will be twelve (12) months. Green waste collection service shall be provided for nine (9) months each year beginning on March 1 and ending on November 30. —The total cost to subscribers will be forty two dollars (\$42.00) per subscription year for each container. The subscription cost will be allocated evenly and charged each month during the subscription year. The monthly charge for green waste collection service pick up for the city's fiscal year 2007-2008 shall be three dollars fifty cents (\$3.50) per month for the first automated container. The first each automated green waste container. Automated green waste containers shall be delivered to subscribers without a delivery charge. Additional green waste containers can be obtained on a twelve (12) month subscription basis. The fee will be three dollars fifty cents (\$3.50) each per month per container plus a delivery fee of eleven dollars (\$11.00) each. These fees are subject to modification by future city councils.

c. If an automated green waste container is removed from a property due to non-compliance, or at the request of the property owner or manager, the property owner or manager will be responsible for paying the remainder of the annual subscription fee for each container removed.

d. The property owner or manager will be charged a service fee of eleven dollars (\$11.00) for each automated green waste container removed from service for any reason.

4. Recycling Pick-Up Collection Services Available To Residences:

a. Owners or occupants/property managers of residences may elect to subscribe to the city's recycling pick-up collection service. The minimum subscription period for automated recycling containers shall be twelve (12) months.

b. Owners or occupants/property managers of residences receiving city refuse collection services will not be charged for this service in addition to the fee set forth in subsection A2 of this section.

c. Owners or property managers of properties that do not receive city refuse collection services may elect to subscribe to the city's recycling collection service, but will be charged for this service at the rates set forth in subsection B2 below.

B. Recycling Pick-Up/Collection Service Available To Eligible Multi-Family Property Owners, Eligible Businesses, Churches, And Nonprofit Organizations/Recycling Customers:

1. Recycling Pick-Up/Collection Service: Owners of eligible multi-family properties and eligible businesses, churches, and nonprofit organizations Eligible recycling customers may elect to subscribe to the city's recycling pick-up/collection service. A business, church, nonprofit organization, or multi-family complex located outside of the service provider's normal routes may not be eligible to subscribe to the recycling program. Such service shall be billed with the city's regular water and sewer billings to owners, the owner of the property receiving recycling collection service, at the owner's address as shown on the records of the public utilities department, of eligible multi-family properties and eligible businesses, churches, and nonprofit organizations. In those instances where the water and sewer bill for a property is currently being sent to a tenant or other occupant of the premises named in the department of public utilities application/property manager of that property at the owner's request, the recycling pick-up/collection service will be similarly billed. However, the owner is responsible to pay, and is liable for all charges, for the recycling pick-up/collection service furnished such tenant or other occupant to that property if such tenant or occupant shall fail/property manager fails to pay the same. The city may collect from private streets with a signed written agreement between the department of public services and the private street owner.

2. Charges For Recycling Pick-Up/Collection Services: Charges for recycling pick up service provided to the owner of an eligible multi-family property or eligible business, church, or nonprofit organization for the city's fiscal year 2007-2008 shall be three dollars seventy five cents (\$3.75) per month for the first automated recycling container. Additional automated recycling containers can be obtained for three dollars seventy five cents (\$3.75) each per month.

a. The minimum subscription period for automated recycling containers shall be twelve (12) months. Charges for recycling collection service provided to an eligible recycling customer as of the beginning of the city's fiscal year 2009-2010 shall be four dollars (\$4.00) per month for each automated recycling container. Automated recycling containers shall be delivered to eligible multi-family properties and businesses/recycling customers without a delivery charge. These fees are subject to modification by future city councils.

b. The owner or property manager will be charged a service fee of eleven dollars (\$11.00) for each automated recycling container removed from service for any reason.

3. Promotion And Education Requirements Regarding Recycling Pick-Up Or Green Waste Collection Service For Eligible Recycling Customers: In Multi-Family Properties, Businesses, Churches, And Nonprofit Organizations: The business owner or manager of any eligible business, church, or nonprofit organization
An eligible recycling customer who has subscribed to the city's recycling pick-up or green waste collection service must distribute general recycling or green waste information and current program recycling or green waste program guidelines to each employee of such entity person occupying, attending, or working on the property receiving recycling collection service within fourteen (14) days after such employee's commencement of employment and to all employees of the entity recycling or green waste collection service and annually. The owner or manager of any eligible multi-family property who has subscribed to the city's recycling pick-up service must distribute general recycling information and current program recycling guidelines to each tenant housed in the complex within thirty (30) days after such tenant's commencement of occupancy and to all tenants housed in the complex annually thereafter. If requested, the city will assist by providing educational flyers.

C. Billing:

1. Periodic Billing Statements: The department of public utilities shall cause billings for garbage refuse collection, green waste collection, and recycling pick-up collection services to be rendered periodically at rates established in this chapter. In the event if partial payment is made on a combined bill, the payment shall be applied first to franchise fees due, and then to each service on a pro rata basis as determined by the director of public utilities.

2. Delinquency: Fees and charges levied in accordance herewith shall be a debt due to the city. If this debt is not paid within thirty (30) days after billing it shall, at the option of the director of public utilities, be deemed delinquent and subject to recovery in a civil action for which the city may recover reasonable attorney fees, and said department shall have the right to terminate water, sewer, garbage refuse collection, green waste collection, and recycling pick-up collection services to said premises. Any uncollected amount due from the owner on any inactive, terminated, or discontinued account may be transferred to any active account under the owner's name and, upon failure to pay said bill after at least five (5) days' prior written notice, water, sewer, garbage refuse collection, green waste collection, and recycling pick-up collection services to that account and premises may be discontinued.

3. Restoration Of Service: Water, sewer, garbage refuse collection, green waste collection, and recycling pick-up collection service shall not be restored until all charges shall have been paid.

D. Deposits Required From Non-owners: All new water, sewer, refuse collection, green waste collection, and garbage recycling collection service users who are not the owners of the premises shall pay to the department of public utilities for deposit with the city treasurer an amount sufficient to cover the cost of garbage-city collection services that may accumulate. The amount deposited shall be not less than twice any the monthly or bimonthly bill for garbage-collection over the preceding year on such premises, but in no case shall it be less than ten dollars (\$10.00) services. The department of public utilities shall issue a certificate receipt of deposit. The amount deposited shall be refunded by the city treasurer to the holder upon the surrender of the certificate receipt properly endorsed, provided all garbage-refuse collection, green waste collection, and recycling collection service bills and other charges are paid. All bills for garbage-city collection service must be paid promptly without reference to said deposit. Whenever any user of garbage-city collection services fails to pay for garbage-city collection services rendered to such premises, the money deposited or any part thereof may be applied by the department of public utilities to the payment of such delinquent bills by the department of public utilities. The owner of the premises will be required to pay any deficiency.

E. Abatement: Those owners granted indigent abatement for taxes on their dwelling by Salt Lake County under section 59-2-1107 et seq., Utah Code Annotated, or its successor section, shall be granted a fifty percent (50%) annual abatement of the above garbage pick-up-city collection service charges during the year of such abatement.

F. Enterprise Fund: All funds received from garbage service and recycling pick-up service shall be placed in the garbage enterprise fund and left separate and apart from all other city funds. The collection, accounting, and expenditure of all such funds shall be in accordance with existing fiscal policy of the city. Suspensions or Terminations:

1. If a residence being served receiving city collection service is vacant and the owner is trying to sell it, or it is or will be vacant because of an extended vacation of the occupant, the owner may apply to the public services director, in writing for termination of garbage, for suspension of city collection service for a the period of time specified in the written request period. The
2. An owner of a residence may apply to the public services director, in writing, for termination of refuse collection service. If the residence will not be vacant, the request must include an explanation of how refuse will be removed from the property, including applicable supporting documentation such as a billing statement or signed agreement with a private hauler.
3. In the case of any suspension or termination pursuant to this subsection F, all automated garbage refuse, green waste, and recycling container(s) will be picked up and returned at the residence will be removed from that residence pursuant to the owner's request and upon payment of an eleven dollar (\$11.00) per container

~~service fee. If said service fee is paid, no garbage, green waste, or recycling collection fee shall be charged during the period of vacancy.~~

G. Special Collection Events: The city may, at its discretion, also provide for the periodic collection and disposal of bulky waste, bagged leaves, Christmas trees, or other specific types of solid waste. If the city elects to conduct one of these periodic collection and disposal events, all residences that receive refuse collection services from the city will be notified of the event and given instructions regarding the allowable dates and other rules governing the type and placement of allowable types of solid wastes on city streets for collection by the service provider. Only customers of city refuse collection services may participate in these periodic collection events. City customers of refuse collection services will not be charged for periodic collection and disposal events in addition to the fee set forth in subsection A2 of this section. Residents must separate yard waste from other solid waste disposed of through special collection events.

9.08.040 Refuse Enterprise Fund:

There is hereby created a fund category known as the refuse enterprise fund, which shall contain a fund known as the refuse and recycling operations fund and a fund known as the environmental and energy fund. All fees, monies, and revenues received from refuse collection service and recycling collection service shall be placed in the refuse and recycling operations fund and shall be used for refuse operations and recycling collection services. Some or all fees, monies, and revenues received from the Salt Lake Valley Solid Waste Management Facility shall be placed in the environmental and energy fund, as determined annually by the City Council, and shall be used for environmental and energy management and recycling management, including open space, environmental sustainability programs, and other related purposes. Any fees, monies, and revenues received from the Salt Lake Valley Solid Waste Management Facility that are not placed in the environmental and energy fund, shall be placed in the refuse and recycling operations fund. All amounts in the refuse enterprise fund shall be left separate and apart from all other city funds. The collection, accounting, and expenditure of all such funds shall be in accordance with this subsection and in accordance with existing fiscal policy of the city.

9.08.050 Vehicles - Approval By Salt Lake Valley Health Department:

It is unlawful for any person to convey, transport, or haul through or upon any of the public streets; any garbage, swill, market solid waste, night soil or other similar refuse except in sanitary receptacles especially constructed for that purpose, the same to be subject to the approval of the valley health department as permitted by the Salt Lake Valley Health Department. Haulers must comply with all permitting, vehicle, and operational requirements established by the Salt Lake Valley Health Department. Private citizens are permitted to transport only their own personally generated solid waste to appropriate licensed and permitted disposal and recycling facilities under the condition

that they follow all rules regarding securing and covering loads, and prevent all spills or other releases of the material during transport.

9.08.060 Vehicles - Covering Of Contents:

It is unlawful for any person to haul, convey, or transport through or upon any of the public streets, any ~~garbage, ashes, market wastes, trade wastes, manure, night soil, loose paper, scrap lumber, excelsior, tree limbs, bush clippings, lawn clippings, house refuse, yard refuse, liquid wastes, or any other refuse materials,~~ solid waste in open trucks, open trailers, or other open conveyances, unless such waste is covered completely with a heavy tarp, canvas, or other acceptable material subject to the approval of the valley health department, Salt Lake Valley Health Department. Each vehicle must be so covered with a heavy duty canvas or other heavy acceptable material at all times when the vehicle is being used for the collection of, or carrying, transporting, or hauling garbage, manure, market of solid waste, night soil, dead animals, or other refuse and is to be being driven for a distance of five (5) blocks or more without making a planned stop.

9.08.070 Refuse Container Specifications:

A. This section shall apply only to collections made by ~~the city or a private contractor working for the city. In the event service provider.~~ If any container that does not conform to the provisions of this section is set out for collection, the service provider shall have the authority to deny collection services for such container. Any container not meeting the requirements of this section will be tagged by the service provider, and shall not be used again, but shall promptly be replaced by the user thereof.

B. Containers must meet the following specifications:

1. Automated refuse, ~~green waste,~~ and recycling containers shall be made available by the city, and shall be made from durable plastic with a close fitting lid and shall be designed for collection by automated refuse, ~~green waste,~~ and recycling collection vehicles. These containers shall be of such durability that they will be warranted for a minimum of ~~five (5) ten (10)~~ years of normal use.

2. ~~Damage to such refuse and recycling containers caused by hot ashes, clinkers, hot oil or any other material or substance that cuts, melts or ignites the container or other materials shall be paid for by the property owner at the cost of the container plus ten dollars (\$10.00) for delivery of the replacement container. A police case number will be required on all cases of stolen containers before such container shall be replaced. Missing containers replaced without a case number shall be charged at the city's cost plus a ten dollar (\$10.00) delivery fee. If a stolen container is subsequently recovered, the cost of the container shall be credited to the property owner's account. The property owner or manager is responsible to keep containers provided by the service provider in good sanitary condition.~~

3. ~~No rocks, dirt, sand or concrete shall be placed in automated containers.~~

~~4. Owners of residences and eligible multi-family properties, businesses, churches and nonprofit organizations using automated containers shall place all material to be collected within the container or containers with the lids closed. No cans, boxes, barrels or bundled refuse other than that contained in the automated containers shall be collected. There is no limit on the number of automated containers that may be obtained from the city by owners of residences and then placed out for collection.~~

~~5. There is no limit on the number of automated recycling containers that may be obtained from the city by owners of eligible multi-family properties, businesses, churches and nonprofit organizations and then placed out for collection.~~

9.08.080 Containers For All Collection Services: Garbage And Market Waste:

All garbage, refuse, green waste, and recyclable material and market waste items placed outside for collection, whether by a service provider or by another hauler, must be placed in rainproof and fly-proof containers or receptacles, constructed either a metallic container of durable plastic or metal with proper, tight-fitting covers, or weather resistant paper bags specifically for use in garbage and refuse collection, having a method of closing the bag tightly, and shall at all times be kept securely closed, and shall be kept in such place and in such manner as to prevent offense. When automated refuse containers and, automated green waste containers, or automated recycling containers are being used, they shall only be filled to a level that permits the lid to close.

9.08.090 Collection Time - Placement Of Containers:

- ~~A. Receptacles containing garbage, recyclable material and other~~ Automated refuse, green waste matter and recycling containers containing refuse, green waste, or recyclable items to be collected and hauled by the service provider, shall be set out for collection on a city street adjacent to the property, or at the places and at such times as may be designated by the order of the Salt Lake Valley healthcity's public services department. Such receptaclescontainers must not be set out upon the street for collection prior to the evening of the day before collection, and must be set out on the day of collection by seven o'clock (7:00) A.M. and spaced three feet (3') (where possible) from the curb, any parked vehicle or, other container, and any other obstruction, as designated by the Salt Lake Valley healthcity's public services department.
- ~~B. The property owner, manager, or resident is responsible for ensuring automated~~ containers placed for collection are accessible to the service provider's collection vehicle.
- ~~C. All empty receptaclescontainers must be removed from the street as soon as practicable after being emptied, and in every case must be removed from the street the same day they are emptied. No such receptacle shall be permitted to remain on any street longer than may be necessary for the removal of the contents thereof.~~

C. Recycling containers must be set on a city street for collection, not in a parking lot or alleyway.

A. 9.08.095 Allowable Materials for Refuse, Green Waste, and Recyclable Item Collection by Service Provider

This section shall apply to all solid and liquid wastes and recyclable items set out for collection by a service provider. Recyclable items must be separated from refuse and green waste. Only those items deemed to be recyclable items by the city shall be placed in a recycling container. If materials other than the allowable materials listed below are placed in an automated refuse, green waste, or recycling container, the service provider may refuse to empty the container until the unallowable material has been removed, and the city may take enforcement action as described in section 9.08.115.

A. The following wastes are the only wastes that may be placed in an automated refuse container:

1. Refuse as defined in section 9.08.010;
2. Construction and demolition waste if the quantity in each container does not exceed the weight limits allowed in section 9.08.140(C), if less than 1/3 of the container contains sod, dirt, concrete, bricks, or rocks, and if the waste can be placed in the container without causing damage to the container;
3. Liquid wastes if the quantity is limited to less than one gallon, if the liquid is sealed in a leak-proof container, and if the liquid is not considered a household hazardous waste, a hazardous waste, sewage, or any other type of waste that is not permitted in the refuse container under section 9.08.110;
4. Special wastes that have been prepared according to the special waste handling instructions included in section 9.08.100;
5. Yard waste if an alternative, such as composting or placement in an automated green waste container, is not available.

B. The following wastes are the only wastes that may be placed in automated green waste containers:

1. Yard waste;
2. Discarded fruit and vegetable material from kitchens, if it is not mixed or contaminated with other refuse including other kitchen wastes.

C. The following items are the only items that may be placed in automated recycling containers:

1. Recyclable items as listed in section 9.08.010.

9.08.100 Special Waste Materials Requiring Special Preparation: Materials Requiring Special Preparation:

This section shall apply only to the disposal and collection of all special wastes collected in collections made by the city or a private contractor working for the city.

The following special wastes may be placed in an automated refuse container for refuse collection only if they are properly handled by following the instructions below.

A. Ash may be placed in the automated refuse container or other permitted refuse container if it is completely cool to the touch and does not contain any hot or burning coals or cinders. Before being placed in the automated refuse container or other permitted refuse container, the ash must be sealed in a bag or other container to prevent it from being released to the atmosphere during collection or transport.

B. Infectious waste, including sharps, may be placed in the automated refuse container or other permitted refuse container if:

1. The amount of such infectious waste placed in that container in any one calendar month does not exceed 25 pounds;

2. All sharps are completely contained in metal or rigid plastic puncture resistant containers, equipped with tight fitting lids, and secured with packing tape to ensure that the contents are not spilled;

3. All infectious wastes other than sharps are contained in disposable plastic bags that are impervious to moisture and that have a minimum thickness of 3.0 millimeters, and that are tightly sealed to ensure that the contents are not spilled;

4. All bags and containers used for containment and disposal of infectious waste including sharps shall be red in color and conspicuously labeled with the words "Infectious Waste," "Biohazard," or with the international infectious waste symbol.

C. Pharmaceutical waste may be placed in the automated refuse container or other permitted refuse container if it is first rendered noxious or unrecoverable by mixing it with used pet litter, used coffee grounds, or similar objectionable substance, and then is sealed inside a bag or other container that will prevent it from being spilled or scavenged from the refuse container.

D. Small animal waste material must may be placed in the automated refuse container or other permitted refuse container if it is dry, and mixed with sand, sawdust, commercial pet litter, or similar absorptive material, and double wrapped in paper or placed in a separate plastic bag before being placed in a refuse container for disposal.

~~B. Sharp objects such as broken glass, knives and hypodermic needles must be double wrapped in paper or other suitable material so that no sharp edge is exposed before being placed in a refuse container for disposal.~~

~~C. Recyclable material must be source separated from garbage and hazardous waste. Only those items deemed as recyclable material by the city shall be placed in the recycling container.~~

9.08.110 Materials Not Collected By Service Provider:

This section shall apply only to collections made by ~~the a~~ service provider. The following materials require special handling and disposal, and shall not be set out for collection by the a service provider, whether placed in a container or otherwise:

A. ~~Highly inflammable~~ Flammable, corrosive, or explosive materials;

B. ~~Hazardous or radioactive waste material;~~

C. ~~Hot ashes, cinders, clinkers or stove ashes which could ignite other refuse; Hot or burning materials of any type;~~

D. ~~Dead animals;~~

E. ~~Septic tank waste or holding tank waste from recreational vehicles or travel trailers. Sewage;~~

F. ~~Asbestos waste;~~

G. ~~Agricultural waste;~~

H. ~~Household hazardous waste;~~

I. ~~Electronic waste;~~

J. ~~Sludge;~~

K. ~~Waste tires.~~

9.08.115 Compliance With And Enforcement Of Recycling And Green Waste ~~Pick Up~~Collection Service Laws:

A. ~~In evaluating whether an infraction a violation regarding the recycling or green waste pick-up collection service has occurred, city staff or the city's contractor service provider has the right to visit the premises of multi-family properties, businesses, residences, churches, and nonprofit organizations or eligible recycling customers that subscribe to the recycling pick-up service or residences that subscribe to the green waste or green waste~~

collection service to determine the presence and capacity of recycling or green waste containers, the presence and quantities of recyclable material items in recycling containers, the presence and quantities of green waste in green waste containers, the presence of signs, flyers, stickers, and other information that promotes recycling, and to engage in discussion with tenants, employees property managers, residents, and owners regarding their recycling or green waste program.

B. The city may initiate an enforcement action based on its own observations or notification by the service provider or other third parties for of failure to comply with this code and rules promulgated thereunder governing the recycling or green waste pick upcollection service. The city or its service provider will notify the resident or owner or eligible recycling customer in writing describing the nature of the failure to comply.

C. The city reserves the right to discontinue recycling or green waste pick upcollection service for any residence, multi-family property, business, church, or nonprofit organization or eligible recycling customer that fails to comply with this code and rules promulgated thereunder governing the recycling or green waste pick upcollection service. The property owner or manager will be charged a service fee of eleven dollars (\$11.00) for each container removed from service.

D. For a period of six (6) months after the recycling or green waste pick upcollection service has been discontinued due to infractions a violation, the residence owner, multi-family property owner, business owner, church or nonprofit organization eligible recycling customer shall not be allowed to subscribe to the recycling or green waste pick upcollection service. After the six (6) month period, the owner or eligible recycling customer may request recycling or green waste collection service in accordance with section 9.08.030.

9.08.120 "No Dumping" Signs:

The city will furnish to any person who shall apply for the same a "no dumping" sign, at cost, to be placed on any lot where offensive solid or other refuse liquid waste of any type is likely to be deposited, in accordance with approved regulations of the valley health department Salt Lake Valley Health Department.

9.08.130 Unauthorized Collection:

It is unlawful for any person to remove any community refuse, recyclable items, or green waste set out on a public street or alley for service provider collection on a regular garbage and refuse collection day without written authorization from the department of public services. Nothing herein shall be construed to prohibit any person from removing community refuse, recyclable items, or green waste which has been produced on premises actually occupied by the person removing said waste.

9.08.140 Damaging Garbage Containers:

- A. ~~All licensed collectorshaulers of garbage refuse, recyclable materialitems, or other refuse and city employees engaged in garbage and refuse collectiongreen waste, including service providers, shall, immediately upon emptying containers or receptacles, replace the cover thereon and set such containers or receptacles in an upright position. All garbage and recycling collectorshaulers, including service providers, shall exercise reasonable care in the handling of garbage refuse, recyclable materialitems, and other refusegreen waste, and the containers or receptacles containing the same.~~
- B. It is unlawful for any person to ~~wilfully~~willfully break, deface, or injure any container or receptacle used to contain ~~garbage refuse, recyclable material or other refuse, items, or green waste,~~ or to do or permit anything to be done in connection with such containers or receptacles or the contents thereof ~~which~~that shall be offensive or filthy in relation to any person, place, building, premises, or highway.
- C. Damage to automated refuse, green waste, or recycling containers caused by placing more than 160 pounds of solid waste in an automated 40-gallon refuse container, 200 pounds of solid waste in an automated 60-gallon refuse container, or 300 pounds of solid waste or recyclable items in an automated 90-gallon container, or caused by hot materials, corrosive materials, or any other solid waste, material, or substance that cuts, melts, or ignites the container or other materials shall be paid for by the property owner to whom the container is assigned at the cost of the container plus an eleven dollar (\$11.00) service fee for each damaged container removed. A police case number will be required on all cases of stolen containers before such container shall be replaced. Missing containers replaced without a police case number shall be charged at the city's cost. If a stolen container is subsequently recovered, the cost of the replacement container shall be credited to the property owner's account.

9.08.145 Unlawful To Place On Streets Or Premises:

- A. ~~It is unlawful for any person, to deposit, or for an owner or occupant of any premises or vacant property to deposit or cause or permit to be deposited, or to allow to remain deposited thereon, any garbage, recyclable material, marketsolid or liquid waste, stove ashes, trade waste, or any other similar refuse in or upon any street or alley, or upon any premises in the city, without express permission from the Salt Lake Valley Health Department except within the specified time frame and requirements of the city's special collection events as set forth in section 9.08.030(G), board of health.~~
- B. If solid or liquid wastes are placed on the street during special collection events described in section 9.08.030(G) that do not comply with the rules governing the allowable type, placement, or separation of solid wastes, the solid or liquid wastes will not be picked up and the resident occupying the property bordering the solid or liquid waste will be required to remove and properly dispose of the solid or liquid waste. Violations will be referred to the Salt Lake Valley Health Department.

9.08.150 [Reserved] Placing Loose Trade Waste On Street Prohibited:

~~It is unlawful for any person to place or cause to be placed upon any street or alley, for the purpose of collection or otherwise, any loose paper, excelsior or similar trade waste. All such trade waste must be baled or placed in sacks securely tied or otherwise containerized, as directed elsewhere in this chapter, before collection is made.~~

9.08.160 Vehicles Standing On Street Prohibited When:

~~It is unlawful for any person to suffer, permit, or allow any vehicle loaded with community solid or liquid waste, garbage, manure, slops, swill, market waste or other refuse to be or remain standing upon any public street within the city any longer than may be necessary for the purpose of loading and transporting the same.~~

9.08.170 Befouling Gutters And Ditches Prohibited:

~~It is unlawful for any person to sweep into or deposit any rubbish or refuse, green waste, or any other type of solid or liquid waste in any gutter or ditch within the city limits.~~

9.08.180 Polluting Water With Animals Or Fowl Prohibited:

~~It is unlawful for any person to throw or deposit any dead animal or fowl, or any live animal or fowl for the purpose of drowning, in any reservoir, pool, canal, creek, or other stream or body of water within the city.~~

9.08.185 Removal Of Dead Animals And Condemned Food By Contract:

~~The mayor or his or her designee may contract with a person or corporation to remove from the corporate limits of the city any animal found dead within the city, or any meat, fish, or poultry duly condemned as unfit for human food by inspectors acting under the board of health Salt Lake Valley Health Department, and to have the exclusive right to receive dead dogs and cats from the city or other person at any place designated thereby for receipt of such. Such contractor shall remove and properly dispose of all such without charge to the city.~~

9.08.190 Spilling Garbage Solid or Liquid Waste Or Recyclable Material Items On Streets Unlawful:

~~It is unlawful for any person engaged in hauling garbage, recyclable material, manure, rubbish solid or other matter liquid waste of any kind, or recyclable items, to permit, allow, or cause any of said matter waste or items to fall and remain in the streets.~~

9.08.200 Dumping Garbage, Refuse Solid or Liquid Waste Or Recyclable Material Items Prohibited:

~~It is unlawful for any person to place, deposit, or dump garbage, solid or liquid waste of any type, or recyclable material, ashes, market waste, paper boxes, cartons, trade waste, manure or night soil, or any other refuse items, upon any lot within the limits of the city,~~

whether such lot is occupied or vacant, and whether such person so placing, depositing, or dumping such ~~refusewaste or items~~ is the owner, tenant, occupant, or lessor thereof or has the same under his or her jurisdiction and control.

SECTION 2. This ordinance shall take effect July 1, 2009.

Passed by the City Council of Salt Lake City, Utah this _____ day of _____, 2009.

CHAIRPERSON

ATTEST:

CHIEF DEPUTY CITY RECORDER

Transmitted to Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

ATTEST:

CHIEF DEPUTY CITY RECORDER

(SEAL)

Bill No. _____ of 2009.

Published: _____.

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 4-24-09
By: [Signature]

SALT LAKE CITY ORDINANCE
No. _____ of 2009
(Fuel/Equipment Fee Increase for Secondary Employment)

An ordinance amending section 2.54.030 of the Salt Lake City Code, relating to fuel/equipment fee increase for secondary employment.

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

SECTION 1. That Section 2.54.030 of the Salt Lake City Code be, and the same hereby is, amended as follows:

2.54.030 Use Policy And Restrictions:

- A. Except as provided in subsection B of this section, no motor vehicle owned by the city may be taken home by any city employee except under the following circumstances:
1. Authorization to regularly take home a city owned vehicle is granted by the department director and approved by the chief administrative officer or his or her designee based on a demonstrated need for such vehicle to be taken home to serve the public interest; or
 2. Due to an isolated incident of use when, because of the lateness of the hour or other peculiar circumstances, it is impractical or impossible to return such vehicle to city custody at the end of a duty shift.
- B. Authorization to regularly take home a city owned vehicle may be granted to a full time employee for a "demonstrated need" based on at least one of the following criteria:
1. The employee has been designated as the director of a city department.
 2. The vehicle is assigned to a sworn and certified law enforcement officer of the Salt Lake City police department or an employee of the Salt Lake City fire department (in either case, a "public safety officer"), pursuant to their department's take home car program requirements. For public safety officers who live within Salt Lake City, off duty use of the vehicle is available within Salt Lake City. For public safety officers who live outside Salt Lake City: a) off duty use of the vehicle is available only while the officer is already within Salt Lake City on official city business, and b) limited personal use of the vehicle is allowed outside Salt Lake City only when incidental to the officer's commute to or from his or her residence. Travel to and from secondary employment in a city vehicle is prohibited except with respect to police officers and

in that case only if the secondary employer, ~~beginning October 1, 2006~~, pays a fuel surcharge of ~~threesix~~ dollars (\$36.00) per work shift of the police officer. The amount of personal use shall be established by police department or fire department policy, as the case may be, and shall be a reasonable amount that, as described in that policy, shall not accumulate excessive miles on the vehicle. Fleet management shall provide to the police chief and the fire chief a monthly report detailing usage and mileage of city vehicles, thus enabling the police chief and the fire chief to monitor vehicle usage and to determine what constitutes a reasonable accumulation of miles on vehicles.

3. The employee must respond to at least five (5) emergency situations or callbacks to work per month.

4. The nature of the employee's work requires immediate response to emergency situations, regardless of frequency, that require the use of specific safety or emergency equipment that cannot be reasonably carried in the employee's personal vehicle.

C.1. Employees who have a demonstrated need as set forth in subsection B of this section may use city owned motor vehicles on a voluntary basis to travel to and from their homes only with the knowledge and consent of the appropriate department head, and only if such employees, beginning October 1, 2006, make biweekly payments to the city for such use according to the following fee schedule:

Distance (In Miles) From The Intersection Of I-80 And Redwood Road	Biweekly Payment
Public safety employees who live in the city	-\$ 0.00
Employees (other than public safety employees) who live in the city	0.00
5 or less	10.40
10 or less	20.80
15 or less	31.20
20 or less	41.60
25 or less	52.00
30 or less	62.40
35 or less	72.80
More than 35	72.80

The city council shall reevaluate the fee schedule each year in conjunction with its adoption of the annual city budget. For employees whose use of vehicles is grandfathered pursuant to subsection D of this section, the biweekly fee shall increase by twenty percent (20%) in the third year of the grandfather period, by an additional

twenty percent (20%) in the fourth year of the grandfather period, and by an additional twenty percent (20%) in the fifth year of the grandfather period. Prior to October 1, 2006, employees who use city owned motor vehicles as described in this subsection C shall make payment to the city according to the written fee schedule for such use adopted by the mayor or the mayor's designee that was in effect in July 2006. Notwithstanding anything herein to the contrary, department heads, including the chief of the police department and the chief of the fire department, shall not be required to pay the fees imposed by this subsection C.

2. The mayor shall, by written policy, set forth liability insurance coverage to such employees, which coverage shall be not less than two hundred thousand dollars (\$200,000.00) per incident, shall cover bodily injury, death, and property damage and shall be in addition to that required by Utah code sections 31A-22-304 and 63-30d-802.

D. Except as otherwise provided in this subsection, under no circumstances shall a city owned vehicle be authorized for take home use for an employee who resides farther than thirty five (35) miles from the intersection of I-80 and Redwood Road, regardless of the department in which the employee is employed. Public safety officers qualifying for a take home vehicle as of August 1, 2006, will be grandfathered from this limitation for a period of five (5) years beginning August 1, 2006.

E. Except as provided in subsection B2 of this section, under no circumstances shall a city vehicle be used for any purpose other than city business, to promote a city interest, or for any use authorized by the mayor or the mayor's designee.

F. The distance of an employee's residence from the intersection of I-80 and Redwood Road may be established by evidence generated by any commonly available internet or computer software program that estimates distances using driving directions. An employee who disagrees with the determination of the city regarding that distance calculation may appeal that determination to the employee's department head or the department head's designee, pursuant to a process established by departmental policy. Any department's policy shall require the employee to: 1) provide documentation supporting any disagreement with the distance determination of the city, and 2) describe any action taken by the department regarding the matter. The department shall maintain records regarding the appeal and shall make those records available for audit purposes.

SECTION 3. That this ordinance shall take effect immediately upon the date of its

first publication.

Passed by the City Council of Salt Lake City, Utah this _____ day of _____, 2009.

CHAIRPERSON

ATTEST:

CHIEF DEPUTY CITY RECORDER

Transmitted to Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

ATTEST:

CHIEF DEPUTY CITY RECORDER

(SEAL)

Bill No. _____ of 2009.

Published: _____.

APPROVED AS TO FORM

Salt Lake City Attorney's Office

Date: 4/24/09

By: Martha S. Stonebrook

Martha S. Stonebrook, Senior City Attorney

SALT LAKE CITY ORDINANCE
No. _____ of 2009

(Approving a Memorandum of Understanding
between Salt Lake City Corporation and
Local 1004 of the American Federation of State,
County and Municipal Employees (AFSCME)
representing the "100, 200 and certain identified 300 Series" City Employees)

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN SALT LAKE CITY CORPORATION AND LOCAL 1004 OF THE AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
REPRESENTING THE "100, 200 and certain identified 300 SERIES" CITY EMPLOYEES,
WHICH SHALL BECOME EFFECTIVE ON PROPER RATIFICATION AND SIGNATURE.

PREAMBLE

Local 1004 of the American Federation of State, County and Municipal Employees (AFSCME) as the Certified Bargaining Representative for the "100, 200 and certain identified 300 Series" City Employees, and the Mayor, have agreed to a Memorandum of Understanding subject to appropriate ratification by the "100, 200 and certain identified 300 Series" City employees and signature of the parties.

Section 12(c) of the Collective Bargaining and Employee Representation Joint Resolution, dated January 13, 2009, provides that no collective bargaining Memorandum of Understanding shall be effective until the City Council approves the Memorandum of Understanding, enacts implementing legislation and appropriates all required funds.

The attached Memorandum of Understanding is a two year agreement effective for fiscal years 2010 and 2011. The City Council has appropriated necessary funds required to implement the provisions of the attached Memorandum of Understanding for fiscal year 2010.

Accordingly, the City Council wants to approve the attached Memorandum of Understanding between Salt Lake City Corporation and Local 1004 of the American Federation of State, County and Municipal Employees (AFSCME) which shall become effective on ratification and signature of the parties.

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

SECTION 1. PURPOSE. The purpose of this Ordinance is to approve the attached Memorandum of Understanding which shall become effective on appropriate ratification by the "100, 200 and certain identified 300 Series" City employees and on signature of the Mayor, as the Chief Administrative Officer for the City and Local 1004 of the American Federation of State, County and Municipal Employees (AFSCME) representing the "100, 200 and certain identified 300 Series" employees, pursuant to Section 12(c) of the Collective Bargaining and Employee Representation Joint Resolution, dated January 13, 2009.

SECTION 2. The attached Memorandum of Understanding between the City and Local 1004 of the American Federation of State, County and Municipal Employees (AFSCME) is hereby approved.

SECTION 3. AUTHORIZATION. The Mayor of Salt Lake City, Utah is hereby authorized to act in accordance with the terms and conditions of the attached Memorandum of Understanding when it is properly ratified and executed.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be deemed effective on July 1, 2009.

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

_____, 2009.

CHAIRPERSON

ATTEST:

CITY RECORDER

Transmitted to the Mayor on _____

Mayor's Action: _____ Approved _____ Vetoed

MAYOR

ATTEST:

CITY RECORDER

(SEAL)

Bill No. _____ of 2009.

Published: _____

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 4-27-09
By [Signature]

MEMORANDUM OF UNDERSTANDING

July 1, 2009 – June 30, 2011

Salt Lake City Corporation
and the
American Federation of
State, County, and Municipal Employees
Local 1004, AFL-CIO



AFSCME
Patty Rich, Executive Director
Website: www.afscmeutah.org
Office: 801.532.1009
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Salt Lake City Corporation
Website: www.slcgov.com
Intranet: <http://slcnet>
Office: 801.535.7900
E-mail: hr.unioninfo@slcgov.com

MEMORANDUM OF UNDERSTANDING

**Salt Lake City Corporation
and the
American Federation of
State, County, and Municipal Employees
Local 1004, AFL-CIO**

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this ____ day of June 2009 by SALT LAKE CITY CORPORATION (“City”) and Local 1004 of the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO (“AFSCME”).

WITNESSETH:

WHEREAS, the City recognized the value of collectively bargaining with AFSCME the terms and conditions of employment for eligible employees pursuant to the Collective Bargaining and Employee Representation Joint Resolution dated January 13, 2009 (“Resolution”); and

WHEREAS, the City and AFSCME have negotiated and have reached agreement on the terms and condition of eligible employee’s employment for fiscal years 2010 and 2011; and

WHEREAS, The City and AFSCME recognize that this MOU does not modify the City’s authority or obligations established by the Utah Constitution and Utah statutes; and

WHEREAS, the City and AFSCME jointly desire to establish the wages, benefits and employment conditions of the eligible employees identified by the City as required by the Resolution in order to promote the efficient operations of the City and to provide an appropriate method of handling and processing grievances; and

WHEREAS, the City and AFSCME agree that this MOU entirely replaces the Memorandum of Understanding between the parties effective July 1, 2008;

NOW, THEREFORE, the City and AFSCME agree that the following outlines their joint agreement:

ARTICLE 1 – CONSTRUCTION OF MOU

The City and AFSCME agree that any questions about the meaning of this MOU’s terms will be resolved by the procedures outlined in the MOU.

This MOU contains a separate section specifically dealing with issues unique to the eligible employees assigned as Airport Police Officers, Airport Operations Coordinators, Police Dispatchers, eligible employees in the Police Department, Fire Dispatchers, and eligible employees in the Fire Department (“Public Safety Employees”). Those provisions relate to Uniform Allowance, Hours of Service, Probationary Period, Shift, Vacation and Holiday Bids, Civil Service Commission, and Special Duty Assignments. The affected provisions will be starred (*). Public safety employees should refer to both sections of the MOU when a provision is starred (*).

ARTICLE 2 – LIMITATIONS OF PROVISIONS

This MOU's provisions are subject to the limitations, terms, and conditions of the Resolution.

ARTICLE 3 – RECOGNITION

The City recognizes AFSCME as the sole organization responsible for: 1) negotiating compensation, wages, hours, and other conditions of employment for eligible City employees; and 2) representing eligible employees as allowed by this MOU.

ARTICLE 4 – MANAGEMENT RIGHTS

Except as specifically changed by the terms of this MOU, the City retains the exclusive right to decide how to manage its employees and to direct its operations.

ARTICLE 5 – ELIGIBLE EMPLOYEES' RIGHTS

Eligible employees have the right to join and participate in AFSCME's activities subject to the Resolution for representation on all matters of employee relations or to refuse to join or participate in AFSCME activities. Eligible employees also have the right to represent themselves individually in their employment relations with the City. AFSCME agrees that it will not restrain or coerce any eligible employee in the exercise of his or her rights and will not discriminate against any eligible employee because of membership or non-membership or activity or non-activity with AFSCME.

ARTICLE 6 – AFSCME'S RIGHTS AND RESPONSIBILITIES

A. AFSCME's Rights

AFSCME has the right to present its views to the City either orally or in writing.

AFSCME's President or Vice-President may act in the absence of AFSCME's business agent.

AFSCME may provide information about AFSCME during new employee orientation.

AFSCME may designate official delegates to AFSCME conferences and conventions and the City agrees that it will allow these delegates a total of fifteen (15) working days time off with pay to attend conferences and conventions if AFSCME provides the City with at least fifteen (15) calendar days notice of the conference and/or convention and the delegate's supervisor agrees the eligible employee's absence will not substantially interfere with operational needs. The City will not unreasonably deny AFSCME's request.

AFSCME may request two (2) eligible employees be allowed an unpaid leave of absence to conduct union business. AFSCME agrees it will make any such request in writing at least thirty (30) days

before the beginning of the proposed leave. Only one (1) eligible employee at a time from a division will be allowed to take leave under this section. An eligible employee returning to work within 180 calendar days of taking the leave will not lose any seniority and will be guaranteed placement in the position the eligible employee held before taking the leave. Any eligible employee on a leave of absence under this paragraph may continue to participate in the City's Health Insurance programs as provided by law (COBRA), provided the eligible employee pays the employee's share of the premium and AFSCME pays the City's share of the premium.

B. AFSCME's Responsibilities

AFSCME agrees to represent the interests of all eligible employees in good faith.

AFSCME agrees it will provide the same representation to all eligible employees without discrimination and without regard to whether the eligible employee is an AFSCME member.

AFSCME agrees that it will maintain the number of stewards needed to allow each eligible employee access to a steward during working hours. AFSCME may designate six lead stewards from among its stewards. AFSCME agrees that it will not designate more than thirty-three (33) stewards.

AFSCME agrees to identify, in writing, its officers, stewards and lead stewards and the workgroup(s) the steward represents on an annual basis. AFSCME also agrees to notify the City of any changes to its stewards or officers as soon as reasonably possible.

AFSCME agrees that its stewards will not conduct AFSCME business such as soliciting membership, electing officers, holding membership meetings, or distributing literature during a steward's normal duty hours.

AFSCME stewards may post AFSCME material on the designated bulletin board during normal duty hours when it does not interfere with the steward's normal work routine.

The City will provide AFSCME with one (1) copy of this MOU for each eligible employee and AFSCME will distribute a copy to each eligible employee within fourteen (14) calendar days after receiving copies of the MOU. AFSCME and the City will agree on the design, printing, and form of the MOU. AFSCME agrees to consult with the City on how to distribute the MOU to each eligible employee. The City will try to make the printed copies available within two months after the MOU's effective date.

ARTICLE 7 – STRIKES AND WORK STOPPAGES

AFSCME agrees that continuous and uninterrupted service by the City and its employees to the City's citizens are the essential considerations for this MOU. AFSCME agrees that it will not engage in, or encourage, any of the following acts:

1. A concerted absence, in whole or in part, by any group of eligible employees from the full, faithful, and proper performance of his or her duties for the purposes of inducing, influencing,

condoning, or coercing a change in the terms and conditions of employment, including sick calls, sick outs, slow downs, or any other concerted interference with services provided by the City; or

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

If an eligible employee violates this Article, the City may, in addition to any other lawful remedies, discipline the eligible employee involved in the violation. AFSCME acknowledges that this discipline could include the loss of seniority and/or termination of the eligible employee's employment.

No eligible employee will receive any benefits or wages while he or she is engaged in a strike, work stoppage, or other interruption of work.

ARTICLE 8 – CITY'S OBLIGATIONS TO AFSCME

The City agrees to recognize AFSCME's officers and designated representatives.

The City agrees that it allow each AFSCME steward up to twenty-four (24) hours each calendar year during the steward's normal working hours to attend City related AFSCME meetings and/or to conduct other City related AFSCME business.

The City agrees that it will allow each AFSCME steward up to fifty-two (52) hours each calendar year during the steward's normal working hours to investigate potential MOU violations and to represent eligible employees during any disciplinary process outlined in the MOU.

AFSCME agrees that its stewards will complete the form attached as Appendix "A" to request time under this Article. The steward will not be allowed to take time unless the steward's supervisor gives the steward permission to take the time. The City agrees that it will not unreasonably deny a steward's request for time and will provide the steward with an explanation before denying a request.

AFSCME and the City agree they will meet to discuss any steward's request for time beyond that outlined above.

AFSCME may request City documents or information from the Mayor's designee if the documents or information are necessary to support a grievance or complaint allowed by this MOU. The Mayor's designee will determine which documents or information the City will provide AFSCME. AFSCME agrees that any documents or information will not be used outside of this MOU's grievance processes.

The City and AFSCME agree that information related to alleged employee misconduct or substandard performance is confidential. The City and AFSCME also agree that discussions with a steward, an employee participating in an investigation or grievance, and the City about efforts to resolve a grievance, complaint or disciplinary matter are also confidential. All such information will only be disclosed with those who have a need to know such information. Should AFSCME or the City believe that confidential

information has been improperly released or disclosed, AFSCME or the City may request that the Mayor's designee or AFSCME's executive board investigate the alleged release or disclosure and recommend the appropriate action to be taken.

The City will provide AFSCME a summary of disciplinary actions taken during the previous year upon AFSCME's request. This summary will not include employees' names. This information will be kept confidential.

The City will deduct AFSCME membership dues from an employee's pay when the employee makes a written request. The City will stop making the deduction upon an employee's request. The City will notify AFSCME of any such request. AFSCME agrees it will provide to the City mutually acceptable forms allowing an employee to join AFSCME and to discontinue the employee's AFSCME membership.

Upon ten (10) calendar days advance notice, the City will provide AFSCME a list of membership additions and deletions and current business addresses, business telephone numbers, and original dates of hire when available as computed by the City's payroll department.

The City will provide AFSCME space of not less than four (4) feet wide and three (3) feet high to place a bulletin board at locations requested by AFSCME and agreed to by the City. The City may require AFSCME to remove material that violates City policy.

The City will provide paid time off from scheduled work to allow AFSCME's President to attend the memorial of an individual who was an eligible employee at the time of death.

The City will provide AFSCME copies of all personnel policies and procedural directives, along with any changes in such personnel policies and procedures.

In an effort to encourage trust and communications, the City agrees to give AFSCME's President thirty (30) calendar days notice prior to changing any City personnel policy. The City agrees to give each department's lead steward fourteen (14) calendar days notice prior to changing any department personnel policy. AFSCME may agree to waive these notice provisions.

The purpose of the notice is to solicit AFSCME's input on the written personnel policy changes. The provision shall not be construed to limit or discourage efforts of either the City or AFSCME to discuss additional matters of mutual concern.

ARTICLE 9 – COMMITTEES

A. Labor Management Committee

The City and AFSCME will jointly establish a Labor Management Committee.

One AFSCME representative from each department and seven (7) employees appointed by the City will make up the Committee.

The Committee will meet at least once every quarter. Time spent during the Committee's meetings will be considered time worked. The Mayor's designee will, after consulting with AFSCME, prepare and distribute the agenda for each meeting.

The Committee will discuss any issues related to eligible employees' wages, hours, and other conditions of employment. The Committee may make recommendations to Department Directors on these issues.

A Department Director may create his or her own committee to address these issues.

The Committee will study whether any other committees should be established to improve eligible employees' working conditions. No later than March 1, 2010 the City and AFSCME will make any recommendations on these committees to the Mayor.

The Committee will study whether changes should be made in this MOU's pre-bid process. No later than March 1, 2010 the City and AFSCME will recommend any suggested changes to this process to Human Resources.

B. Safety Committees

Each department establishing a Safety Committee will include at least one (1) representative and one (1) alternate appointed by AFSCME. If the City establishes a City-wide Safety Committee it will include at least one (1) AFSCME representative from each department.

ARTICLE 10 – PERSONNEL FILES

Departments will provide a copy of all written disciplinary actions to Human Resources within thirty (30) calendar days of the date of the discipline. Human Resources will maintain the documents in a secure, centralized location. Any eligible employee has the right to review his or her files and to request that a document be purged as allowed by the City's "Personnel Records" policy.

ARTICLE 11 – SENIORITY

Except when specifically changed in this MOU, an eligible employee's seniority will be based upon an eligible employee's continuous paid City service.

ARTICLE 12 – WAGE SCHEDULE

Subject to Article 51, the City agrees that from July 1, 2009 – June 30, 2010, it will pay eligible employees the amounts outlined in the Wage Schedule attached as Appendix "B".

The City and AFSCME agree that there will be a limited reopener of this MOU for the exclusive purpose of negotiating the wage schedule for July 1, 2011 – June 30, 2012.

No regular part-time employee may receive compensation above the entry level for performing similar job duties of a full-time salaried eligible employee.

ARTICLE 13 – MERIT INCREASES

An eligible employee may receive a merit increase for successfully performing the job duties outlined in his or her job description.

An eligible employee will not receive his or her merit increase if the eligible employee has engaged in misconduct which has resulted in discipline or has documented performance problems. The City agrees that it will not deny an eligible employee a merit increase without providing the eligible employee a written explanation for the denial and providing the eligible employee an opportunity to respond.

ARTICLE 14 – LONGEVITY PAY

Each eligible employee who has completed six (6) continuous full years of employment with the City will receive an additional Fifty Dollars (\$50) each month.

Each eligible employee who has completed ten (10) continuous full years of employment with the City will receive an additional Seventy Five Dollars (\$75) each month.

Each eligible employee who has completed sixteen (16) continuous full years of employment with the City will receive an additional One Hundred Dollars (\$100) each month.

Each eligible employee who has completed twenty (20) continuous full years of employment with the City will receive an additional One Hundred Twenty Five Dollars (\$125) each month.

Longevity pay will be based on the most recent date an eligible employee became a full-time employee with the City.

ARTICLE 15 – SHIFT DIFFERENTIAL

In addition to an eligible employee's regular hourly rate the City will pay an hourly shift differential as follows:

1. If half or more of the hours in an eligible employee's scheduled shift are between the hours of 3:00 p.m. and 10:00 p.m., the eligible employee will receive a premium of Seventy Cents (\$.70) for each hour of that shift; or
2. If half or more of the hours in an eligible employee's scheduled shift are between 10:00 p.m. and 4:00 a.m., the eligible employee will receive a premium of Ninety Cents (\$.90) for each hour of that shift; or

3. If half or more of the hours in an eligible employee's scheduled shift are between the hours of 4:00 a.m. and 9:00 a.m., the eligible employee will receive a premium of Seventy Cents (\$.70) for each hour of that shift.

All shift differential pay will be included when computing overtime. Eligible employees who are receiving the Snow Fighter Corps differential pay under Article 16 will not receive a shift differential while receiving Snow Fighter Corps differential pay.

ARTICLE 16 – SNOW FIGHTER PAY

If the City's Department of Public Services identifies an eligible employee as a member of the Snow Fighter Corps, it will pay the eligible employee a minimum of Two Hundred Dollars (\$200) per pay period during the snow fighter seasons (October 18, 2009 to March 6, 2010 and October 17, 2010 to March 5, 2011) not to exceed \$2,000 during any one snow season. This premium replaces callback pay, standby/on-call pay, pay for shift changes, and any shift differential for work related to snow removal.

The City will determine how many employees are needed from each *workgroup* to effectively staff the Snow Fighter Corps. Volunteers will be assigned based upon City seniority within the *workgroup*. If the City does not have enough volunteers to staff a snow fighter crew, the City will assign employees based on City seniority starting with the least senior employee in the *workgroup*.

The City may apply some flexibility to an eligible employee's regularly scheduled shifts during the identified snow seasons as long as the eligible employee receives pay for the regularly scheduled number of hours each day. If the snow manager sends an eligible employee home to rest in anticipation of being called out later in the day only to discover the eligible employee was not needed, the eligible employee will receive pay for his or her minimum normal hours for that work day.

Any eligible employee assigned to the Snow Fighter Corps who is on light duty, short term disability or worker's compensation who cannot perform Snow Fighter Corps duties will not receive the differential pay for that pay period.

The City may remove an eligible employee from the Snow Fighter Corps for a pay period if the eligible employee misses a snow event for an unscheduled reason.

The City may remove an eligible employee from the Snow Fighter Corps if:

1. The City has documented the eligible employee's poor work performance; or
2. Because the eligible employee has missed a total of three (3) unscheduled snow events during the snow season.

ARTICLE 17 – CERTIFICATION DIFFERENTIAL PAY

All eligible employees who have completed the required training and passed the testing for certification will, at a minimum, receive the following:

Water Treatment Operators Distribution Workers (monthly)			
Grade	Trainee	Operator	Senior Operator
1	\$0	\$0	\$0
2	\$20	\$0	\$0
3	\$50	\$30	\$0
4	\$100	\$80	\$50

Waste Water Operators (monthly)	
Grade	
1	\$0
2	\$20
3	\$50
4	\$100

ASE Technicians (monthly)	
Number of Certifications	
1	\$5
2	\$10
3	\$15
4	\$20
5	\$25
6	\$30
7	\$35
8	\$40

ARTICLE 18 – TOOL ALLOWANCE

An eligible employee meeting the following qualifications will receive a minimum of One Hundred Dollars (\$100) per month as a tool allowance:

1. The eligible employee is required to use personal tools on his or her City job and this requirement is in the employee's job description; and,
2. The replacement cost of the tools used exceeds Five Thousand Dollars (\$5,000); and,
3. The eligible employee must actually use the tools on a daily basis and not just store them on the job site.

The City will not require an eligible employee to provide her or his own tools in excess of Five Thousand Dollars (\$5,000) without paying a tool allowance.

Each eligible employee will maintain an inventory of his or her tools and provide a copy of that inventory to his or her department by September 1 each year. If an eligible employee loses any tools on the employee's inventory list the eligible employee may submit a claim to the City's Risk Manager.

The City will pay the eligible employee for any loss not in excess of Seven Thousand, Five Hundred Dollars (\$7,500), less a Two Hundred Fifty Dollars (\$250) deductible for which the eligible employee is responsible. The City will use the replacement value of the lost tools when paying for the loss.

The City will only pay for the loss if the equipment was lost from a City work location and is on the eligible employee's current inventory list. An eligible employee must update his or her inventory list when he or she purchases additional tools.

ARTICLE 19 – UNIFORM ALLOWANCE*

Each department that requires an eligible employee to wear a uniform will establish a uniform policy for eligible employees after consulting with AFSCME. If a department does not provide a uniform and a uniform is required, the affected eligible employee will receive no less than Sixty Dollars (\$60) a month as a uniform allowance.

ARTICLE 20 – AUTOMOBILE ALLOWANCE

The City will pay eligible employees who are authorized to use privately owned automobiles for official City business as required by City policy.

ARTICLE 21 – WORKING OUT OF CLASS

An eligible employee required to work out of his or her job classification in a supervisory or managerial position will receive an additional One Dollar (\$1.00) per hour for each working day or shift.

ARTICLE 22 – MEAL ALLOWANCE

Unless the City provides a meal, an eligible employee who, with supervisory approval, works two (2) or more additional continuous hours during a scheduled or unscheduled work day in conjunction with the number of hours the eligible employee normally works in a work day will be paid Ten Dollars (\$10.00) as reimbursement for meals. An eligible employee will receive Ten Dollars (\$10.00) for each additional continuous four (4) hours of work. This reimbursement will continue until the eligible employee is released from work.

ARTICLE 23 – COURT APPEARANCES

An eligible employee will receive compensation for a court appearance or administrative proceeding appearance as a witness subpoenaed by the City, the State of Utah, or the United States as follows:

1. A court or administrative proceeding appearance made while on-duty will constitute normal hours of work.
2. Any time spent in a court or administrative proceeding will be treated as time worked.
3. If the City requires an eligible employee to prepare for a court or administrative proceeding appearance during off-duty hours, that time will be treated as time worked when computing overtime compensation if the eligible employee verifies the time worked as required by a City department.
4. The City will only pay an eligible employee under this section if:
 - a. The beginning time of the required appearance is noted on the subpoena;
 - b. The time the eligible 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; and
 - c. The eligible employee delivers the signed subpoena to his or her supervisor within seven (7) working days following the court or administrative proceeding appearance.

ARTICLE 24 – INSURANCE

The City will make available life, accidental death and dismemberment, dental, and health insurance to all eligible employees pursuant to City policy. The City agrees it will provide the same terms and conditions for this insurance that the City is providing to employees in all other certified bargaining units. The City will deduct eligible employee's biweekly payments at the same time it pays eligible employees.

The City agrees to continue to make available a consulting service providing limited consulting by an outside confidential firm for drug abuse, alcoholism, and marriage counseling.

The City will continue to participate in the Nationwide Post Employment Health Plan (NPEHP), as adopted by the City by contract and ordinance. The City will contribute Eight Hundred, Thirty Four Dollars (\$834.06) per fiscal year (prorated by bi-weekly pay periods) into each eligible employee's NPEHP account.

ARTICLE 25 – PENSION PLAN CONTRIBUTIONS

The City agrees to pay the eligible employee's share and the employer's share of the retirement contribution required by state statutes as they are interpreted by the Utah State Retirement Board.

ARTICLE 26 – HOURS OF SERVICE

A. Hours of Work

Forty (40) hours constitutes a normal workweek except for alternative work schedules approved by the City.

This clause does not limit or prevent the City from changing or establishing work schedules as the need arises or require the City to guarantee an eligible employee forty (40) hours work per week. The City, with AFSCME's agreement, has adopted variable 40-hour workweek schedules including 8-hour, 10-hour, and 12-hour days.

B. Schedule Changes

A schedule change means any change in an eligible employee's regularly scheduled work hours or work days. This provision is not intended to avoid the payment of overtime.

It is the City's intent to give ten (10) calendar days notice of any schedule change to an eligible employee's work start time exceeding thirty (30) minutes to all affected eligible employees. If the City fails to give ten (10) calendar days notice to affected eligible employees, or an eligible employee's scheduled start time is involuntarily changed more than once in a ten (10) calendar day period as allowed by this Article, the City will pay each affected eligible employee callback pay for each working day less than the required ten (10) calendar day's notice.

Construction inspectors, construction coordinators, construction plan reviewers, eligible employees in the Engineering Division at the Department of Airports or eligible employees working in information technology may be subject to a schedule change without notice.

The City will give notice of a schedule change orally and in writing to an eligible employee affected in accordance with the terms of this Article. The City may provide written notice to an eligible employee by sending a certified letter to the eligible employee's home address or by e-mail for those who have a City e-mail account. The postmark date or the e-mail date will serve as the date the City provided written notice.

A schedule change does not occur when an eligible employee is placed on light/modified duty, or as a result of an ADA accommodation, or when there are unforeseen circumstances that affect critical staffing levels or which require a schedule change for unforeseen training purposes. Such unforeseen circumstances must be declared by the Mayor, the Mayor's designee, the eligible employee's department head or designee, or the City Emergency Program Manager.

Once the basis for the schedule change no longer exists, the affected eligible employee will be returned to his or her regularly scheduled work hours and work days.

If an eligible employee or the majority of the affected eligible employees in a workgroup request, a City supervisor may approve an adjustment to the start or ending time of a scheduled shift assignment when the request is based upon the eligible employee's or a member of the eligible employee's

immediate family's need, or when a majority of the affected eligible employees in a workgroup agree to a change and the change does not impair City operations.

C. Rest Periods

An eligible employee will receive a fifteen-minute rest period during each four (4) hour work period. The rest period will be included within the work shift unless there are extraordinary circumstances preventing a break. Operational needs will determine when an eligible employee receives a break. An eligible employee's rest periods will be counted as time worked when calculating overtime. The City will make a reasonable effort to provide breaks near the middle of each four (4) hour work period. An eligible employee who chooses not to take a break or is required by unforeseen circumstances to work during a break will not receive additional compensation.

D. Meal Periods

An eligible employee will have a maximum sixty (60) minute lunch period during each work shift. City departments will schedule the lunch period based on operational needs. An eligible employee will only be paid for the lunch period if required to be on the work site or to perform any work during the lunch period. Instead of being paid for working during a lunch period, an eligible employee may request to end the work shift early by the same number of minutes worked during the lunch period.

E. Cleanup Period

If necessary, an eligible employee will receive a personal cleanup period before the end of each work shift. City departments will determine the length of the cleanup period. Any cleanup period will not exceed fifteen (15) minutes, excluding shutdown and travel times. A City department may authorize a longer period due to extraordinary need and circumstances. An eligible employee's cleanup period will be counted as time worked when calculating overtime compensation.

F. Availability for Work

An eligible employee will not receive compensation and may be subject to discipline if the eligible employee fails to remain available for work as required or reports to work unable to perform the eligible employee's job functions.

An eligible employee on callback status directed to return to work who informs his or her supervisor as early as possible that he or she is unable to work will not be disciplined.

Any eligible employee determined to be unfit at the time of reporting to duty will not receive any compensation otherwise due.

G. Shortened Work Days

An eligible employee reporting to work on a regularly scheduled working day will be guaranteed three (3) hours regular pay if the City tells the eligible employee not to work and to return home. If an eligible employee performs any work, the eligible employee will receive eight (8) hours of regular pay.

ARTICLE 27 – OVERTIME*

If the City requires an eligible employee to perform overtime work, the City will compensate the eligible employee by paying the eligible employee one and one-half times the eligible employee's hourly rate, or allow the eligible employee to request one and one-half hours of paid time off from work for each hour of overtime the eligible employee worked ("compensatory time"). Each City department has the absolute right to either pay the eligible employee or to allow the eligible employee to take or accrue compensatory time off. The City may elect at any time to pay the eligible employee all or any portion of the accrued compensatory time at the eligible employee's applicable hourly rate.

Paid personal leave, sick leave and vacation hours will not be considered time worked when calculating overtime.

A. *Overtime Assignments*

1. All qualified eligible employees in a workgroup may, on a quarterly basis, volunteer to be included on a list of employees who will be offered the opportunity to work additional time outside of her or his normally scheduled work hours (an "event"). The City agrees to post each quarter's volunteer list in a conspicuous location.

The City will make a reasonable attempt to offer an event to qualified eligible employees on the volunteer list on a *rotation* basis. The City retains the right to determine whether an eligible employee is qualified to work an event. The first offer of each quarter will be made to the qualified eligible employee with the most seniority on the volunteer list, *rotating* through the volunteer list to the qualified eligible employee with the least seniority. Once an event has been accepted or declined, that eligible employee will move to the bottom of the list.

An attempt must be made to make the offer orally to the eligible employee on the volunteer list. The City does not have to make an oral offer to an eligible employee on the volunteer list if it posts a request.

An eligible employee's failure to answer a telephone call will count as an eligible employee's having declined that event. If an eligible employee declines six events, the City may remove the eligible employee from that quarter's volunteer list.

2. The City may also request that all qualified eligible employees in a workgroup volunteer to work an event by posting a request in the work place at least four (4) calendar days before the event. If two or more qualified eligible employees volunteer to work the posted event the City will first assign the event using that quarter's volunteer list and then follow the procedure outlined above.

If the event cannot be assigned to a qualified eligible employee on that quarter's volunteer list, the City will assign the event to the eligible employee with the most seniority who voluntarily accepted the opportunity to work the event using the same rules of *rotating* through the seniority list to the employee with the least seniority. If the entire list of qualified eligible employees in a workgroup has accepted an event, the City will start again with the qualified eligible employee who has the most seniority.

If the City cannot post the request four (4) days or more before the event, the City will use the volunteer list and this Article's procedures to cover the event.

The City will not count an eligible employee on the volunteer list who does not volunteer for a posted event as having declined the work.

3. In every *workgroup* where overtime has been assigned as outlined above, the *workgroup's* supervisor and the AFSCME steward assigned to that workgroup, or the lead steward in that department, will meet at least once a month to review the *workgroup's* records to make sure that the assignment process was properly followed. If an eligible employee was not offered the opportunity to work an event or events as required by this process, the eligible employee will be placed at the top of the list for the next available event or events if more than one (1) event was missed.
4. For the purpose of continuity and completion of assignments eligible employees working on specific projects are exempt from this overtime provision. However, the City agrees that it will make a reasonable attempt to offer overtime assignments in a fair and consistent manner.

B. Involuntary Overtime Assignments

1. If no qualified full-time eligible employee volunteers to work an event using the process outlined above, the City will assign qualified regular part-time, seasonal and hourly employees to work the event. If there is still unassigned work after assigning qualified regular part-time, seasonal and hourly employees, the City will assign the event by first attempting to contact the qualified eligible employee with the least seniority, and then contacting the next least senior, qualified eligible employee until all overtime work assignments have been made.

The City and AFSCME agree that where regular part-time, seasonal and hourly employees are qualified to perform the job duties of an eligible employee, the regular part-time, seasonal and hourly employees would be the least senior for the purposes of assigning an event.

2. An eligible employee may be subject to disciplinary action for refusing an overtime assignment.
3. AFSCME agrees that the administration and scheduling of any necessary overtime work is solely a function of the City.

ARTICLE 28 – REGULAR PART-TIME AND HOURLY EMPLOYEES

Unless otherwise provided in state, federal or municipal law, regular part-time and hourly employees, as defined by the City, who perform essentially the same job duties of eligible employees will not be included in the overtime rotation for those job duties as provided to an eligible employees in this MOU and will be assigned overtime only as required by this MOU.

Regular part-time and hourly employees will be laid off before qualified eligible employees in the same job description.

Regular part-time and hourly employees performing essentially the same job duties as eligible employees cannot bid on holidays, vacations, shifts and other benefits that are affected by an eligible employee's seniority.

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

ARTICLE 29 – STANDBY / ON-CALL PAY

The City may require an eligible employee to remain available to return to work outside of the eligible employee's regularly scheduled work hours. During this time, the eligible employee may be required to notify the City where the eligible employee can be reached for an immediate return to work. The City will pay an eligible employee placed on standby/on-call two (2) hours straight-time pay for each twenty-four (24) hour day he or she is on standby/on-call status.

If the eligible employee is required to work, the eligible employee will be guaranteed a minimum four (4) hours work or a minimum of four (4) hours straight-time pay. An eligible employee will receive an additional two (2) hours straight-time pay for each additional occasion he or she is called to work during the twenty-four (24) hour standby/on-call period.

An eligible employee in the Department of Public Utilities or the Airport will receive two (2) hours straight-time pay per each twelve (12) hour period he or she is on standby/on-call.

Eligible employees who are members of the Snow Fighter Corps will not receive the additional standby/on-call allowance during those periods when they are performing snow fighter duties. Eligible employees who are members of the Snow Fighter Corps are still eligible for standby/on-call pay during the snow season if the standby/on-call is not due to Snow Fighter Corps duties.

ARTICLE 30 – CALLBACK PAY

An eligible employee who has been released from regularly scheduled work and standby/on-call periods and clocked out (for those workgroups using a time clock) and who returns to work without prior notice or scheduling before his or her next normal duty shift will receive a premium of three (3) hours straight-time pay and will be guaranteed a minimum of four (4) hours work or straight-time pay. This will not be considered a shift change.

ARTICLE 31 – JOB BIDS

An eligible employee may submit a pre-bid application for any eligible position with the exception of any Civil Service or Airport Police position.

A. Pre-Bid Procedure

An eligible employee may submit a pre-bid application to the Human Resources office. Human Resources will notify the eligible employee whether or not he or she meets the minimum qualifications for the position.

A pre-bid application will remain valid for one (1) year. An eligible employee is responsible for updating all pre-bid applications.

B. Internal Job Announcement Procedure

The City will post internal job announcements for at least five (5) City business days in a conspicuous location in each department and send a copy to each department's lead steward. An eligible employee may apply for the position by providing all required information. All pre bid applications will be considered for the position. Job announcements will contain the position's minimum qualifications and clearly state any job requirements.

C. External Job Announcement Procedure

If a department cannot fill a position from the pool of pre-bid applicants, the department head may request Human Resources open the position to external applicants.

D. Selection Procedure

An eligible employee submitting a pre-bid application who meets the minimum qualifications for a posted position will be considered for that position.

The City will select the eligible employee with the most City seniority if two (2) or more applicants tie with the highest score during the selection process.

E. Neutral Observer

AFSCME may request a neutral observer attend oral interviews for eligible positions. The City and AFSCME will jointly establish a procedure outlining a neutral observer's role and how to select and request a neutral observer.

F. Job Bid Grievances

An eligible employee may file a grievance if the eligible employee believes the City did not follow this Article as allowed by Article 46.

G. Return to Former Position

An eligible employee accepting a new position may return to his or her former position within the first thirty (30) calendar days in the new position.

H. Probationary Period*

An eligible employee accepting a new position must serve a ninety (90) calendar day probationary period. The City may extend the probationary period for training purposes. An eligible employee who fails to successfully complete the probationary period will be returned to his or her former position.

I. Additional Job Bid

An eligible employee may not apply for another job opening until nine (9) months after the expiration of his or her probationary period, unless the eligible employee's supervisor or department head gives written authorization.

ARTICLE 32 – SHIFT AND ROUTE BIDS*

The City will assign eligible employees to shifts and/or routes based upon operational needs. Eligible employees will bid for the remaining shift/route assignments based on seniority.

*Each department will provide a written copy of all notices required by this Article and each current employee's seniority to the workgroup's assigned steward.

A. Shift and Route Bids for Calendar Year 2010

Each department will post written notice of the shift and route bid for calendar year 2010 by October 26, 2009.

Any eligible employee wishing to bid for a shift or route for calendar year 2010, must submit a written bid between November 2 and November 9, 2009.

Each department will notify its eligible employees of the bid and/or route the eligible employee will work no later than November 16, 2009 for the calendar year 2010.

B. Shift and Route Bids for Calendar Year 2011

Each department will post written notice of the shift and route bid for calendar year 2011 by October 25, 2010.

Any eligible employee wishing to bid for a shift or route for calendar year 2011, must submit a written bid between November 1 and November 8, 2010.

Each department will notify its eligible employees of the bid and/or route the eligible employee will work no later than November 15, 2010 for the calendar year 2011.

ARTICLE 33 – VACATION AND HOLIDAY BIDS*

Eligible employees may bid on vacation and holiday leave. Approval for those bids will be based on seniority. An eligible employee may only request vacation or holiday time which the eligible employee has already accrued or will have accrued prior to the requested dates.

A department director may only cancel an eligible employee's previously approved vacation or holiday request in extraordinary circumstances.

A. Vacation and Holiday Bids for Calendar Year 2010

Eligible employees bidding on vacation and holiday leave for calendar year 2010 must provide the City a written request between November 30 and December 4, 2009.

Each department will notify eligible employees which vacation and holiday days the eligible employee has successfully bid on for calendar year 2010 on or before December 21, 2009.

B. Vacation and Holiday Bids for Calendar Year 2011

Eligible employees bidding on vacation and holiday leave for calendar year 2011 must provide the City a written request between November 29 and December 3, 2010.

Each department will notify eligible employees which vacation and holiday days the eligible employee has successfully bid on for calendar year 2011 on or before December 20, 2010.

C. Cancelling Vacation and Holiday Requests after a Successful Bid

An eligible employee may cancel an approved vacation or holiday bid request by providing written notice fourteen (14) calendar days prior to the date of the approved vacation or holiday. The City will make a reasonable attempt to offer any cancelled vacation or holiday to eligible employees who were unsuccessful in bidding for that same time during the annual vacation/holiday bid.

D. Other Vacation and Holiday Requests

After the annual vacation and holiday bid, an eligible employee may request to take additional accrued vacation or holiday leave. A supervisor will grant or deny the request as soon as possible but no later than fourteen (14) calendar days after receiving the request.

E. Cancelling Other Vacation and Holiday Requests

An eligible employee may cancel any vacation or holiday leave approved after the annual bid by giving written notice fourteen (14) calendar days prior to the date of the approved holiday or vacation.

A supervisor will grant any other request to cancel an approved vacation or holiday request unless:

1. Operational needs have changed in such a way that the City does not need the eligible employee to work on the requested leave dates; or

2. The City has provided a shift change notice to cover the requested leave dates.

ARTICLE 34– VACATIONS

The City will pay an eligible employee his or her regular wages during vacation periods earned and taken as allowed by this Article.

Every eligible employee will earn vacation hours on a bi-weekly basis from the date the eligible employee begins full-time employment with the City. However, an eligible employee may not use vacation hours until he or she has successfully completed the initial probationary period.

An eligible employee may request up to three (3) years prior service credit towards vacation accrual as allowed by City policy.

If the City requires an eligible employee to work during an approved vacation period, the City will pay the eligible employee three (3) hours straight time pay and will compensate the eligible employee for the time the employee works at time and one half.

An eligible employee will not receive vacation compensation during the time the City requires the eligible employee to return to work during an approved vacation period. The eligible employee will be allowed to reschedule the vacation not used during this period.

A. Vacation Accrual

An eligible employee who has successfully completed his or her initial probationary period will accrue vacation on the following schedule:

Completed Years of Continuous City Service	Hours of Vacation per Year	Hours Accrued per Pay Period
0 to completion of year 3	80	3.08
Beginning of year 4 to completion of year 6	96	3.69
Beginning of year 7 to completion of year 9	120	4.62
Beginning of year 10 to completion of year 12	144	5.54
Beginning of year 13 to completion of year 15	160	6.15
Beginning of year 16 to completion of year 19	176	6.77
Beginning of year 20 or more	200	7.69

The City and AFSCME agree that vacation accrual rate is based on continuous years of full-time City service and not upon an eligible employee's accumulated paid City service. An eligible employee will forfeit any vacation hours above the maximum at the end of each calendar year.

An eligible employee currently in the 100 and 200 series, with less than nine (9) years of continuous City employment may accumulate a maximum of 200 vacation hours.

An eligible employee currently in the 100 and 200 series, with more than nine (9) years of continuous City employment may accumulate a maximum of 280 vacation hours.

An eligible employee currently in the 300 series, may accumulate vacation (including both earned vacation and sick leave conversion time) according to his or her credited years of employment with the City up to the following maximum limits:

- a. Up to nine (9) years: up to two hundred forty (240) hours;
- b. After nine (9) years: up to two hundred eighty (280) hours;
- c. After fourteen (14) years: up to three hundred twenty (320) hours.

B. Benefits upon Termination

Upon termination, the City will pay an eligible employee for all:

1. Accrued but unused vacation time;
2. Unused holiday time accrued within the twelve months prior to termination; and
3. Any accrued but unused compensatory time off.

ARTICLE 35 – HOLIDAYS

A. Holidays Specified

The City will observe the following holidays for all eligible employees who will receive their regular rate of pay for his or her shift for the following non-worked holidays:

1. The first day of January (New Year's Day);
2. The third Monday of January (observed as the anniversary of the birth of Dr. Martin Luther King, Jr., also known as Human Rights Day);
3. The third Monday of February (President's Day);
4. The last Monday of May (Memorial Day);
5. The fourth day of July (Independence Day);
6. The twenty-fourth day of July (Pioneer Day);
7. The first Monday in September (Labor Day);

8. The second Monday of October (Columbus Day; only for eligible employees assigned to the Justice Court Division). Columbus Day may be celebrated within fifty (50) days following the date of its actual occurrence. However, an eligible employee may celebrate Columbus Day on a day other than specified if the eligible employee's supervisor approves the eligible employee's written request. The supervisor will not unreasonably deny a request;
9. The eleventh day of November (Veteran's Day);
10. The fourth Thursday in November (Thanksgiving Day);
11. Friday after Thanksgiving Day (for all eligible employees except for those assigned to the Justice Court Division). The Friday after Thanksgiving Day may be celebrated within fifty (50) days before the date of its actual occurrence. However, an eligible employee may celebrate the holiday on a day other than the actual Friday after Thanksgiving Day if the eligible employee's supervisor approves the eligible employee's written request. The supervisor will not unreasonably deny a request;
12. The twenty-fifth day of December (Christmas);
13. One (1) personal holiday: to be taken contingent on the operational requirement of the eligible employee's department. An eligible employee will only receive this holiday after satisfactorily completing the initial probationary period. An eligible employee's supervisor will either grant or deny an eligible employee's written request no more than five (5) working days after receiving the request; and
14. Any day designated as a holiday by the Mayor or City Council.

An eligible employee whose regular schedule includes Saturday and/or Sunday will celebrate a holiday on the actual calendar day that it occurs. All other eligible employees will celebrate a holiday falling on a Sunday on the following business day. If a holiday falls on a Saturday, the preceding business day will be considered a holiday.

If a holiday falls on an eligible employee's regular day off, the eligible employee may request in writing to receive another work day to substitute for the holiday. The requested day must be within one year following the holiday and the eligible employee's supervisor must approve the requested day. The supervisor will not unreasonably deny an eligible employee's request.

B. Holiday Work

If the City requires an eligible employee to work: 1) New Year's Day; 2) Human Rights Day; 3) President's Day; 4) Memorial Day; 5) Independence Day; 6) Pioneer Day; 7) Labor Day; 8) Columbus Day (only for eligible employees assigned to the Justice Court Division); 9) Veteran's Day; 10) Thanksgiving Day; 11) the day after Thanksgiving Day (excluding eligible employees in the Justice Court Division); or 12) Christmas Day, an eligible employee may request the City either:

1. Provide an alternate day to observe the worked holiday. An eligible employee may request a day within one year following the holiday worked. Any request will not be unreasonably denied.

When the alternate (banked) holiday is taken, the alternate (banked) holiday will be considered time worked when computing overtime; or

2. Pay for the worked holiday at one and one half times the eligible employee's regular rate of pay.

Each City department may decide which of the above two choices to provide.

C. Non Worked Holiday

An eligible employee who does not work a holiday falling on his or her regularly scheduled shift, will have holiday hours considered time worked when calculating overtime during the week of: 1) New Year's Day; 2) Human Rights Day; 3) President's Day; 4) Memorial Day; 5) Independence Day; 6) Pioneer Day; 7) Labor Day; 8) Columbus Day (only for eligible employees assigned to the Justice Court Division); 9) Veteran's Day; 10) Thanksgiving Day; 11) the day after Thanksgiving Day (excluding eligible employees in the Justice Court Division); 12) Christmas Day; 13) one personal holiday; or 14) any alternative (banked) holiday.

D. Missed Holiday Work

If an eligible employee is scheduled to work a holiday and does not work that holiday, the City will deduct hours from the eligible employee's personal leave account but pay the eligible employee for that holiday. However, that time will not be considered time worked when computing overtime for that week.

ARTICLE 36 - SICK LEAVE & HOSPITALIZATION BENEFITS (Plan A Only)

An eligible employee on Plan A will be allowed to convert to Plan B during the 2009 City wide conversion window. The City and AFSCME agree to jointly discuss the terms of any conversion before opening the conversion window.

The City and AFSCME agree to jointly discuss changes to Plan A designed to limit the City's growing liability under Plan A. The City and AFSCME agree to make a recommendation(s) to the Mayor no later than March 1, 2010 on how to achieve that goal.

This Article applies to an eligible employee on Plan A. AFSCME and the City agree there will be a limited reopener of the MOU to discuss potential changes to this Article for fiscal year 2011.

A. Sick Leave Policy and Procedures

1. An eligible employee may use his or her sick leave if he or she is unable to work because of illness or injury.

2. An eligible employee who will be absent from work because of illness or injury must notify his or her supervisor that the eligible employee will be absent no later than fifteen (15) minutes before his or her shift starts. If extraordinary circumstances prevent the eligible employee from notifying his or her supervisor, the eligible employee must contact the supervisor as soon as reasonably possible.
3. The City may require an eligible employee using sick leave to provide written proof from his or her licensed health care professional that the eligible employee's sickness or injury prevented him or her from working for more than two (2) scheduled shifts or if the eligible employee failed to notify his or her supervisor as required by this MOU.
4. The City will allow eligible employees to use sick leave in a minimum of one (1) hour time periods for medical or dental appointments. The City may require an eligible employee to provide written proof that the eligible employee actually attended a medical or dental appointment.

B. Sick Leave Accumulation

An eligible employee may accumulate additional sick leave from July 1, 2009 to June 30, 2010 at the rate of 4.62 hours per pay period.

C. Sick Leave Conversion to Vacation Time

An eligible employee with two hundred forty (240) sick leave hours may convert a portion of that sick leave to vacation hours according to the following schedule.

Eligible Employees working 8-hour shifts:		Eligible Employees working 10-hour shifts:		Eligible Employees working 12-hour shifts:	
Number Hours Sick Leave Used	Number Hours to Convert	Number Hours Sick Leave Used	Number Hours to Convert	Number Hours Sick Leave Used	Number Hours to Convert
0	64	0	64	0	64
8	56	10	54	12	52
16	48	20	44	24	40
24	40	30	34	36	28
32	32	40	24	48	16
40	16	50	14	60	4
More than 40	0	More than 50	0	More than 60	0

D. Sick Leave Credit Forward

If an eligible employee converts sick leave hours to vacation hours, the remaining sick leave hours minus any sick leave hours used by the eligible employee during the year will be carried forward as accumulated sick leave hours.

E. Notification of Conversion

An eligible employee choosing to convert sick leave hours to vacation hours must notify Human Resources in writing, on or before January 31st of each year. The City will provide eligible employees information regarding sick leave use for the previous year and forms to request conversion. An eligible employee may only convert sick leave hours earned during the calendar year before the January 31st date.

F. Presumption of Use

An eligible employee must use any sick leave hours converted to vacation hours before taking any other day of vacation time. An eligible employee will not be paid for any sick leave hours converted to vacation hours upon termination.

G. Dependent Leave

1. An eligible employee may request dependent leave to care for the eligible employee's child, spouse, or parent who is ill or injured but may not have a serious health condition (non-FMLA-qualifying event).
2. The following provisions apply to the use of dependent leave:
 - a. Dependent leave may be granted with pay on a straight-time basis.
 - b. The supervisor or manager may require an eligible employee to provide information about the need for dependent leave.
 - c. An eligible employee's sick leave shall be reduced by the number of days/shifts taken by an eligible employee as dependent leave under this paragraph.

H. Hospitalization

An eligible employee may use up to thirty (30) calendar days' hospitalization leave each calendar year. This leave may be used when an eligible employee is unable to work because of scheduled non-elective surgical procedures or because the eligible employee has been admitted to a hospital. The City may require an eligible employee to provide written documentation of the need for hospitalization leave.

ARTICLE 37 – PERSONAL LEAVE (Plan B Only)

1. The City will provide paid personal leave to an eligible employee as insurance against loss of income when the eligible employee is absent from work due to illness or injury, to care for a

dependent, or for any other emergency or personal reason, subject to the City's operational requirements.

2. Each eligible employee will receive personal leave based on the following schedule:

Months of Continuous City Service	Hours of Personal Leave
Less than 6	40
Less than 24	60
24 or more	80

An eligible employee hired during the plan year will be provided paid personal leave on a prorated basis.

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

3. Each eligible employee will receive and be able to use their personal leave on:
- a. December 11, 2009 for 2009 – 2010 plan year;
 - b. December 10, 2010 for 2010 – 2011 plan year.
4. On or before November 15, 2009 for plan year 2009 – 2010 and November 14 for plan year 2010 – 2011, an eligible employee may notify his or her department in writing that he or she wants to:
- a. Convert up to 80 hours of unused available personal leave hours for a lump sum payment equal to 50 percent of the eligible employee's hourly rate in effect on date of conversion; or
 - b. Carryover to the next plan year up to 80 unused paid personal leave hours; or
 - c. Convert a portion of unused paid personal leave hours, for a lump sum payment as provided and carry over a portion as provided above.
5. An eligible employee may only carry over a maximum of 80 hours of paid personal leave to the next personal leave plan year. The City will convert any personal leave hours unused or converted before the end of the personal leave plan year beyond the maximum to a lump sum payment.
6. The City will pay an eligible employee who is terminated fifty (50%) percent of the hourly base wage rate for each unused and accumulated personal leave hour. Personal leave hours will be prorated based on when in the personal leave plan year the eligible employee terminated employment with the City.
7. Conditions of use of paid personal leave are:

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

ARTICLE 38 – SHORT TERM DISABILITY (Plan B Only)

The City provides protection against loss of income when an employee is absent from work due to short-term disability (SDI). There will be no cost to the eligible employee for SDI. SDI will be administered in accordance with the terms determined by the City.

ARTICLE 39 – LEAVES OF ABSENCE

A. Bereavement Leave

The City will grant an eligible employee time off with pay if eligible employee suffers the death of a wife, husband, child, adult designee, mother, father, stepmother, stepfather, stepchild, brother, sister, current brother-in-law, current sister-in-law, current step-sister, current step-brother, current father-in-law, current mother-in-law, current son-in-law, current daughter-in-law, current grandmother-in-law, current grandfather-in-law, current step father-in-law, current step mother-in-law, grandchild, grandfather, grandmother, domestic partner or the domestic partner's relatives listed above.

An eligible employee will receive his or her regular base pay for scheduled work time from the time of death through the day of any memorial service.

This time will not exceed five (5) working shifts. An eligible employee will receive one (1) additional paid shift of paid bereavement leave following the memorial, if the memorial is held more than 150 miles distance from Salt Lake City and if the day following the memorial is a regular working shift.

An eligible employee must provide his or her supervisor satisfactory proof of date of death and the date and location of the memorial before being granted bereavement leave.

If relatives other than those listed in the paragraph above die, an eligible employee will be paid for no more than one (1) work shift from scheduled working hours while attending the memorial service for the relative.

In the event of the death of an eligible employee's friends, the eligible employee may be granted time off without pay while attending the memorial service, not to exceed four (4) hours, subject to the approval of his or her immediate supervisor.

If any family member identified above dies while an eligible employee is on vacation, his or her vacation will be extended by the amount of time authorized as bereavement leave.

An eligible employee who is on an unpaid leave of absence is not entitled to bereavement leave.

B. Employees Who Enter Military Service

An eligible employee who enters active service in the Utah State National Guard or in the service of a uniformed service of the United States, including the United States Army, United States Navy, United States Marine Corps, United States Air Force, commissioned corps of the National Oceanic and Atmospheric Administration, or the commissioned corps of the Public Health Service, is entitled to be absent from his or her duties and service with the City, without pay, as required by state and federal law.

C. Pay While on Military Duty

An eligible employee who is or becomes a member of the reserves of the United States Army, Navy, Air Force, Coast Guard and Marines, or any unit of the Utah National Guard, will receive full pay for all time not in excess of fifteen (15) continuous calendar days per year spent on military active duty in connection with the requirements of the service. This leave is in addition to annual vacation leave.

An eligible employee who does not participate in an annual exercise or serve on extended active duty, but instead participates in active military duty on a periodic basis throughout the year, will be allowed full pay for all the time not in excess of ninety (90) hours per calendar year spent on military duty.

An eligible employee claiming this benefit must provide documentation to the City demonstrating the duty.

D. Leave for Jury Duty

An eligible employee will receive regular wages for any scheduled shift work missed due to jury service. In addition, an eligible employee is entitled to receive and retain statutory juror's fees paid for jury service.

If an eligible employee is required to report for jury service and is then excused by the Court during his or her regular working hours for the City, he or she will immediately return to work. An eligible employee failing to return to work after being excused by the Court will not be paid for that shift.

An eligible employee must give his or her supervisors as much advance notice as possible of jury duty that may require him or her to be absent from work.

E. Family and Medical Leave

The Family and Medical Leave Act (FMLA) is a federal law that provides a period of unpaid leave each year and protects jobs and health care benefits for an eligible employee who needs to be off work for certain “family and medical” reasons. An eligible employee may obtain a complete copy of the City’s FMLA policy on the City’s intranet or may request a copy from the City’s Division of Human Resource. The City requires all employees using FMLA leave to exhaust their paid leave allotments for FMLA qualifying events prior to taking unpaid FMLA leave.

F. Additional Leaves of Absence

An eligible employee may request up to six (6) months unpaid leave of absence at the discretion of the department head without loss of seniority or position.

ARTICLE 40 – LAYOFFS

Whenever layoffs are necessary, the City will first lay off temporary, probationary, and hourly employees with identical job duties to an eligible employee’s job duties.

AFSCME elected officials will be listed as the most senior employee in a job classification for the purposes of a layoff.

Eligible employees in the Police and Fire departments will be laid off and rehired as outlined in the Salt Lake City Civil Service Commission Rules.

1. The City will lay off eligible employees in inverse order of City seniority in the same job classification.
2. An eligible employee designated for layoff has “bumping” rights. An eligible employee may only bump another employee if:
 - a. The designated eligible employee has more seniority than the employee being bumped;
 - b. The designated eligible employee previously held the position;
 - c. The position is within the same City department; and
 - d. The designated eligible employee meets the position’s current qualifications.
3. For one (1) year after an eligible employee has been laid off, the eligible employee designated for layoff or actually laid off will be placed in an open position in the City if:
 - a. The City is currently seeking applications for the position;

- b. The position is in the same or a lower classification than the eligible employee's previous position; and
 - c. The eligible employee meets the positions' qualifications.
4. An eligible employee placed in a position must successfully pass a six (6) month probationary period. If the eligible employee does not successfully pass the probationary period, the eligible employee will be terminated.
 5. An eligible employee who has been laid off may use the pre-bid procedure outlined in Article 31 for a period of one (1) year from the eligible employee's layoff date. If the City rehires a laid off eligible employee during this period, the eligible employee's seniority will be reinstated for the purpose of calculating leave accrual rates.
 6. An eligible employee who has been laid off will receive fifty percent (50%) of the value of his or her accumulated unused sick leave hours.

ARTICLE 41 – RETIREMENT BENEFIT (**Plan A Only**)

AFSCME and the City may evaluate this Article and modify its terms for the following year. The terms of this Article may not be modified more than one time a year.

A. Eligible 100/200 Series Employees

When an eligible employee with accrued sick leave retires, the City will contribute fifty percent (50%) of the cash value of the eligible employee's unused sick leave to the Nationwide Post Employment Health Plan as allowed by that Plan.

B. Eligible 300 Series Employees

An eligible 300 Series employee participating in Plan "A" who retires as allowed by the Utah State Retirement System may choose from the following two options when he or she retires:

1. The retiring eligible 300 Series employee may choose to be paid for his or her accumulated sick leave hours at an amount equal to Twenty Five Percent (25%) of the eligible 300 Series employee's wage rate on the employee's retirement date; or
2. The retiring eligible 300 Series employee may choose to convert his or her accumulated sick leave hours to an allowance which will be used to pay for the retiring eligible 300 Series employee's monthly retiree health insurance premiums.

If the eligible 300 Series employee chooses option 2, the City will convert Fifty Percent (50%) of his or her accumulated sick leave hours to a dollar allowance based upon the eligible 300 Series employee's wage rate on the employee's retirement date. This amount will be taxed as required by law.

The dollar allowance will be used to pay the eligible 300 Series employee's monthly retiree health premiums. The City will make pay the monthly retiree health premiums until the dollar allowance is

exhausted. If insurance costs increase before the allowance is used, the number of months of coverage will decrease.

This Article does not act to reinstate an eligible 300 Series employee's sick leave benefits which were lost, used, or forfeited.

ARTICLE 42 – RETIREMENT/LAYOFF (R/L) ACCOUNT (Plan B Only)

If an eligible employee is laid off, the City will pay the amount in the eligible employee's R/L account.

If an eligible employee retires, the City will contribute the cash value of the eligible employee's R/L account to the Nationwide Post Employment Health Plan.

AFSCME and the City may evaluate this provision and modify its terms for the following year. The terms of this provision may not be modified more than one time a year.

Hours may be withdrawn from the R/L account for emergencies after paid personal leave hours are exhausted and the eligible employee's supervisor or manager approves. The supervisor will not unreasonably deny an eligible employee's request.

R/L account hours may also be used to supplement worker's compensation benefits.

ARTICLE 43 – WORKER'S COMPENSATION

If an eligible employee suffers a City service connected injury or illness which entitles the eligible employee to receive worker's compensation, the City will pay the eligible employee as required by Utah's Worker's Compensation Act. The City will use an eligible employee's accumulated leave time or R/L account to make up the difference between the amount the employee receives as worker's compensation payments and the eligible employee's net wages. An eligible employee must notify the department if he or she does not want to use accumulated leave time or R/L account.

The City will make every effort to provide a "transitional duty" assignment to an employee with an occupational injury or illness as defined by the Worker's Compensation Act. The City will offer transitional duty assignments to an eligible employee after the City receives a written release from the eligible employee's medical provider allowing the eligible employee to return to work, along with any work restrictions.

ARTICLE 44 – PROCEDURAL RIGHTS

This Article outlines the procedures the City will use when investigating an eligible employee's alleged acts of misconduct. These procedures do not apply to routine, undocumented inquiries; or to coaching, instruction or direction given to an eligible employee by his or her supervisor.

The City agrees it will not discipline an eligible employee unless it has complied with these procedural rights and will revoke any discipline if a department director or designee determines an eligible employee's procedural rights were violated. However, revoking discipline will not prevent the City from considering the underlying conduct in any future disciplinary action.

A. Investigative Interview

The City will investigate an eligible employee's alleged misconduct as follows:

1. Before any investigative interview with an eligible employee who may have engaged in misconduct, the City will provide the eligible employee the following information:
 - a. The nature of the complaint, and the specific allegations of misconduct;
 - b. The approximate date, time, and location of the incident related to the allegation(s) of misconduct; and
 - c. The eligible employee's right to have representation present during the investigative interview. The City will provide an eligible employee a reasonable amount of time, not to exceed two (2) of the eligible employee's work shifts, to obtain representation without threat of retaliation. The eligible employee must inform his or her supervisor before the investigative interview if the employee will be represented and provide the name of the representative.
2. An investigative interview will specifically and narrowly focus on the alleged act of misconduct.
3. The City will record the investigate interview of the eligible employee and will provide the eligible employee a copy if the eligible employee requests.
4. Anyone conducting the investigation may not:
 - a. Subject the eligible employee under investigation to offensive language or threaten disciplinary action, except an eligible employee refusing to truthfully respond to questions or to submit to interviews will be told that his or her failure to truthfully answer questions may result in disciplinary action.
 - b. Make any promises which might encourage the eligible employee to answer any questions.
5. The City's and the eligible employee's representatives may not delay, interfere with, or otherwise obstruct any investigation conducted by the City.
6. The City will provide an eligible employee with a written result of any investigation including a finding of each allegation and any action the City may take as a result of the investigation.
7. If an eligible employee has not received a written result within sixty (60) calendar days after the investigative interview, the eligible employee may request a status report of the investigation and any disposition of charges against the eligible employee. Within seven (7) calendar days after

receiving the request the City will inform the eligible employee of the investigation's status and the likely time required to make a determination.

B. Pre-Determination Hearing

1. An eligible employee and his or her representative will be given a reasonable time to examine all documents which the City will use at the hearing before the pre-determination hearing.
2. Before the pre-determination hearing, the City will provide an eligible employee:
 - a. Notice of the allegations against the eligible employee;
 - b. A statement of each allegation's basis; and
 - c. What evidence the City will rely on during the pre-determination hearing.
3. The City will postpone a pre-determination hearing one time in order to allow an eligible employee to obtain representation. The eligible employee must inform his or her supervisor at least one calendar day before the pre-determination hearing if the eligible employee will be represented and provide the name of the representative.
4. The City will record the pre-determination hearing. The eligible employee may make a separate recording. Any recordings made during a pre-determination hearing will be available to everyone present at the hearing upon request.
5. The eligible employee will be given an opportunity to respond to the allegations and may present additional information related to those allegations.

ARTICLE 45 –DISCIPLINARY GRIEVANCE PROCEDURE

The City and AFSCME agree that they will attempt to address eligible employees' disciplinary grievances in a fair and proper manner and at the lowest level possible.

To achieve these goals, the City will notify an eligible employee of his or her disciplinary grievance rights when it provides written notice of discipline.

The City will provide an eligible employee a reasonable amount of time during working hours to prepare for any disciplinary grievance.

An eligible employee may have an AFSCME representative, or other representative, at any step of the disciplinary grievance process. The City will postpone any grievance hearing one time at an eligible employee's request to arrange representation.

The City will not retaliate against an eligible employee for taking part in this grievance procedure.

Any eligible employee in the Police or Fire Departments may appeal a termination or suspension without pay of more than three (3) days or twenty-four (24) working hours with the Salt Lake City Civil Service

Commission. Eligible employees in the Police or Fire Departments should refer to the Salt Lake City Civil Service Commission Rules for the most current appeal process.

GRIEVANCE PROCESS - STEP 1

The first level of grievance process is an appeal to the eligible employee's Department Director or designee. The following actions may be appealed:

- Suspensions without pay;
- Denial of merit increase;
- Demotions, or transfers to a position with less pay;
- Termination of employment.

To file a Step 1 Grievance, the following process applies:

1. The eligible employee must submit a written appeal to the Department Director within fourteen (14) calendar days from the date the discipline is issued.
2. The written appeal must specifically describe every issue the eligible employee intends to raise in the appeal hearing. The eligible employee must attach or identify any documents he or she intends to use in the appeal hearing with the Department Director.
3. Before the hearing with the Department Director or designee, the City will provide the eligible employee the information his or her supervisor considered before imposing discipline.
4. The eligible employee must inform the Department Director at least one (1) calendar day before the hearing if he or she will be represented at the hearing and provide the name of the representative.

The City will provide the eligible employee the information the City will present to the Department Director. The City will also provide the evidence related to other discipline imposed by the department for similar policy violations. Any information provided to the eligible employee will be kept confidential and will only be used during the disciplinary appeal.

5. The Department Director or designee will schedule an informal hearing with the eligible employee and representative to discuss the issues identified in the appeal.
6. The Department Director or designee will issue a written decision on the appeal within thirty (30) calendar days from the date of the written appeal unless the eligible employee and the City agree to an extension of time.

GRIEVANCE PROCESS - STEP 2

The second level of the grievance process is either an appeal to the Employee Appeals Board or to the hearing officer.

A. Employee Appeals Board

The following actions may be appealed to the Employee Appeals Board:

- Suspensions without pay of more than two (2) days or two (2) shifts for employees who work shifts longer than eight hours;
- Demotions, or transfers to a position with less pay;
- Termination of employment.

To file a Step 2 Grievance with the Employee Appeals Board, the following process applies:

1. The eligible employee must submit a written appeal to the Office of the City Recorder within fourteen (14) calendar days from the date the discipline is issued.
2. The Employee Appeals Board will hear the matter and issue a written decision as required by law and City policy and procedures.

B. Appeals to Independent Hearing Officer

The following actions may be appealed to an independent hearing officer:

- Suspensions without pay of less than two (2) days or two (2) shifts for eligible employees who work shifts longer than eight hours; and
- Denial of a merit increase.

To file a Step 2 Grievance with an Independent Hearing Officer, the following process applies:

1. The eligible employee must submit a written appeal to the Office of the City Recorder within fourteen (14) calendar days from the date the discipline is issued.
2. AFSCME and the City will mutually develop a process to select the independent hearing officer.
3. The independent hearing officer will hear the matter and issue a written decision either upholding or overturning the Department Director's decision. The independent hearing officer may not otherwise modify the Department Director's decision.
4. The party that does not prevail at the hearing will pay the independent hearing officer's fees, expenses, and any other costs associated with the hearing. Costs do not include attorney's fees.
5. The decision of the hearing officer will be final and binding on the eligible employee, AFSCME and the City.

ARTICLE 46—JOB BID GRIEVANCE PROCEDURE

A job bid grievance is an eligible employee's claim that the City failed to follow the job bid procedure outlined in Article 31.

JOB BID GRIEVANCE – STEP 1

The first level of a job bid grievance is an appeal to the Department Director or designee in the department the alleged violation occurred.

To file a Step 1 Job Bid Grievance, the following process applies:

1. The eligible employee must submit a written grievance to the Department Director within seven (7) calendar days from the date the eligible employee was notified that he or she was not selected for the position.
2. The City will notify the selected applicant that the selection process is being grieved. This will not prevent the selected applicant from working in the position.
3. The eligible employee and the Department Director will meet to discuss the selection process within seven (7) calendar days from the date the eligible employee filed the written grievance.

JOB BID GRIEVANCE PROCESS – STEP 2

The second level of the job bid grievance process is an appeal to an independent hearing officer.

To file a Step 2 Job Bid Grievance with an independent hearing officer, the following process applies:

1. If the Department Director and the eligible employee do not resolve the grievance, the eligible employee may file a written appeal to the Mayor's designee requesting a hearing.
2. Any Step 2 appeal must be filed within 48 hours after the meeting with the Department Director.
3. The written appeal must specifically describe every issue the eligible employee intends to raise before the hearing officer. The eligible employee must attach or identify any documents he or she intends to use in the appeal hearing.
4. The Mayor's designee will appoint a hearing officer and set a hearing date for the grievance within seven (7) calendar days from the date the eligible employee filed the appeal.
5. The hearing officer may request information before the hearing from the City and the eligible employee.
6. The hearing officer will issue a written decision within seven (7) calendar days after the hearing.
7. If the hearing officer decides that the eligible employee was improperly denied a position, the hearing officer may require the City to place the eligible employee in the position.
8. The party that does not prevail at the hearing will pay the independent hearing officer's fees, expenses, and any other costs associated with the hearing.
9. The decision of the hearing officer will be final and binding on the eligible employee, AFCSME and the City.

ARTICLE 47 – CONTRACTUAL GRIEVANCE PROCEDURE

A contractual grievance is an allegation that the City has violated an express provision of the MOU. However, Articles 1 – Construction of Memorandum, 3 – Recognition, 4 – Management Rights, 7 – Strikes and Work Stoppages, 44 – Procedural Rights, 48 – Waiver Clause, 49 – Term of Agreement, and 52 - Definitions may not be subject to this procedure. A contractual grievance must be confined exclusively to the interpretation and/or application of this MOU’s express provisions.

CONTRACTUAL GRIEVANCE PROCESS – STEP 1

The first level of a contractual grievance process is an appeal to the Department Director or designee in the department the alleged violation occurred.

To file a Step 1 Contractual Grievance, the following process applies:

1. AFSCME must submit a written grievance to the Department Director within thirty (30) calendar days from the date of alleged violation.
2. The written appeal must specifically describe the provision of this MOU which AFSCME alleges the City violated and provide an outline of the facts related to the alleged violation.
3. The Department Director or designee will issue a written decision on the grievance within thirty (30) calendar days from the date of the written grievance unless AFSCME and the City agree to an extension of time.

CONTRACTUAL GREIVANCE PROCESS – STEP 2

The second level of the contractual grievance process is an appeal to the Mayor’s designee.

To file a Step 2 Contractual Grievance with the Mayor’s designee, the following process applies:

1. AFSCME must submit a written appeal to the Mayor’s designee within fourteen (14) calendar days from the date the Department Director or designee issued a written decision.
2. The Mayor’s designee will investigate and review the grievance.
3. The Mayor’s designee will issue a written decision within fourteen (14) calendar days of receiving the grievance.
4. The Mayor’s designee and AFSCME may agree to hire a mediator to assist in resolving the grievance. Using a mediator will stay the time frames in this Article. The Mayor’s designee and AFSCME must agree how to share the cost of any mediator. If the Mayor’s designee and AFSCME end the mediation, the Mayor’s designee will issue a written decision within fourteen (14) calendar days.

CONTRACTUAL GRIEVANCE PROCESS – STEP 3

The third level of the contractual grievance process is an appeal to an independent hearing officer.

To file a Step 3 Contractual Grievance, the following process applies:

1. AFSCME must submit a written appeal to the Office of the City Recorder within fourteen (14) calendar days from the date of the Mayor's designee's decision.
2. AFSCME and the City will mutually develop a process to select the independent hearing officer.
3. The independent hearing officer will hear the matter and issue a written decision either upholding or overturning the Mayor's designee's decision. The independent hearing officer may not otherwise modify the decision.
4. The independent hearing officer may only hear and decide issues necessary to interpret or apply the MOU's expression provisions. However, no independent hearing officer may interpret or apply Articles 1 – Construction of Memorandum, 3 – Recognition, 4 – Management Rights, 6 – AFSCME's Rights and Responsibilities, 7 – Strikes and Work Stoppages, 44 – Procedural Rights, 48 – Waiver Clause, 49 – Term of Agreement, and 52 - Definitions of this Memorandum of Understanding.

The independent hearing officer will not have any authority to add to, detract from, alter, amend or modify any of the MOU's provisions; to impose on either AFSCME or the City a limitation or obligation not expressly provided for in the MOU; or establish or alter any wage or wage structure.

The independent hearing officer does not have jurisdiction to require the City to make or incur any expenditures beyond those required in this MOU. The independent hearing officer may not hear or decide more than one grievance without the City's and AFSCME's mutual consent.

5. The party that does not prevail at the hearing will pay the independent hearing officer's fees, expenses, and any other costs associated with the hearing. Costs do not include attorney's fees.
6. The decision of hearing officer will be final and binding on AFSCME and the City.

ARTICLE 48 – WAIVER CLAUSE

Except as provided for in Article 48, the City and AFSCME expressly waive and relinquish the right and each agrees that the other will not be obligated during the MOU's term to bargain collectively with respect to any subject or matter whether referred to or covered with the MOU even if the City and AFSCME did not know or contemplate the subject or matter when they negotiated or executed this MOU or even though the subjects or matters were proposed and later withdrawn.

If the federal or state governments pass laws which conflict with the MOU's provisions on hours or wages, or other conditions of employment, the MOU's provisions which conflict with those laws may be reopened for negotiations without affecting the MOU's other provisions.

ARTICLE 49 – TERM OF AGREEMENT

This MOU will remain in effect from July 1, 2009 through June 30, 2011, with the following exceptions:

1. It is understood by the City and AFSCME that some of the MOU's provisions cannot be implemented until after public notice and a hearing in compliance with various statutory and legal requirements.
2. This MOU supersedes the Memorandum of Understanding between the parties effective July 1, 2008.
3. AFSCME and the City agree that this MOU is contingent upon availability of funds and approval by the City Council.
4. AFSCME and the City agree that there will be a limited re-opener of this MOU for the exclusive purpose of negotiating the wage schedule for July 1, 2011 – June 30, 2012.
5. AFSCME and the City agree they will meet by February 1, 2010 to discuss whether there is a need for a limited re-opener of this MOU for the exclusive purpose of negotiating the terms and conditions of employment for the 300 series employees who became eligible employees as a result of the Resolution.
6. AFSCME represents that it has not:
 - a. Provided an illegal gift or payoff to a City officer or employee or former City officer or employee, his or her relative or business entity;
 - b. Retained any person to solicit or secure this MOU upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business;
 - c. Knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code;
 - d. Knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

ARTICLE 50 – PUBLIC SAFETY

The following provisions ONLY apply to eligible employees assigned to Airport Police, Airport Operations Coordinators, Police Dispatchers, and eligible employees in the Police Department, Fire Dispatchers, and eligible employees in the Fire Department (“Public Safety Employees”). Except as specifically changed in the below provisions all other provisions of this MOU apply to public safety employees.

A. Uniform Allowance

If a department does not provide a uniform to a public safety employee and a uniform is required, the affected public safety employee will receive no less than sixty-five (\$65) a month as a uniform allowance.

During the term of this MOU, the Airport Chief of Police and AFSCME agree to jointly study a Quartermaster System. This study will be directed by the Airport Chief of Police and the steward assigned to Airport Police. A Quartermaster System would involve the purchase and maintenance of all uniforms and equipment.

B. Overtime

If the City requires an eligible public safety employee to perform overtime work, the City will compensate the eligible public safety employee by paying him or her one and one-half times his or her hourly rate, or allow the eligible public safety employee to request one and one-half hours of paid time off from work for each hour of overtime the eligible public safety employee worked (“compensatory time”). Each City department has the absolute right to either pay the eligible public safety employee or to allow him or her to take or accrue compensatory time off. The City may elect at any time to pay the eligible public safety employee all or any portion of the accrued compensatory time off at his or her applicable hourly rate.

Paid personal leave, sick leave and vacation hours will not be considered time worked when calculating overtime.

1. Overtime Assignments

All qualified eligible public safety employees in a workgroup may, on a quarterly basis, volunteer to be included on a list of employees who will be offered the opportunity to work additional time outside of his or her normally scheduled work hours (an “event”). The City agrees to post each quarter’s volunteer list in a conspicuous location.

The City will make a reasonable attempt to offer an event to qualified eligible public safety employees on the volunteer list on a *rotation* basis. The City retains the right to determine whether an eligible public safety employee is qualified to work an event. The first offer of each quarter will be made to the qualified eligible public safety employee with the most seniority on the volunteer list, rotating through the volunteer list to the qualified eligible

public safety employee with the least seniority. Once an event has been accepted or declined, that eligible public safety employee will move to the bottom of the list.

An attempt must be made to make the offer orally to the eligible public safety employee on the volunteer list. The City does not have to make an oral offer to an eligible public safety employee on the volunteer list if it posts a request.

An eligible public safety employee's failure to answer a telephone call will count as him or her having declined that event. If an eligible public safety employee declines six events, the City may remove the eligible public safety employee from that quarter's volunteer list.

AFSCME agrees that the administration and scheduling of any necessary overtime work is solely a function of the City

The City may request that all qualified public safety employees in a workgroup, except for Airport Police Officers, volunteer to work an event by:

- a. Posting a request in the work place at least twenty-four (24) hours before the event; and
- b. Sending an e-mail or other electronic message providing notice of the event to public safety employees in a workgroup.

If the event cannot be assigned to a qualified eligible public safety employee on that quarter's volunteer list, the City will assign the event to the eligible public safety employee with the most seniority who voluntarily accepted the opportunity to work the event using the same rules of *rotating* through the seniority list to the employee with the least seniority. If the entire list of qualified eligible public safety employees in a workgroup has accepted an event, the City will start again with the qualified eligible public safety employee who has the most seniority.

The City will not count an eligible public safety employee on the volunteer list who does not volunteer for a posted event as having declined the work.

In every workgroup where overtime has been assigned as outlined above, the workgroup's supervisor and the AFSCME steward assigned to that workgroup, or the lead steward in that department, will meet at least once a month to review the workgroup's records to make sure that the assignment process was properly followed. If an eligible public safety employee was not offered the opportunity to work an event as required by this process, the eligible public safety employee will be placed at the top of the list for the next available event.

For the purpose of continuity and completion of assignments, eligible employees working on specific projects are exempt from this overtime provision. However, the City agrees that it will make a reasonable attempt to offer overtime assignments in a fair and consistent manner.

2. Involuntary Overtime Assignments

If no qualified full-time eligible public safety employee volunteers to work an event using the process outlined above, the City will assign the event by first attempting to contact the qualified eligible public safety employee with the least seniority, and then contacting the next least senior, qualified eligible public safety employee until all overtime work assignments have been made. AFSCME may modify this procedure after reaching an agreement with a department.

An employee may be subject to disciplinary action for refusing an overtime assignment.

C. Probationary Period

The probationary period for public safety employees in the police and fire departments will be set by the Salt Lake City Civil Service Commission. All other public safety employees' probationary periods will be no more than one (1) year. A POST certified airport police officer will serve a six (6) month probationary period. The City may extend the probationary period for training purposes.

An eligible employee accepting a public safety position may return to his or her former position within thirty (30) calendar days.

An eligible employee accepting a public safety position who does not successfully complete the probationary period may return to his or her former position if the position is open or being performed by a probationary employee.

D. Shift, Vacation, and Holiday Bids

Public safety employees will bid on shifts, vacation, and holidays based on seniority and department policy. Each department will consult with AFSCME before adopting bid procedures.

E. Special Duty Assignments

Each public safety employee assigned a special duty, (for example: training, EOD duties, or K-9 duties, etc.,) may receive additional compensation as allowed by each department's policy.

F. Injury Leave

The City's injury leave program provides a benefit to Airport Police Officers. The injury leave program applies when:

1. An Airport Police Officer suffers an injury while performing his or her official duties or when performing a necessary job related activity as determined by the City;
2. The Airport Police Officer must be unable to return to work due to the injury as verified by a licensed health care professional acceptable to the City;
3. The leave benefit must not exceed the value of the Airport Police Officer's net wages during the period of absence due to the injury, less all amounts paid or credited as worker's compensation,

social security, long-term disability, or retirement benefits, or any form of governmental relief whatsoever;

4. The aggregate value of the benefits an Airport Police Officer may receive under the injury leave program will not exceed Five Thousand Dollars (\$5,000) per injury. The Airport Director may approve an increase to this amount after receiving an acceptable treatment plan and consulting with the City's Risk Manager;
5. The City's Risk Manager will be responsible for reviewing injury leave claims. An Airport Police Officer may appeal the Risk Manager's decision to the Director of Management Services who may recommend the Mayor modify the Risk Manager's decision; and
6. The Risk Manager will notify an Airport Police Officer when the benefit has reached Three Thousand Five Hundred Dollars (\$3,500).

G. Civil Service Commission

The Salt Lake City Civil Service Commission governs certain terms and conditions of employment for public safety employees in the Police and Fire Departments.

The City will provide the most current copy of the Salt Lake City Civil Service Commission Rules to all eligible employees in the Police and Fire Departments.

ARTICLE 51 - FISCAL YEAR 2010 ECONOMIC CRISIS

Due to the current economic crisis, the City will suspend payment of one and one-half percent (1.5%) of the wages set forth in Appendix "B" beginning July 1, 2009 and ending no later than June 30, 2010. (Appendix "C" reflects this suspension.)

The City will also suspend payment of merit increases beginning July 1, 2009 and ending no later than June 30, 2010.

The City agrees it will review the suspensions each quarter during the term of the MOU to determine if it can reinstate the suspended amounts.

In exchange for these suspensions, the City will provide each eligible employee one (1) additional personal holiday each quarter of fiscal year 2010 for a total of four (4) additional personal holidays.

An eligible employee's supervisor will either grant or deny a written request to use one of these additional personal holidays no more than five (5) working days after receiving the request but will not unreasonably deny an eligible employee's request.

An eligible employee who does not use a personal holiday during the quarter it is provided will lose that personal holiday. These four personal holidays will not be included when computing overtime during the week they are taken.

ARTICLE 52 – DEFINITIONS

The following definitions will be used when interpreting this MOU:

1. “AFSCME” means the American Federation of State, County and Municipal Employees, Local 1004, AFL-CIO.
2. “CITY” means Salt Lake City, a Utah municipal corporation.
3. “ELIGIBLE EMPLOYEE” means an employee designated by the City who is represented by AFSCME. The Following full time City employees are not “eligible employees”:
 - a. Elected officials;
 - b. An employee in the probationary period of his/her original appointment as defined by City policy;
 - c. Any “at-will” employee;
 - d. Any administrator, manager or supervisor who may have direct charge of an employee or any group of employees.
 - e. Any employee assigned to the Mayor’s Office;
 - f. Any employee assigned to the City Council’s Office;
 - g. Any employee assigned to the City Attorney’s Office;
 - h. Any employee assigned to the City Recorder’s Office; or
 - i. Any employee assigned to the Human Resources.
4. “MAYOR’S DESIGNEE” means the individual appointed by the Mayor to interpret this MOU and to assist the City and AFSCME to fulfill the MOU’s terms.
5. “PUBLIC SAFETY EMPLOYEE” means Airport Police, Airport Operations Coordinators, Police Dispatchers, eligible employees in the Police Department, Fire Dispatchers, and eligible employees in the Fire Department.
6. “QUALIFIED” means the City has determined that an eligible employee can satisfactorily perform the job.
7. “TERMS AND CONDITIONS OF EMPLOYMENT” means wages, salaries, working conditions, hours and benefits except as specifically modified by the Resolution.
8. “WILL” means the same as shall and is not intended to be read as allowing discretion.
9. “WORKGROUP” means the employees identified by each area in his or her division (as necessary) after consulting with the assigned steward.

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

SALT LAKE CITY CORPORATION

By: _____

RALPH E. BECKER
MAYOR

ATTEST:

City Recorder

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

By: _____

PATTY RICH
Executive Director

MEMBER, AFSCME NEGOTIATION
COMMITTEE

RICK NUESMEYER
President

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the __ day of June, 2009, personally appeared before me PATTY RICH, who being by me duly sworn, did say that she is the Executive Director of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES Local 1004 and RICK NUESMEYER, who being duly sworn, did say that he is the President of Local 1004, that he executed the foregoing instrument on behalf of Local 1004 by authority of Local 1004's Board of Directors and that said instrument has been duly ratified and approved by Local 1004's membership and that his execution hereof constitutes as valid and binding acting on behalf of Local 1004 and its membership.

NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

Approved as to form

RALPH E. CHAMNESS
Senior City Attorney

Signature Page

Rick Nuesmeyer, AFSCME President

Anthony Garcia, AFSCME Vice President

Don Denne, Airport

Stuart Lawrence, Public Utilities

Dale Justice, Public Utilities

Paul Midkiff, Public Services

Richard Grange, Public Services

Ray Wickens, Public Services

Jennifer Moreno, Management Services

Curtis Tadehara, Airport / Public Safety

Shahara Clark, Fire Dept. / Public Safety

Ilias Politis, Police Dept. / Public Safety

APPENDIX A – AFSCME Steward’s Leave Slip

AFSCME Steward’s Leave Slip

Name of Steward: _____ Date: _____

Investigation Representation

Hearing Representation

Conflict Resolution with Employee and Supervisor

Excused for Meeting

Other: _____

Time to be Excused: _____ AM / PM

Expected Return Time: _____ AM / PM

Actual Return Time: _____ AM / PM

Steward’s Signature: _____

Date: _____ Time: _____ AM / PM

Supervisor’s Signature: _____

Date: _____ Time: _____ AM / PM

APPENDIX B – 100 Series Wage Schedule

Step	A		B		C		D		E	
	Hourly	Approximate Monthly Equivalent	Hourly	Approximate Monthly Equivalent	Hourly	Approximate Monthly Equivalent	Hourly	Approximate Monthly Equivalent	Hourly	Approximate Monthly Equivalent
Grade										
101	\$10.01	\$1,735	\$10.51	\$1,822	\$10.98	\$1,903	\$11.43	\$1,981	\$12.00	\$2,080
102	\$10.30	\$1,785	\$10.81	\$1,874	\$11.31	\$1,960	\$11.79	\$2,044	\$12.37	\$2,144
103	\$10.59	\$1,836	\$11.11	\$1,926	\$11.88	\$2,059	\$12.11	\$2,099	\$12.69	\$2,200
104	\$10.91	\$1,891	\$11.42	\$1,979	\$11.94	\$2,070	\$12.48	\$2,163	\$13.07	\$2,265
105	\$11.23	\$1,947	\$11.76	\$2,038	\$12.30	\$2,132	\$12.82	\$2,222	\$13.44	\$2,330
106	\$11.51	\$1,995	\$12.10	\$2,097	\$12.65	\$2,193	\$13.17	\$2,283	\$13.82	\$2,395
107	\$11.83	\$2,051	\$12.40	\$2,149	\$12.98	\$2,250	\$13.53	\$2,345	\$14.19	\$2,460
108	\$12.20	\$2,115	\$12.81	\$2,220	\$13.39	\$2,321	\$13.99	\$2,425	\$14.68	\$2,545
109	\$12.55	\$2,175	\$13.15	\$2,279	\$13.79	\$2,390	\$14.38	\$2,493	\$15.11	\$2,619
110	\$12.92	\$2,239	\$13.55	\$2,349	\$14.20	\$2,461	\$14.82	\$2,569	\$15.57	\$2,699
111	\$13.30	\$2,305	\$13.96	\$2,420	\$14.62	\$2,534	\$15.24	\$2,642	\$15.99	\$2,772
112	\$13.68	\$2,371	\$14.36	\$2,489	\$15.06	\$2,610	\$15.70	\$2,721	\$16.49	\$2,858
113	\$14.06	\$2,437	\$14.77	\$2,560	\$15.50	\$2,687	\$16.18	\$2,805	\$16.96	\$2,940
114	\$14.51	\$2,515	\$15.22	\$2,638	\$15.93	\$2,761	\$16.66	\$2,888	\$17.49	\$3,032
115	\$14.91	\$2,584	\$15.67	\$2,716	\$16.41	\$2,844	\$17.13	\$2,969	\$18.01	\$3,122
116	\$15.35	\$2,661	\$16.14	\$2,798	\$16.91	\$2,931	\$17.66	\$3,061	\$18.55	\$3,215
117	\$15.82	\$2,742	\$16.63	\$2,883	\$17.41	\$3,018	\$18.18	\$3,151	\$19.11	\$3,312
118	\$16.28	\$2,822	\$17.12	\$2,967	\$17.94	\$3,110	\$18.73	\$3,247	\$19.69	\$3,413
119	\$16.80	\$2,912	\$17.63	\$3,056	\$18.49	\$3,205	\$19.33	\$3,351	\$20.31	\$3,520
120	\$17.27	\$2,993	\$18.15	\$3,146	\$19.04	\$3,300	\$19.89	\$3,448	\$20.89	\$3,621
121	\$17.77	\$3,080	\$18.66	\$3,234	\$19.62	\$3,401	\$20.49	\$3,552	\$21.53	\$3,732
122	\$18.32	\$3,175	\$19.25	\$3,337	\$20.18	\$3,498	\$21.09	\$3,656	\$22.19	\$3,846
123	\$18.89	\$3,274	\$19.81	\$3,434	\$20.80	\$3,605	\$21.75	\$3,770	\$22.87	\$3,964
124	\$19.42	\$3,366	\$20.45	\$3,545	\$21.43	\$3,715	\$22.38	\$3,879	\$23.54	\$4,080
125	\$20.04	\$3,474	\$21.07	\$3,652	\$22.11	\$3,832	\$23.08	\$4,001	\$24.30	\$4,212

APPENDIX B 1 – 200 Series Wage Schedule Hourly

Step/ Grade	A	B	C	D	E	F	G	H	I	J
201	\$ 7.70	\$ 7.97	\$ 8.24	\$ 8.53	\$ 8.82	\$ 9.15	\$ 9.49	\$ 9.80	\$ 10.19	\$ 10.55
202	\$ 7.95	\$ 8.25	\$ 8.50	\$ 8.80	\$ 9.12	\$ 9.44	\$ 9.79	\$ 10.13	\$ 10.51	\$ 10.87
203	\$ 8.17	\$ 8.49	\$ 8.79	\$ 9.11	\$ 9.42	\$ 9.75	\$ 10.13	\$ 10.49	\$ 10.86	\$ 11.26
204	\$ 8.46	\$ 8.74	\$ 9.07	\$ 9.40	\$ 9.74	\$ 10.09	\$ 10.43	\$ 10.82	\$ 11.24	\$ 11.64
205	\$ 8.73	\$ 9.06	\$ 9.38	\$ 9.71	\$ 10.05	\$ 10.41	\$ 10.80	\$ 11.20	\$ 11.63	\$ 12.05
206	\$ 9.02	\$ 9.36	\$ 9.67	\$ 10.01	\$ 10.37	\$ 10.77	\$ 11.17	\$ 11.56	\$ 11.99	\$ 12.45
207	\$ 9.31	\$ 9.66	\$ 9.99	\$ 10.35	\$ 10.73	\$ 11.13	\$ 11.55	\$ 11.97	\$ 12.43	\$ 12.88
208	\$ 9.63	\$ 9.97	\$ 10.31	\$ 10.70	\$ 11.11	\$ 11.50	\$ 11.93	\$ 12.39	\$ 12.83	\$ 13.30
209	\$ 9.93	\$ 10.30	\$ 10.68	\$ 11.04	\$ 11.48	\$ 11.88	\$ 12.32	\$ 12.81	\$ 13.26	\$ 13.77
210	\$ 10.26	\$ 10.65	\$ 11.02	\$ 11.42	\$ 11.86	\$ 12.30	\$ 12.73	\$ 13.25	\$ 13.74	\$ 14.23
211	\$ 10.59	\$ 10.98	\$ 11.39	\$ 11.82	\$ 12.24	\$ 12.69	\$ 13.17	\$ 13.68	\$ 14.18	\$ 14.51
212	\$ 10.95	\$ 11.37	\$ 11.79	\$ 12.22	\$ 12.69	\$ 13.14	\$ 13.65	\$ 14.15	\$ 14.70	\$ 15.24
213	\$ 11.35	\$ 11.76	\$ 12.17	\$ 12.63	\$ 13.10	\$ 13.62	\$ 14.10	\$ 14.67	\$ 15.20	\$ 15.81
214	\$ 11.73	\$ 12.15	\$ 12.62	\$ 13.10	\$ 13.63	\$ 14.12	\$ 14.69	\$ 15.24	\$ 15.86	\$ 16.48
215	\$ 12.11	\$ 12.57	\$ 13.05	\$ 13.55	\$ 14.07	\$ 14.62	\$ 15.19	\$ 15.80	\$ 16.41	\$ 17.04
216	\$ 12.54	\$ 13.01	\$ 13.52	\$ 14.05	\$ 14.57	\$ 15.17	\$ 15.75	\$ 16.36	\$ 16.99	\$ 17.68
217	\$ 12.97	\$ 13.47	\$ 13.99	\$ 14.54	\$ 15.11	\$ 15.67	\$ 16.29	\$ 16.92	\$ 17.60	\$ 18.32
218	\$ 13.42	\$ 13.94	\$ 14.49	\$ 15.05	\$ 15.63	\$ 16.24	\$ 16.86	\$ 17.53	\$ 18.24	\$ 18.96
219	\$ 13.86	\$ 14.41	\$ 14.96	\$ 15.57	\$ 16.18	\$ 16.81	\$ 17.47	\$ 18.15	\$ 18.89	\$ 19.62
220	\$ 14.36	\$ 14.92	\$ 15.50	\$ 16.12	\$ 16.76	\$ 17.40	\$ 18.09	\$ 18.81	\$ 19.55	\$ 20.34
221	\$ 14.85	\$ 15.50	\$ 16.13	\$ 16.81	\$ 17.52	\$ 18.29	\$ 19.05	\$ 19.89	\$ 20.72	\$ 21.63
222	\$ 15.36	\$ 16.00	\$ 16.70	\$ 17.40	\$ 18.13	\$ 18.94	\$ 19.74	\$ 20.56	\$ 21.46	\$ 22.38
223	\$ 15.91	\$ 16.60	\$ 17.32	\$ 18.03	\$ 18.81	\$ 19.62	\$ 20.46	\$ 21.32	\$ 22.26	\$ 23.23
224	\$ 16.47	\$ 17.19	\$ 17.92	\$ 18.66	\$ 19.47	\$ 20.29	\$ 21.19	\$ 22.12	\$ 23.06	\$ 24.06
225	\$ 17.06	\$ 17.80	\$ 18.55	\$ 19.36	\$ 20.18	\$ 21.06	\$ 21.94	\$ 22.90	\$ 23.90	\$ 24.94

APPENDIX B 2 – 200 Series Approximately Monthly Equivalent Pay Schedule

Step/ Grade	A	B	C	D	E	F	G	H	I	J
201	\$1,335	\$1,381	\$1,428	\$1,479	\$1,529	\$1,586	\$1,645	\$1,699	\$1,766	\$1,829
202	\$1,378	\$1,430	\$1,473	\$1,525	\$1,581	\$1,636	\$1,697	\$1,756	\$1,822	\$1,884
203	\$1,416	\$1,472	\$1,524	\$1,579	\$1,633	\$1,690	\$1,756	\$1,818	\$1,882	\$1,952
204	\$1,466	\$1,515	\$1,572	\$1,629	\$1,688	\$1,749	\$1,808	\$1,875	\$1,948	\$2,018
205	\$1,513	\$1,570	\$1,626	\$1,683	\$1,742	\$1,804	\$1,872	\$1,941	\$2,016	\$2,089
206	\$1,563	\$1,622	\$1,676	\$1,735	\$1,797	\$1,867	\$1,936	\$2,004	\$2,078	\$2,158
207	\$1,614	\$1,674	\$1,732	\$1,794	\$1,860	\$1,929	\$2,002	\$2,075	\$2,155	\$2,233
208	\$1,669	\$1,728	\$1,787	\$1,855	\$1,926	\$1,993	\$2,068	\$2,148	\$2,224	\$2,305
209	\$1,721	\$1,785	\$1,851	\$1,914	\$1,990	\$2,059	\$2,135	\$2,220	\$2,298	\$2,387
210	\$1,778	\$1,846	\$1,910	\$1,979	\$2,056	\$2,132	\$2,207	\$2,297	\$2,382	\$2,467
211	\$1,836	\$1,903	\$1,974	\$2,049	\$2,122	\$2,200	\$2,283	\$2,371	\$2,458	\$2,515
212	\$1,898	\$1,971	\$2,044	\$2,118	\$2,200	\$2,278	\$2,366	\$2,453	\$2,548	\$2,642
213	\$1,967	\$2,038	\$2,109	\$2,189	\$2,271	\$2,361	\$2,444	\$2,543	\$2,635	\$2,740
214	\$2,033	\$2,106	\$2,187	\$2,271	\$2,363	\$2,447	\$2,546	\$2,642	\$2,749	\$2,857
215	\$2,099	\$2,179	\$2,262	\$2,349	\$2,439	\$2,534	\$2,633	\$2,739	\$2,844	\$2,954
216	\$2,174	\$2,255	\$2,343	\$2,435	\$2,525	\$2,629	\$2,730	\$2,836	\$2,945	\$3,065
217	\$2,248	\$2,335	\$2,425	\$2,520	\$2,619	\$2,716	\$2,824	\$2,933	\$3,051	\$3,175
218	\$2,326	\$2,416	\$2,512	\$2,609	\$2,709	\$2,815	\$2,922	\$3,039	\$3,162	\$3,286
219	\$2,402	\$2,498	\$2,593	\$2,699	\$2,805	\$2,914	\$3,028	\$3,146	\$3,274	\$3,401
220	\$2,489	\$2,586	\$2,687	\$2,794	\$2,905	\$3,016	\$3,136	\$3,260	\$3,389	\$3,526
221	\$2,574	\$2,687	\$2,796	\$2,914	\$3,037	\$3,170	\$3,302	\$3,448	\$3,591	\$3,749
222	\$2,662	\$2,773	\$2,895	\$3,016	\$3,143	\$3,283	\$3,422	\$3,564	\$3,720	\$3,879
223	\$2,758	\$2,877	\$3,002	\$3,125	\$3,260	\$3,401	\$3,546	\$3,695	\$3,858	\$4,027
224	\$2,855	\$2,980	\$3,106	\$3,234	\$3,375	\$3,517	\$3,673	\$3,834	\$3,997	\$4,170
225	\$2,957	\$3,085	\$3,215	\$3,356	\$3,498	\$3,650	\$3,803	\$3,969	\$4,143	\$4,323

APPENDIX B 3 – 300 Series Wage Schedule

Grade	Minimum		Midpoint		Maximum	
	Bi-Weekly	Monthly	Bi-Weekly	Monthly	Bi-Weekly	Monthly
301	\$ 1,012.80	\$ 2,194.40	\$ 1,272.80	\$ 2,757.73	\$ 1,534.40	\$ 3,324.53
302	\$ 1,059.20	\$ 2,294.93	\$ 1,300.80	\$ 2,818.40	\$ 1,541.60	\$ 3,340.13
303	\$ 1,108.00	\$ 2,400.67	\$ 1,385.60	\$ 3,002.13	\$ 1,664.00	\$ 3,605.33
304	\$ 1,159.20	\$ 2,511.60	\$ 1,454.40	\$ 3,151.20	\$ 1,750.40	\$ 3,792.53
305	\$ 1,212.00	\$ 2,626.00	\$ 1,518.40	\$ 3,289.87	\$ 1,824.80	\$ 3,953.73
306	\$ 1,268.00	\$ 2,747.33	\$ 1,585.60	\$ 3,435.47	\$ 1,903.20	\$ 4,123.60
307	\$ 1,332.80	\$ 2,887.73	\$ 1,667.20	\$ 3,612.27	\$ 2,000.80	\$ 4,335.07
308	\$ 1,384.80	\$ 3,000.40	\$ 1,730.40	\$ 3,749.20	\$ 2,076.80	\$ 4,499.73
309	\$ 1,446.40	\$ 3,133.87	\$ 1,808.80	\$ 3,919.07	\$ 2,170.40	\$ 4,702.53
310	\$ 1,512.80	\$ 3,277.73	\$ 1,890.40	\$ 4,095.87	\$ 2,269.60	\$ 4,917.47
311	\$ 1,582.40	\$ 3,428.53	\$ 1,980.80	\$ 4,291.73	\$ 2,377.60	\$ 5,151.47
312	\$ 1,692.80	\$ 3,667.73	\$ 2,141.60	\$ 4,640.13	\$ 2,591.20	\$ 5,614.27
313	\$ 1,767.20	\$ 3,828.93	\$ 2,237.60	\$ 4,848.13	\$ 2,708.00	\$ 5,867.33
314	\$ 1,848.80	\$ 4,005.73	\$ 2,340.00	\$ 5,070.00	\$ 2,831.20	\$ 6,134.27
315	\$ 1,930.40	\$ 4,182.53	\$ 2,444.80	\$ 5,297.07	\$ 2,957.60	\$ 6,408.13

APPENDIX C – 100 Series Wage Schedule with 1.5% Suspension

Step	A		B		C		D		E	
Grade	Hourly	Approximate Monthly Equivalent	Hourly	Approximate Monthly Equivalent	Hourly	Approximate Monthly Equivalent	Hourly	Approximate Monthly Equivalent	Hourly	Approximate Monthly Equivalent
101	\$9.86	\$1,709	\$10.35	\$1,794	\$10.82	\$1,875	\$11.26	\$1,952	\$11.82	\$2,049
102	\$10.15	\$1,759	\$10.65	\$1,846	\$11.14	\$1,931	\$11.61	\$2,012	\$12.18	\$2,111
103	\$10.43	\$1,808	\$10.94	\$1,896	\$11.70	\$2,028	\$11.93	\$2,068	\$12.50	\$2,167
104	\$10.75	\$1,863	\$11.25	\$1,950	\$11.76	\$2,038	\$12.29	\$2,130	\$12.87	\$2,231
105	\$11.06	\$1,917	\$11.58	\$2,007	\$12.12	\$2,101	\$12.63	\$2,189	\$13.24	\$2,295
106	\$11.34	\$1,966	\$11.92	\$2,066	\$12.46	\$2,160	\$12.97	\$2,248	\$13.61	\$2,359
107	\$11.65	\$2,019	\$12.21	\$2,116	\$12.79	\$2,217	\$13.33	\$2,311	\$13.98	\$2,423
108	\$12.02	\$2,083	\$12.62	\$2,187	\$13.19	\$2,286	\$13.78	\$2,389	\$14.46	\$2,506
109	\$12.36	\$2,142	\$12.95	\$2,245	\$13.58	\$2,354	\$14.16	\$2,454	\$14.88	\$2,579
110	\$12.73	\$2,207	\$13.35	\$2,314	\$13.99	\$2,425	\$14.60	\$2,531	\$15.34	\$2,659
111	\$13.10	\$2,271	\$13.75	\$2,383	\$14.40	\$2,496	\$15.01	\$2,602	\$15.75	\$2,730
112	\$13.47	\$2,335	\$14.14	\$2,451	\$14.83	\$2,571	\$15.46	\$2,680	\$16.24	\$2,815
113	\$13.85	\$2,401	\$14.55	\$2,522	\$15.27	\$2,647	\$15.94	\$2,763	\$16.71	\$2,896
114	\$14.29	\$2,477	\$14.99	\$2,598	\$15.69	\$2,720	\$16.41	\$2,844	\$17.23	\$2,987
115	\$14.69	\$2,546	\$15.43	\$2,675	\$16.16	\$2,801	\$16.87	\$2,924	\$17.74	\$3,075
116	\$15.12	\$2,621	\$15.90	\$2,756	\$16.66	\$2,888	\$17.40	\$3,016	\$18.27	\$3,167
117	\$15.58	\$2,701	\$16.38	\$2,839	\$17.15	\$2,973	\$17.91	\$3,104	\$18.82	\$3,262
118	\$16.04	\$2,780	\$16.86	\$2,922	\$17.67	\$3,063	\$18.45	\$3,198	\$19.39	\$3,361
119	\$16.55	\$2,869	\$17.37	\$3,011	\$18.21	\$3,156	\$19.04	\$3,300	\$20.01	\$3,468
120	\$17.01	\$2,948	\$17.88	\$3,099	\$18.75	\$3,250	\$19.59	\$3,396	\$20.58	\$3,567
121	\$17.50	\$3,033	\$18.38	\$3,186	\$19.33	\$3,351	\$20.18	\$3,498	\$21.21	\$3,676
122	\$18.05	\$3,129	\$18.96	\$3,286	\$19.88	\$3,446	\$20.77	\$3,600	\$21.86	\$3,789
123	\$18.61	\$3,226	\$19.51	\$3,382	\$20.49	\$3,552	\$21.42	\$3,713	\$22.53	\$3,905
124	\$19.13	\$3,316	\$20.14	\$3,491	\$21.11	\$3,659	\$22.04	\$3,820	\$23.19	\$4,020
125	\$19.74	\$3,422	\$20.75	\$3,597	\$21.78	\$3,775	\$22.73	\$3,940	\$23.94	\$4,150

APPENDIX C 1 – 200 Series Wage Schedule Hourly with 1.5% Suspension

Grade	A	B	C	D	E	F	G	H	I	J
201	\$ 7.58	\$ 7.85	\$ 8.12	\$ 8.40	\$ 8.69	\$ 9.01	\$ 9.35	\$ 9.65	\$ 10.04	\$ 10.39
202	\$ 7.83	\$ 8.13	\$ 8.37	\$ 8.67	\$ 8.98	\$ 9.30	\$ 9.64	\$ 9.98	\$ 10.35	\$ 10.71
203	\$ 8.05	\$ 8.36	\$ 8.66	\$ 8.97	\$ 9.28	\$ 9.60	\$ 9.98	\$ 10.33	\$ 10.70	\$ 11.09
204	\$ 8.33	\$ 8.61	\$ 8.93	\$ 9.26	\$ 9.59	\$ 9.94	\$ 10.27	\$ 10.66	\$ 11.07	\$ 11.47
205	\$ 8.60	\$ 8.92	\$ 9.24	\$ 9.56	\$ 9.90	\$ 10.25	\$ 10.64	\$ 11.03	\$ 11.46	\$ 11.87
206	\$ 8.88	\$ 9.22	\$ 9.52	\$ 9.86	\$ 10.21	\$ 10.61	\$ 11.00	\$ 11.39	\$ 11.81	\$ 12.26
207	\$ 9.17	\$ 9.52	\$ 9.84	\$ 10.19	\$ 10.57	\$ 10.96	\$ 11.38	\$ 11.79	\$ 12.24	\$ 12.69
208	\$ 9.49	\$ 9.82	\$ 10.16	\$ 10.54	\$ 10.94	\$ 11.33	\$ 11.75	\$ 12.20	\$ 12.64	\$ 13.10
209	\$ 9.78	\$ 10.15	\$ 10.52	\$ 10.87	\$ 11.31	\$ 11.70	\$ 12.14	\$ 12.62	\$ 13.06	\$ 13.56
210	\$ 10.11	\$ 10.49	\$ 10.85	\$ 11.25	\$ 11.68	\$ 12.12	\$ 12.54	\$ 13.05	\$ 13.53	\$ 14.02
211	\$ 10.43	\$ 10.82	\$ 11.22	\$ 11.64	\$ 12.06	\$ 12.50	\$ 12.97	\$ 13.47	\$ 13.97	\$ 14.29
212	\$ 10.79	\$ 11.20	\$ 11.61	\$ 12.04	\$ 12.50	\$ 12.94	\$ 13.45	\$ 13.94	\$ 14.48	\$ 15.01
213	\$ 11.18	\$ 11.58	\$ 11.99	\$ 12.44	\$ 12.90	\$ 13.42	\$ 13.89	\$ 14.45	\$ 14.97	\$ 15.57
214	\$ 11.55	\$ 11.97	\$ 12.43	\$ 12.90	\$ 13.43	\$ 13.91	\$ 14.47	\$ 15.01	\$ 15.62	\$ 16.23
215	\$ 11.93	\$ 12.38	\$ 12.85	\$ 13.35	\$ 13.86	\$ 14.40	\$ 14.96	\$ 15.56	\$ 16.16	\$ 16.78
216	\$ 12.35	\$ 12.81	\$ 13.32	\$ 13.84	\$ 14.35	\$ 14.94	\$ 15.51	\$ 16.11	\$ 16.74	\$ 17.41
217	\$ 12.78	\$ 13.27	\$ 13.78	\$ 14.32	\$ 14.88	\$ 15.43	\$ 16.05	\$ 16.67	\$ 17.34	\$ 18.05
218	\$ 13.22	\$ 13.73	\$ 14.27	\$ 14.82	\$ 15.40	\$ 16.00	\$ 16.61	\$ 17.27	\$ 17.97	\$ 18.68
219	\$ 13.65	\$ 14.19	\$ 14.74	\$ 15.34	\$ 15.94	\$ 16.56	\$ 17.21	\$ 17.88	\$ 18.61	\$ 19.33
220	\$ 14.14	\$ 14.70	\$ 15.27	\$ 15.88	\$ 16.51	\$ 17.14	\$ 17.82	\$ 18.53	\$ 19.26	\$ 20.03
221	\$ 14.63	\$ 15.27	\$ 15.89	\$ 16.56	\$ 17.26	\$ 18.02	\$ 18.76	\$ 19.59	\$ 20.41	\$ 21.31
222	\$ 15.13	\$ 15.76	\$ 16.45	\$ 17.14	\$ 17.86	\$ 18.66	\$ 19.44	\$ 20.25	\$ 21.14	\$ 22.04
223	\$ 15.67	\$ 16.35	\$ 17.06	\$ 17.76	\$ 18.53	\$ 19.33	\$ 20.15	\$ 21.00	\$ 21.93	\$ 22.88
224	\$ 16.22	\$ 16.93	\$ 17.65	\$ 18.38	\$ 19.18	\$ 19.99	\$ 20.87	\$ 21.79	\$ 22.71	\$ 23.70
225	\$ 16.80	\$ 17.53	\$ 18.27	\$ 19.07	\$ 19.88	\$ 20.74	\$ 21.61	\$ 22.56	\$ 23.54	\$ 24.57

**APPENDIX C 2 – 200 Series Approximately Monthly Equivalent Pay
Schedule with 1.5% Suspension**

Step/ Grade	A	B	C	D	E	F	G	H	I	J
201	\$1,314	\$1,361	\$1,407	\$1,456	\$1,506	\$1,562	\$1,621	\$1,673	\$1,740	\$1,801
202	\$1,357	\$1,409	\$1,451	\$1,503	\$1,557	\$1,612	\$1,671	\$1,730	\$1,794	\$1,856
203	\$1,395	\$1,449	\$1,501	\$1,555	\$1,609	\$1,664	\$1,730	\$1,791	\$1,855	\$1,922
204	\$1,444	\$1,492	\$1,548	\$1,605	\$1,662	\$1,723	\$1,780	\$1,848	\$1,919	\$1,988
205	\$1,491	\$1,546	\$1,602	\$1,657	\$1,716	\$1,777	\$1,844	\$1,912	\$1,986	\$2,057
206	\$1,539	\$1,598	\$1,650	\$1,709	\$1,770	\$1,839	\$1,907	\$1,974	\$2,047	\$2,125
207	\$1,589	\$1,650	\$1,706	\$1,766	\$1,832	\$1,900	\$1,973	\$2,044	\$2,122	\$2,200
208	\$1,645	\$1,702	\$1,761	\$1,827	\$1,896	\$1,964	\$2,037	\$2,115	\$2,191	\$2,271
209	\$1,695	\$1,759	\$1,823	\$1,884	\$1,960	\$2,028	\$2,104	\$2,187	\$2,264	\$2,350
210	\$1,752	\$1,818	\$1,881	\$1,950	\$2,025	\$2,101	\$2,174	\$2,262	\$2,345	\$2,430
211	\$1,808	\$1,875	\$1,945	\$2,018	\$2,090	\$2,167	\$2,248	\$2,335	\$2,421	\$2,477
212	\$1,870	\$1,941	\$2,012	\$2,087	\$2,167	\$2,243	\$2,331	\$2,416	\$2,510	\$2,602
213	\$1,938	\$2,007	\$2,078	\$2,156	\$2,236	\$2,326	\$2,408	\$2,505	\$2,595	\$2,699
214	\$2,002	\$2,075	\$2,155	\$2,236	\$2,328	\$2,411	\$2,508	\$2,602	\$2,707	\$2,813
215	\$2,068	\$2,146	\$2,227	\$2,314	\$2,402	\$2,496	\$2,593	\$2,697	\$2,801	\$2,909
216	\$2,141	\$2,220	\$2,309	\$2,399	\$2,487	\$2,590	\$2,688	\$2,792	\$2,902	\$3,018
217	\$2,215	\$2,300	\$2,389	\$2,482	\$2,579	\$2,675	\$2,782	\$2,889	\$3,006	\$3,129
218	\$2,291	\$2,380	\$2,473	\$2,569	\$2,669	\$2,773	\$2,879	\$2,993	\$3,115	\$3,238
219	\$2,366	\$2,460	\$2,555	\$2,659	\$2,763	\$2,870	\$2,983	\$3,099	\$3,226	\$3,351
220	\$2,451	\$2,548	\$2,647	\$2,753	\$2,862	\$2,971	\$3,089	\$3,212	\$3,338	\$3,472
221	\$2,536	\$2,647	\$2,754	\$2,870	\$2,992	\$3,123	\$3,252	\$3,396	\$3,538	\$3,694
222	\$2,623	\$2,732	\$2,851	\$2,971	\$3,096	\$3,234	\$3,370	\$3,510	\$3,664	\$3,820
223	\$2,716	\$2,834	\$2,957	\$3,078	\$3,212	\$3,351	\$3,493	\$3,640	\$3,801	\$3,966
224	\$2,811	\$2,935	\$3,059	\$3,186	\$3,325	\$3,465	\$3,617	\$3,777	\$3,936	\$4,108
225	\$2,912	\$3,039	\$3,167	\$3,305	\$3,446	\$3,595	\$3,746	\$3,910	\$4,080	\$4,259

APPENDIX C 3 – 300 Series Wage Schedule with 1.5% Suspension

Grade	Minimum		Midpoint		Maximum	
	Bi-Weekly	Monthly	Bi-Weekly	Monthly	Bi-Weekly	Monthly
301	\$ 997.61	\$ 2,161.49	\$ 1,266.01	\$ 2,743.02	\$ 1,534.40	\$ 3,324.53
302	\$ 1,043.31	\$ 2,260.51	\$ 1,292.46	\$ 2,800.33	\$ 1,541.60	\$ 3,340.13
303	\$ 1,091.38	\$ 2,364.66	\$ 1,377.69	\$ 2,985.00	\$ 1,664.00	\$ 3,605.33
304	\$ 1,141.81	\$ 2,473.92	\$ 1,446.11	\$ 3,133.24	\$ 1,750.40	\$ 3,792.53
305	\$ 1,193.82	\$ 2,586.61	\$ 1,509.31	\$ 3,270.17	\$ 1,824.80	\$ 3,953.73
306	\$ 1,248.98	\$ 2,706.12	\$ 1,576.09	\$ 3,414.86	\$ 1,903.20	\$ 4,123.60
307	\$ 1,312.81	\$ 2,844.42	\$ 1,656.81	\$ 3,589.76	\$ 2,000.80	\$ 4,335.07
308	\$ 1,364.03	\$ 2,955.40	\$ 1,720.42	\$ 3,727.58	\$ 2,076.80	\$ 4,499.73
309	\$ 1,424.70	\$ 3,086.85	\$ 1,797.55	\$ 3,894.69	\$ 2,170.40	\$ 4,702.53
310	\$ 1,490.11	\$ 3,228.57	\$ 1,879.86	\$ 4,073.03	\$ 2,269.60	\$ 4,917.47
311	\$ 1,558.66	\$ 3,377.10	\$ 1,968.13	\$ 4,264.28	\$ 2,377.60	\$ 5,151.47
312	\$ 1,667.41	\$ 3,612.72	\$ 2,129.31	\$ 4,613.51	\$ 2,591.20	\$ 5,614.27
313	\$ 1,740.69	\$ 3,771.50	\$ 2,224.35	\$ 4,819.43	\$ 2,708.00	\$ 5,867.33
314	\$ 1,821.07	\$ 3,945.65	\$ 2,326.14	\$ 5,039.97	\$ 2,831.20	\$ 6,134.27
315	\$ 1,901.44	\$ 4,119.79	\$ 2,429.52	\$ 5,263.96	\$ 2,957.60	\$ 6,408.13



AFSCME Union Contract Changes

July 1, 2009 – June 30, 2011

The AFSCME Contract has been reorganized and revised to be easily understood.

Article Number	Current Contract Language	New Contract Language
Articles 1 – 5 Construction of MOU, Limitations of Provisions, Recognition, Management Rights, Employee Rights		<ul style="list-style-type: none"> Clean up language
Article 6 AFSCME's Rights and Responsibilities <i>(New)</i>	<ul style="list-style-type: none"> Revised into a new Article 	<ul style="list-style-type: none"> AFSCME may request two (2) eligible employees be allowed unpaid leave of absence to conduct union business. Only one (1) employee at a time from a division will be allowed. At least a thirty (30) day notice in writing required.
Article 7 – Strikes and Work Stoppages	<ul style="list-style-type: none"> Formerly Article XXXI 	<ul style="list-style-type: none"> Moved to new Article 7
Article 8 – City's Obligations to AFSCME	<ul style="list-style-type: none"> Revised into a new Article (old Article V) Removed "One Union rep. from each dept. shall, upon receipt of permission from such employee's immediate super., be allowed a 	<ul style="list-style-type: none"> City agrees to allow each AFSCME steward up to twenty-four (24) hours each calendar year to attend City related AFSCME Meetings and/or to conduct other City related AFSCME business.

Article Number	Current Contract Language	New Contract Language
<p>Article 8 – City’s Obligations to AFSCME, Cont.</p>	<p>reasonable period during working hours to attend Union meetings or to participate in other Union business as necessary, up to a max. period of two hours per month, unless otherwise approved by dept. head.</p>	<ul style="list-style-type: none"> • City agrees to allow each AFSCME steward up to fifty-two (52) hours each calendar year during the steward’s normal working hours to investigate potential MOU violations and to represent eligible employees during any disciplinary process outlined in the MOU. • Union stewards will complete a form attached as Appendix “A” to request time under this Article. • AFSCME and the City agree they will meet to discuss any steward’s request for time beyond that outlined above. • City will provide AFSCME copies of all personnel policies and procedural directives. Along with any changes in such personnel policies and procedures. • City agrees to give AFSCME’s President thirty (30) day calendar days notice prior to changing any City personnel policies and procedures.
<p>Article 9 - Committees</p>	<ul style="list-style-type: none"> • Formerly Article XXVI – Labor Management Committee and Safety 	<ul style="list-style-type: none"> • The City and AFSCME will jointly establish a Labor Management Committee. • One AFSCME representative from each department and seven (7) employees appointed by the City will make up the Committee. • The Committee will meet at least once every quarter. Time spent during the Committee’s meetings will be considered time worked. The Mayor’s designee will, after consulting with AFSCME, prepare and distribute the agenda for each meeting. • The Committee will discuss any issues related to eligible employees’ wages, hours, and other conditions of employment. The Committee may make recommendations to Department Directors on these issues. • A Department Director may create his or her own committee to address these issues. • The Committee will study whether any other committees should be established to improve eligible employees’ working conditions. No later than March 1, 2010 the City and AFSCME will make any recommendations on these committees to the Mayor.

Article Number	Current Contract Language	New Contract Language
Article 9 – Committees, Cont.		<ul style="list-style-type: none"> The Committee will study whether changes should be made in this MOU's pre-bid process. No later than March 1, 2010 the City and AFSCME will recommend any suggested changes to this process to Human Resources.
Article 10 – Personnel Files	<ul style="list-style-type: none"> Formerly Article XXIX 	<ul style="list-style-type: none"> Clean up language
Article 11– Seniority	<ul style="list-style-type: none"> Formerly Article XXIV 	<ul style="list-style-type: none"> Except when specifically changed in this MOU, an eligible employee's seniority will be based upon an eligible employee's continuous paid City Service
Article 12 – Wage Schedule	<ul style="list-style-type: none"> Formerly Article VII 	<ul style="list-style-type: none"> Dates Changed
Article 13 – Merit Increases <i>(New)</i>	<ul style="list-style-type: none"> Formerly under Article VII Wage Schedule 	<ul style="list-style-type: none"> If an eligible employee has engaged in misconduct which has resulted in discipline or documented performance problems the eligible employee will not receive their merit. The City agrees to provide the eligible employee written explanation.
Article 14 – Longevity	<ul style="list-style-type: none"> Formerly Article XX 	<ul style="list-style-type: none"> Clean-up language
Article 15 – Shift Differential	<ul style="list-style-type: none"> The Formerly Article VIII \$0.70 additional hourly amount for employees that work swing or night shift starting between 12:00 pm (noon) and 5:59 am. 	<ul style="list-style-type: none"> Half or majority of the hours worked are between 3:00 pm and 10:00 pm eligible employee will receive an additional \$0.70 for each hour of that shift. Half or majority of the hours worked are between 10:00 pm and 4:00 am eligible employee will receive an additional \$0.90 for each hour of that shift. Half or majority of the hours worked are between 4:00 am and 9:00 am eligible employee will receive an additional \$0.70 for each hour of that shift.
Article 16 – Snow Fighter Pay	<ul style="list-style-type: none"> \$400 per month not to exceed \$2000 during each fiscal year. Excused time off shall not be considered as absent work days... 	<ul style="list-style-type: none"> \$200 per pay period not to exceed \$2000 during any one snow season. Eligible employee assigned to Snow Fighter Corps who is on light duty, short term disability, or worker's compensation will not receive the differential pay for that pay period The City may remove an eligible employee from the Snow Fighter Corps for any per period if: <ul style="list-style-type: none"> Eligible employee misses a snow event for an unscheduled reason; The City has documented the eligible employee's poor work performance; Because the eligible employee missed a total of three (3) snow events during the snow season.
Article 17 – Certification Differential Pay <i>(New)</i>	<ul style="list-style-type: none"> Formerly under Article IX – Wage Differentials 	<ul style="list-style-type: none"> Clean up language

Article Number	Current Contract Language	New Contract Language
Article 18 – Tool Allowance	<ul style="list-style-type: none"> Formerly Article XXI – Tool, Uniform, and Automobile Allowances 	<ul style="list-style-type: none"> Clean up language
Article 19 – Uniform Allowance* <i>(New)</i>	<ul style="list-style-type: none"> Formerly under Article XXI – Tool, Uniform, and Automobile Allowances 	<ul style="list-style-type: none"> Clean up language *Public Safety provision in Article 50
Article 20 – Automobile Allowance <i>(New)</i>	<ul style="list-style-type: none"> Formerly under Article XXI – Tool, Uniform, and Automobile Allowances 	<ul style="list-style-type: none"> The City will pay eligible employees who are authorized to use privately owned automobiles for official City business as required by City policy.
Article 21 – Working Out of Class <i>(New)</i>	<ul style="list-style-type: none"> Formerly under Article X – Hours of Service and Overtime After five consecutive working days or equivalent, employee receives \$1.00 per hour additional pay 	<ul style="list-style-type: none"> Eligible employee required to out of their job classification will receive additional \$1.00 per hour. <i>(Removed) the five consecutive working days or equivalent.</i>
Article 22 – Meal Allowance <i>(New)</i>	<ul style="list-style-type: none"> Formerly in Article X – Hours of Service and Overtime. \$6.00 per meal allowance 	<ul style="list-style-type: none"> Unless the City provides a meal Eligible Employees will receive \$10.00 for each meal allowance.
Article 23 – Court Appearances <i>(New)</i>	<ul style="list-style-type: none"> Formerly under Article X – Hours of Service and Overtime 	<ul style="list-style-type: none"> Clean up language
Article 24 – Insurance	<ul style="list-style-type: none"> Formerly Article XXII – Insurance 	<ul style="list-style-type: none"> Clean up language
Article 25 – Pension Plan Contributions	<ul style="list-style-type: none"> Formerly Article XXIII 	<ul style="list-style-type: none"> Clean up language
Article 26 – Hours of Service <i>(New)</i>	<ul style="list-style-type: none"> Formerly Article X Hours of Service and Overtime 	<ul style="list-style-type: none"> A. Hours of Work – Clean up language B. Schedule Changes – <i>(New) written notice may also be sent by e-mail</i> C. Rest Periods – Clean up language D. Meal Periods – Clean up language E. Clean up Period – <i>(New) If necessary</i> F. Availability for Work – Clean up language G. Shortened Work Days – Clean up language
Article 27 – Overtime* <i>(New)</i>	<ul style="list-style-type: none"> Formerly Article X 	<ul style="list-style-type: none"> Each City department has the absolute right to either pay the eligible employee or allow the employee to take or accrue comp time off. Paid personal leave, sick leave, and vacation hours will not be considered time worked when calculating overtime. A. Overtime Assignments – volunteer list to be offered overtime on a rotating basis. City may request a qualified eligible employee in a workgroup volunteer to work an event by posting a request in the work place at least four (4) calendar days before the event. *Public Safety provision in Article 50 B. Involuntary Overtime Assignments – Clean up

Article Number	Current Contract Language	New Contract Language
Article 28 – Regular Part-Time and Hourly Employees	<ul style="list-style-type: none"> Formerly Article XVIII Part-Time and Seasonal Employees 	language <ul style="list-style-type: none"> Clean up language
Article 29 – Standby/ On-Call Pay	<ul style="list-style-type: none"> Formerly Article XII 	<ul style="list-style-type: none"> Clean up language
Article 30 – Callback Pay	<ul style="list-style-type: none"> Formerly Article XIII 	<ul style="list-style-type: none"> Clean up language
Article 31 – Job Bids	<ul style="list-style-type: none"> Formerly Article XXV A. A pre-bids shall be valid for no more than two (2) year period. B. Internal Job Posting - Positions shall be posted for a period of a least seven (7) calendar days (excluding holidays). C. External Job Posting – When a vacancy cannot be filled by competent and experienced employees on the recommendation of the department head may announce the job vacancy for external recruitment. 	<ul style="list-style-type: none"> An eligible employee may submit a pre-bid application for any eligible position with the exception of any Civil Service or Airport Police position. A. Pre-Bid Procedure An eligible employee may submit a pre-bid application to the Human Resources office. Human Resources will notify the eligible employee whether or not he or she meets the minimum qualifications for the position. A pre-bid application will remain valid for one (1) year. An eligible employee is responsible for updating all pre-bid applications. B. Internal Job Announcement Procedure The City will post internal job announcements for at least five (5) City business days in a conspicuous location in each department and send a copy to each department’s lead steward. An eligible employee may apply for the position by providing all required information. All pre bid applications will be considered for the position. Job announcements will contain the position’s minimum qualifications and clearly state any job requirements. C. External Job Announcement Procedure If a department cannot fill a position from the pool of pre-bid applicants, the department head may request Human Resources open the position to external applicants. D. Selection Process - Clean up language (New) E. Neutral Observer– AFSCME may request a neutral observer attend oral interviews for eligible positions. The City and AFSCME will jointly establish a procedure outlining a neutral observer’s role and how to select and request a neutral observer. F. Job Bid Grievance – Clean up language

Article Number	Current Contract Language	New Contract Language
		<ul style="list-style-type: none"> • G. Return to Former Position - Clean up language • H. Probationary Period –Clean up language * Public Safety provision in Article 50 • I. Additional Job Bid – Clean up language
Article 32 – Shift and Route Bids	<ul style="list-style-type: none"> • Formerly Article XI – Shift, Route. Vacation, and Holiday Bids 	<ul style="list-style-type: none"> • Clean up language • Define calendar year 2010 and 2011
Article 33 – Vacation and Holiday Bids	<ul style="list-style-type: none"> • Formerly Article XI – Shift, Route. Vacation, and Holiday Bids 	<ul style="list-style-type: none"> • Clean up language • Define calendar year 2010 and 2011 • (New) E. Cancelling Other Vacation and Holiday Requests – An eligible employee may cancel any vacation or holiday leave approved after the annual bid by giving written notice fourteen (14) calendar days prior to the date of the approved holiday or vacation. • A supervisor will grant a request to cancel an approved vacation or holiday request unless: <ol style="list-style-type: none"> 1. Operational needs have changed in such a way that the City does not need the eligible employee to work on the requested leave dates; or 2. The City has provided a shift change notice to cover the requested leave dates.
Article 34 – Vacations	<ul style="list-style-type: none"> • Formerly Article XV 	<ul style="list-style-type: none"> • Clean up language • (Added) An eligible employee, currently in the 300 series, may accumulate vacation (including both earned vacation and sick leave conversion time) according to his or her credited years of employment with the City up to the following maximum limits: <ol style="list-style-type: none"> a. Up to nine (9) years: up to two hundred forty (240) hours; b. After nine (9) years: up to two hundred eighty (280) hours; c. After fourteen (14) years: up to three hundred twenty (320) hours.
Article 35 – Holidays	<ul style="list-style-type: none"> • Formerly Article XIV 	<ul style="list-style-type: none"> • (New) Holiday Worked If the City requires an eligible employee to work (one of the listed holidays) an eligible employee may request the City either: <ol style="list-style-type: none"> 1. When the alternate (banked) holiday is taken, the alternate (banked) holiday will be considered time worked when computing overtime; or

Article Number	Current Contract Language	New Contract Language
<p>Article 35 – Holidays, Cont.</p>		<p>2. Pay for the worked holiday at one and one half times the eligible employee’s rate of pay.</p> <ul style="list-style-type: none"> • Each City department may decide which of the above two choices to provide. • <i>(New)</i> Non Worked Holiday – An eligible employee who does not work a holiday falling on his or her regularly scheduled shift, will have holiday hours considered time worked when calculating overtime during the week of the listed holidays (includes personal and banked holiday) • <i>(New)</i> Missed Holiday Work – If an eligible employee is scheduled to work a holiday and does not work that holiday, the City will deduct hours from the eligible employee’s personal leave account but pay the eligible employee for that holiday. However, that time will not be considered time worked when computing overtime for that week.
<p>Article 36 – Sick Leave & Hospitalization Benefits (Plan A only)</p>	<ul style="list-style-type: none"> • Formerly Article XVI • F. Dependent Leave formerly under Article XIX – Leaves of Absence <ol style="list-style-type: none"> 1. Dependent leave may be requested by an employee for the following FMLA-qualifying reasons: <ol style="list-style-type: none"> a) Becoming a parent through birth or adoption of a child or children. b) Placement of a foster child in the employee’s home. c) Due to the care of the employee’s child, spouse, or parent with a serious health condition. 2. An employee may also request dependent leave in order to care for an employee’s child, spouse, or parent who is ill or injured but who does not have a serious health condition. 3. The following provisions apply to the use of dependent leave: <ol style="list-style-type: none"> a) Dependent leave may be granted in single working shift increments with pay on a straight time basis from the date a dependent commences 	<ul style="list-style-type: none"> • Clean up language • <i>(Moved/Clean up language)</i> G. Dependent Leave – <ol style="list-style-type: none"> 1. An eligible employee may request dependent leave to care for the eligible employee’s child, spouse, or parent who is ill or injured but may not have a serious health condition (non-FMLA-qualifying event). 2. The following provisions apply to the use of dependent leave: <ol style="list-style-type: none"> a. Dependent leave may be granted with pay on a straight-time basis. b. The supervisor or manager may require an eligible employee to provide information about the need for dependent leave. c. An eligible employee's sick leave shall be reduced by the number of days/shifts taken by an eligible employee as dependent leave under this paragraph. • <i>(Removed)</i> the 40 hour cap on dependent leave

Article 36 – Sick Leave & Hospitalization Benefits (Plan A only), Cont.

- residence with an employee, or from the date of birth of the dependent or from the date the dependent becomes ill, injured, or hospitalized.
- b) The employee must have accumulated and have available unused sick leave. Under no circumstances shall the employee be entitled to use as dependent leave more than forty (40) hours in any calendar year for employees who work 8 or 10-hour shifts and 48 hours for employees who work 12 hour shifts.
 - c) The employee must give notice to his or her supervisor as soon as possible under the circumstances.
 - d) The employee must provide, upon request by a supervisor, certification of birth or evidence of a child placement for adoption to his or her supervisor within five (5) working days following termination of such leave. A letter may be requested from the treating physician in the event of hospitalization of a dependent within five (5) working days following termination of dependent leave used for this purpose.
 - e) An employee's sick leave shall be reduced by the number of hours taken by an employee as dependent leave under this section.

Article Number	Current Contract Language	New Contract Language
Article 36 – Sick Leave & Hospitalization Benefits (Plan A only), Cont.	<ul style="list-style-type: none"> • H. Hospital Leave An eligible employee may use up to thirty (30) 8-hour shifts... 	<ul style="list-style-type: none"> • H. Hospital Leave An eligible employee may use up to thirty (30) calendar days' hospitalization... <i>(Removed)</i> 8-hour shifts
Article 37 – Personal Leave (New)	<ul style="list-style-type: none"> • Formerly under Article XIX – Leaves of Absence 	<ul style="list-style-type: none"> • Clean up language
Article 38 – Short Term Disability (New)	<ul style="list-style-type: none"> • Formerly under Article XIX - Leaves of Absence 	<ul style="list-style-type: none"> • Clean up language
Article 39 – Leaves of Absence	<ul style="list-style-type: none"> • Formerly Article XIX 	<ul style="list-style-type: none"> • A. Bereavement Leave – <i>domestic partner's relatives, current brother-in-law, current sister-in-law, current step-sister, current step-brother, current father-in-law, current mother-in-law, current son-in-law, current daughter-in-law, current grandmother-in-law, current grandfather-in-law, current step father-in-law, and current step mother-in-law</i> listed in the first paragraph. • E. Family and Medical Leave – refers to the City's FMLA policy
Article 40 – Layoffs (New)	<ul style="list-style-type: none"> • Formerly under Article XXIV – Seniority • Employees designated for layoff or actually laid off shall move into a vacant equal or lower classification job position... • Employee may also bump less senior... • Employees who have been laid off shall have rights for one (1) year period to placement in any vacant job that is equal or lower classification where they meet min. qualifications. 	<ul style="list-style-type: none"> • Whenever layoffs are necessary, the City will first lay off temporary, probationary, and hourly employees with identical job duties to an eligible employee's job duties. • AFSCME elected officials will be listed as the most senior employee in a job classification for the purposes of the layoff. • Eligible employees in the Police and Fire departments will be laid off and rehired as outlined in the Salt Lake City Civil Service Commission Rules. <ol style="list-style-type: none"> 1. The City will lay off eligible employees in inverse order of City seniority in the same job classification. 2. An eligible employee designated for layoff has "bumping" rights. An eligible employee may only bump another employee if: <ol style="list-style-type: none"> a. The designated eligible employee has more seniority than the employee being bumped; b. The designated eligible employee previously held the position; c. The position is within the same City department; and d. The designated eligible employee meets the position's current qualifications.

Article Number	Current Contract Language	New Contract Language
<p>Article 40 – Layoffs, Cont.</p>		<ol style="list-style-type: none"> 3. For one (1) year after an eligible employee has been laid off, the eligible employee designated for layoff or actually laid off will be placed in an open position in the City if: <ol style="list-style-type: none"> a. The City is currently seeking applications for the position; b. The position is in the same or a lower classification than the eligible employee’s previous position; and c. The eligible employee meets the positions’ qualifications. 4. An eligible employee placed in a position must successfully pass a six (6) month probationary period. If the eligible employee does not successfully pass the probationary period, the eligible employee will be terminated. 5. An eligible employee who has been laid off may use the pre-bid procedure outlined in Article 31 for a period of one (1) year from the eligible employee’s layoff date. If the City rehires a laid off eligible employee during this period, the eligible employee’s seniority will be reinstated for the purpose of calculating leave accrual rates.
<p>Article 41 – Retirement Benefit (Plan A Only)</p>		<p><i>(New)</i> An eligible 300 Series employee participating in Plan “A” who retires as allowed by the Utah State Retirement System may choose from the following two options when he or she retires:</p> <ol style="list-style-type: none"> 1) The retiring eligible 300 Series employee may choose to be paid for his or her accumulated sick leave hours at an amount equal to Twenty Five Percent (25%) of the eligible 300 Series employee’s wage rate on the employee’s retirement date; or 2) The retiring eligible 300 Series employee may choose to convert his or her accumulated sick leave hours to an allowance which will be used to pay for the retiring eligible 300 Series employee’s monthly retiree health insurance premiums. <p>If the eligible 300 Series employee chooses option 2, the City will convert Fifty Percent (50%) of his or her accumulate sick leave hours to a dollar allowance based upon the eligible 300 Series employee’s wage rate on the employee’s retirement</p>

Article Number	Current Contract Language	New Contract Language
Article 41 – Retirement Benefit (Plan A Only), Cont.		<p>date. This amount will be taxed as required by law.</p> <p>The dollar allowance will be used to pay the eligible 300 Series employee’s monthly retiree health premiums. The City will make pay the monthly retiree health premiums until the dollar allowance is exhausted. If insurance costs increase before the allowance is used, the number of months of coverage will decrease.</p> <p>This Article does not act to reinstate an eligible 300 Series employee’s sick leave benefits which were lost, used, or forfeited.</p>
Article 42 – Retirement / Layoff (R/L) Account <i>(New)</i>	<ul style="list-style-type: none"> Formerly under Article XIX - Leaves of Absence 	<ul style="list-style-type: none"> Clean up language
Article 43 – Worker’s Compensation <i>(New)</i>	<ul style="list-style-type: none"> Formerly under Article XVII – Disability Compensation A. Employee may elect to use, during such disability, their accumulated leave time, such part of their wage as will, when added to their worker’s comp payments, equal their net wages, and provided further, that satisfactory evidence of such election shall be transmitted by said person to the City’s Risk Manager prior to payment. 	<ul style="list-style-type: none"> If an eligible employee suffers a City service connected injury or illness which entitles the eligible employee to receive worker’s compensation, the City will pay the eligible employee as required by Utah’s Worker’s Compensation Act. The City will use an eligible employee’s accumulated leave time or R/L account to make up the difference between the amount the employee receives as worker’s compensation payments and the eligible employee’s net wages. An eligible employee must notify the department if he or she does not want to use accumulated leave time or R/L account.
Article 44 – Procedural Rights	<ul style="list-style-type: none"> Formerly Article XXVII 	<ul style="list-style-type: none"> Clean up language
Article 45 – Disciplinary Grievance Procedure	<ul style="list-style-type: none"> Formerly Article XXVIII 	<ul style="list-style-type: none"> The eligible employee must inform the Department Director at least one (1) calendar day before the hearing if he or she will be represented at the hearing and provide the name of the representative.
Article 46– Job Bid Grievance Procedure <i>(New)</i>	<ul style="list-style-type: none"> Formerly under Article XXV Job Bids Employees objecting to the process under this Article XXV for positions covered by this Article shall file grievances in accordance with the provisions of Article XXVII D. 	<ul style="list-style-type: none"> A job bid grievance is an eligible employee’s claim that the City failed to follow the job bid procedure outlined in Article 31. <u>JOB BID GRIEVANCE – STEP 1</u> The first level of a job bid grievance is an appeal to the Department Director or designee in the department the alleged violation occurred. <p><i>To file a Step 1 Job Bid Grievance, the following process</i></p>

Article Number	Current Contract Language	New Contract Language
<p>Article 46 – Job Bid Grievance Procedure, Cont.</p>		<p><i>applies:</i></p> <ol style="list-style-type: none"> 1. The eligible employee must submit a written grievance to the Department Director within seven (7) calendar days from the date the eligible employee was notified that he or she was not selected for the position. 2. The City will notify the selected applicant that the selection process is being grieved. This will not prevent the selected applicant from working in the position. 3. The eligible employee and the Department Director will meet to discuss the selection process within seven (7) calendar days from the date the eligible employee filed the written grievance. <ul style="list-style-type: none"> • <u>JOB BID GRIEVNACE PROCESS – STEP 2</u> • The second level of the job bid grievance process is an appeal to an independent hearing officer. <i>To file a Step 2 Job Bid Grievance with an independent hearing officer, the following process applies:</i> <ol style="list-style-type: none"> 1. If the Department Director and the eligible employee do not resolve the grievance, the eligible employee may file a written appeal to the Mayor’s designee requesting a hearing. 2. Any Step 2 appeal must be filed within 48 hours after the meeting with the Department Director. 3. The written appeal must specifically describe every issue the eligible employee intends to raise before the hearing officer. The eligible employee must attach or identify any documents he or she intends to use in the appeal hearing. 4. The Mayor’s designee will appoint a hearing officer and set a hearing date for the grievance within seven (7) calendar days from the date the eligible employee filed the appeal. 5. The hearing officer may request information before the hearing from the City and the eligible employee. 6. The hearing officer will issue a written decision within seven (7) calendar days after the hearing. 7. If the hearing officer decides that the eligible employee was improperly denied a position, the hearing officer may require the City to place the eligible employee in the

Article Number	Current Contract Language	New Contract Language
Article 46 – Job Bid Grievance Procedure, Cont.		<p>position.</p> <p>8. The part that does not prevail at the hearing will pay the independent hearing officer’s fees, expenses, and any other costs associated with the hearing.</p> <p>9. The decision of the hearing officer will be final and binding on the eligible employee, AFSCME and the City.</p>
Article 47 – Contractual Grievance Procedure <i>(New)</i>	<ul style="list-style-type: none"> Formerly under Article XXVIII Grievance Procedure If, after completion of steps 1 through 2, the grievance is not resolved, the Union within ten (10) calendar days, may submit the contractual grievance to a Hearing Officer or Arbitrator mutually selected by the Union and the City. The hearing shall be conducted within forty-five (45) calendar days of the filing of the grievance. 	<ul style="list-style-type: none"> AFSCME must submit a written appeal to the Office of the City Recorder within fourteen (14) calendar days from the date of the Mayor’s designee decision. <i>(Removed)</i> The hearing shall be conducted within forty-five (45) calendar days of the filing of the grievance.
Article 48 – Waiver Clause	<ul style="list-style-type: none"> Formerly Article XXXIII 	<ul style="list-style-type: none"> Clean up language
Article 49 – Term of Agreement	<ul style="list-style-type: none"> Formerly Article XXXIV 	<ul style="list-style-type: none"> Updated dates
Article 50 – Public Safety <i>(New)</i>		<ul style="list-style-type: none"> The following provisions ONLY apply to eligible employees assigned to Airport Police, Airport Operations Coordinators, Police Dispatchers, and eligible employees in the Police Department, Fire Dispatchers, and eligible employees in the Fire Department (“Public Safety Employees”). Except as specifically changed in the below provisions all other provisions of this MOU apply to public safety employees. A. Uniform Allowance If a department does not provide a uniform to a public safety employee and a uniform is required, the affected public safety employee will receive no less than sixty-five (\$65) a month as a uniform allowance. During the term of this MOU, the Airport Chief of Police and AFSCME agree to jointly study a Quartermaster System. This study will be directed by the Airport Chief of Police and the steward assigned to Airport Police. A Quartermaster System would involve the purchase and maintenance of all uniforms and equipment.

Article Number	Current Contract Language	New Contract Language
<p>Article 50 –Public Safety, Cont.</p>		<ul style="list-style-type: none"> • B. Overtime • If the City requires an eligible public safety employee to perform overtime work, the City will compensate the eligible public safety employee by paying him or her one and one-half times his or her hourly rate, or allow the eligible public safety employee to request one and one-half hours of paid time off from work for each hour of overtime the eligible public safety employee worked (“compensatory time”). Each City department has the absolute right to either pay the eligible public safety employee or to allow him or her to take or accrue compensatory time off. The City may elect at any time to pay the eligible public safety employee all or any portion of the accrued compensatory time off at his or her applicable hourly rate. • Paid personal leave, sick leave and vacation hours will not be considered time worked when calculating overtime. <ol style="list-style-type: none"> 1. <u>Overtime Assignments</u> All qualified eligible public safety employees in a workgroup may, on a quarterly basis, volunteer to be included on a list of employees who will be offered the opportunity to work additional time outside of his or her normally scheduled work hours (an “event”). The City agrees to post each quarter’s volunteer list in a conspicuous location. The City will make a reasonable attempt to offer an event to qualified eligible public safety employees on the volunteer list on a <i>rotation</i> basis. The City retains the right to determine whether an eligible public safety employee is qualified to work an event. The first offer of each quarter will be made to the qualified eligible public safety employee with the most seniority on the volunteer list, rotating through the volunteer list to the qualified eligible public safety employee with the least seniority. Once an event has been accepted or declined, that eligible public safety employee will move to the bottom

Article Number	Current Contract Language	New Contract Language
<p>Article 50 –Public Safety, Cont.</p>		<p>of the list.</p> <p>An attempt must be made to make the offer orally to the eligible public safety employee on the volunteer list. The City does not have to make an oral offer to an eligible public safety employee on the volunteer list if it posts a request.</p> <p>An eligible public safety employee’s failure to answer a telephone call will count as him or her having declined that event. If an eligible public safety employee declines six events, the City may remove the eligible public safety employee from that quarter’s volunteer list.</p> <p>AFSCME agrees that the administration and scheduling of any necessary overtime work is solely a function of the City</p> <p>The City may request that all qualified public safety employees in a workgroup, except for Airport Police Officers, volunteer to work an event by:</p> <ol style="list-style-type: none"> a. Posting a request in the work place at least twenty-four (24) hours before the event; and b. Sending an e-mail or other electronic message providing notice of the event to public safety employees in a workgroup. <p>If the event cannot be assigned to a qualified eligible public safety employee on that quarter’s volunteer list, the City will assign the event to the eligible public safety employee with the most seniority who voluntarily accepted the opportunity to work the event using the same rules of <i>rotating</i> through the seniority list to the employee with the least seniority. If the entire list of qualified eligible public safety employees in a workgroup has accepted an event, the City will start again with the qualified eligible public safety employee who has the most seniority.</p> <p>The City will not count an eligible public safety employee on the volunteer list who does not volunteer for a posted</p>

Article Number	Current Contract Language	New Contract Language
<p>Article 50 –Public Safety, Cont.</p>		<p>event as having declined the work.</p> <p>In every workgroup where overtime has been assigned as outlined above, the workgroup’s supervisor and the AFSCME steward assigned to that workgroup, or the lead steward in that department, will meet at least once a month to review the workgroup’s records to make sure that the assignment process was properly followed. If an eligible public safety employee was not offered the opportunity to work an event as required by this process, the eligible public safety employee will be placed at the top of the list for the next available event.</p> <p>For the purpose of continuity and completion of assignments, eligible employees working on specific projects are exempt from this overtime provision. However, the City agrees that it will make a reasonable attempt to offer overtime assignments in a fair and consistent manner.</p> <p>2. <u>Involuntary Overtime Assignments</u></p> <p>If no qualified full-time eligible public safety employee volunteers to work an event using the process outlined above, the City will assign the event by first attempting to contact the qualified eligible public safety employee with the least seniority, and then contacting the next least senior, qualified eligible public safety employee until all overtime work assignments have been made. AFSCME may modify this procedure after reaching an agreement with a department.</p> <p>An employee may be subject to disciplinary action for refusing an overtime assignment.</p> <ul style="list-style-type: none"> • C. Probationary Period • The probationary period for public safety employees in the police and fire departments will be set by the Salt Lake City Civil Service Commission. All other public safety employees’ probationary periods will be no more than one (1) year. A POST certified airport police officer will serve a six (6) month

Article Number	Current Contract Language	New Contract Language
<p>Article 50 –Public Safety, Cont.</p>		<p>probationary period. The City may extend the probationary period for training purposes.</p> <ul style="list-style-type: none"> • An eligible employee accepting a public safety position may return to his or her former position within thirty (30) calendar days. • An eligible employee accepting a public safety position who does not successfully complete the probationary period may return to his or her former position if the position is open or being performed by a probationary employee. • D. Shift, Vacation, and Holiday Bids • Public safety employees will bid on shifts, vacation, and holidays based on seniority and department policy. Each department will consult with AFSCME before adopting bid procedures. • E. Special Duty Assignments • Each public safety employee assigned a special duty, (for example: training, EOD duties, or K-9 duties, etc.,) may receive additional compensation as allowed by each department's policy. • F. Injury Leave • The City's injury leave program provides a benefit to Airport Police Officers. The injury leave program applies when: <ol style="list-style-type: none"> 1. An Airport Police Officer suffers an injury while performing his or her official duties or when performing a necessary job related activity as determined by the City; 2. The Airport Police Officer must be unable to return to work due to the injury as verified by a licensed health care professional acceptable to the City; 3. The leave benefit must not exceed the value of the Airport Police Officer's net wages during the period of absence due to the injury, less all amounts paid or credited as worker's compensation, social security, long-term disability, or retirement benefits, or any form of governmental relief whatsoever; 4. The aggregate value of the benefits an Airport Police Officer may receive under the injury leave program will not exceed Five Thousand Dollars (\$5,000) per injury. The

Article Number	Current Contract Language	New Contract Language
Article 50 –Public Safety, Cont.		<p>Airport Director may approve an increase to this amount after receiving an acceptable treatment plan and consulting with the City's Risk Manager;</p> <ol style="list-style-type: none"> 5. The City's Risk Manager will be responsible for reviewing injury leave claims. An Airport Police Officer may appeal the Risk Manager's decision to the Director of Management Services who may recommend the Mayor modify the Risk Manager's decision; and 6. The Risk Manager will notify an Airport Police Officer when the benefit has reached Three Thousand Five Hundred Dollars (\$3,500). <ul style="list-style-type: none"> • G. Civil Service Commission • The Salt Lake City Civil Service Commission governs certain terms and conditions of employment for public safety employees in the Police and Fire Departments. • The City will provide the most current copy of the Salt Lake City Civil Service Commission Rules to all eligible employees in the Police and Fire Departments.
Article 51 – Fiscal Year 2010 Economic Crisis (New)	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • Due to the current economic crisis, the City will suspend payment of one and one-half percent (1.5%) of the wages set forth in Appendix "B" beginning July 1, 2009 and ending no later than June 30, 2010. (Appendix "C" reflects this suspension.) • The City will also suspend payment of merit increases beginning July 1, 2009 and ending no later than June 30, 2010. • The City agrees it will review the suspensions each quarter during the term of the MOU to determine if it can reinstate the suspended amounts. • In exchange for these suspensions, the City will provide each eligible employee one (1) additional personal holiday each quarter of fiscal year 2010 for a total of four (4) additional personal holidays. • An eligible employee's supervisor will either grant or deny a written request to use one of these additional personal holidays no more than five (5) working days after receiving the request but will not unreasonably deny an eligible

Article Number	Current Contract Language	New Contract Language
Article 51 – Fiscal Year 2010 Economic Crisis, Cont.		<p>employee's request.</p> <ul style="list-style-type: none"> • An eligible employee who does not use a personal holiday during the quarter it is provided will lose that personal holiday. These four personal holidays will not be included when computing overtime during the week they are taken.
Article 52 – Definitions <i>(New)</i>	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • The following definitions will be used when interpreting this MOU: <ol style="list-style-type: none"> 1. "AFSCME" means the American Federation of State, County and Municipal Employees, Local 1004, AFL-CIO. 2. "CITY" means Salt Lake City, a Utah municipal corporation. 3. "ELIGIBLE EMPLOYEE" means an employee designated by the City who is represented by AFSCME. The following full time City employees are not "eligible employees": <ol style="list-style-type: none"> a. Elected officials; b. An employee in the probationary period of his/her original appointment as defined by City policy; c. Any "at-will" employee; d. Any administrator, manager or supervisor who may have direct charge of an employee or any group of employees. e. Any employee assigned to the Mayor's Office; f. Any employee assigned to the City Council's Office; g. Any employee assigned to the City Attorney's Office; h. Any employee assigned to the City Recorder's Office; or i. Any employee assigned to the Human Resources. 4. "MAYOR'S DESIGNEE" means the individual appointed by the Mayor to interpret this MOU and to assist the City and AFSCME to fulfill the MOU's terms. 5. "TERMS AND CONDITIONS OF EMPLOYMENT" means

Article Number	Current Contract Language	New Contract Language
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<p>Article 52 – Definitions, Cont.</p>		<p>wages, salaries, working conditions, hours and benefits except as specifically modified by the Resolution.</p> <ol style="list-style-type: none"> 6. "WILL" means the same as shall and is not intended to be read as allowing discretion. 7. "QUALIFIED" means the City has determined that an eligible employee can satisfactorily perform the job. 8. "PUBLIC SAFETY EMPLOYEE" means Airport Police, Airport Communications Coordinators, Police Dispatchers, eligible employees in the Police Department, Fire Dispatchers, and eligible employees in the Fire Department.
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SALT LAKE CITY ORDINANCE

No. _____ of 2009

(Approving a Memorandum of Understanding
between Salt Lake City Corporation and
Local 1645 of the International Association of
Firefighters, representing the "400 Series City Employees and Fire Captains")

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN SALT LAKE CITY CORPORATION AND LOCAL 1645 OF THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS REPRESENTING THE "400
SERIES CITY EMPLOYEES AND FIRE CAPTAINS" WHICH SHALL BECOME
EFFECTIVE ON PROPER RATIFICATION AND SIGNATURE.

PREAMBLE

Local 1645 of the International Association of Firefighters as the Certified Bargaining Representative for the "400 Series City Employees and Fire Captains", and the Mayor, have agreed to a Memorandum of Understanding subject to appropriate ratification by the "400 Series City employees and Fire Captains" and signature of the parties.

Section 12(c) of the Collective Bargaining and Employee Representation Joint Resolution, dated January 13, 2009, provides that no collective bargaining Memorandum of Understanding shall be effective until the City Council approves the Memorandum of Understanding, enacts implementing legislation and appropriates all required funds.

The attached Memorandum of Understanding is a three year agreement effective for fiscal years 2010, 2011 and 2012. The City Council has appropriated necessary funds required to implement the provisions of the attached Memorandum of Understanding for fiscal year 2010.

Accordingly, the City Council wants to approve the attached Memorandum of

Understanding between Salt Lake City Corporation and Local 1645 of the International Association of Firefighters which shall become effective on ratification and signature of the parties.

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

SECTION 1. PURPOSE. The purpose of this Ordinance is to approve the attached Memorandum of Understanding which shall become effective on appropriate ratification by the "400 Series City employees and Fire Captains" and on signature of the Mayor, as the Chief Administrative Officer for the City and Local 1645 of the International Association of Firefighters representing the "400 Series City employees and Fire Captains", pursuant to Section 12(c) of the Collective Bargaining and Employee Representation Joint Resolution, dated January 13, 2009.

SECTION 2. The attached Memorandum of Understanding between the City and Local 1645 of the International Association of Firefighters is hereby approved.

SECTION 3. AUTHORIZATION. The Mayor of Salt Lake City, Utah is hereby authorized to act in accordance with the terms and conditions of the attached Memorandum of Understanding when it is properly ratified and executed.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be deemed effective on July 1, 2009.

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

_____, 2009.

CHAIRPERSON

ATTEST:

CITY RECORDER

Transmitted to the Mayor on _____

Mayor's Action: _____ Approved _____ Vetoed

MAYOR

ATTEST:

CITY RECORDER

(SEAL)

Bill No. _____ of 2009.

Published: _____

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 4-27-09
By [Signature]

MEMORANDUM OF UNDERSTANDING

July 1, 2009 – June 30, 2012

Salt Lake City Corporation

and the

International Association of Firefighters

Local 1645



International Association of Firefighters
Local 1645
Jack Tidrow, President
Website: www.1645.org
Office: 801.718.4392
E-mail: president12@1645.org



Salt Lake City Corporation
Website: www.slcgov.com
Intranet: <http://slcnet>
Office: 801.535.7900
E-mail:
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Memorandum of Understanding
Salt Lake City Corporation
And the
International Association of Firefighters, Local 1645

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SLC Contract No. _____
MEMORANDUM OF UNDERSTANDING

A MEMORANDUM OF UNDERSTANDING entered into this day ____ of June 2009, by SALT LAKE City CORPORATION (“the City”) and Local 1645 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (“Local 1645”).

WITNESSETH:

WHEREAS, the City recognized the value of collectively bargaining with Local 1645 the terms and conditions of employment for 400 Series employees and Fire Captains (“eligible employees”) in the Salt Lake City Fire Department (“SLCFD”) pursuant to the Collective Bargaining and Employee Representation Joint Resolution dated January 13, 2009 (“Resolution” included as Attachment 1); and

WHEREAS, the City and Local 1645 have negotiated and have reached agreement on the terms and conditions of eligible employees’ employment for the period July 1, 2009 through June 30, 2012;

WHEREAS, the City and Local 1645 recognize that this Memorandum of Understanding (“MOU”), does not modify the City’s authority or obligations established by the Utah Constitution and Utah statutes; and

WHEREAS, the City and Local 1645 recognizing that at times, increased benefits have been provided instead of wage increases, jointly desire to establish the wage structure, benefits and employment conditions of eligible employees as required by the Resolution in order to promote the efficient operation of the SLCFD and to provide an appropriate method of handling and processing grievances; and

WHEREAS, the City and Local 1645 agree that this MOU entirely replaces the Memorandum of Understanding between the parties effective July 1, 2008;

NOW, THEREFORE, the City and Local 1645 agree the following outlines their joint agreement:

ARTICLE I - AUTHORITY

The Resolution authorizes the City and Local 1645 to negotiate an MOU to provide fair compensation for eligible employees, to prevent work interruptions, to promote efficient operations of the City, to promote safe operations in the SLCFD, and to provide an orderly and prompt method of handling grievances.

ARTICLE II - RECOGNITION

The City recognizes Local 1645 as the exclusive bargaining agent for full-time eligible employees in the SLCFD for the purpose of negotiating their wages, hours, and other conditions of employment.

ARTICLE III - RIGHTS AND OBLIGATIONS

A. *Management Rights and Declaration*

Except as specifically changed by the terms of this MOU, the City retains the exclusive right to decide how to manage its employees and to direct its operations.

SLCFD is committed to apply NFPA 1710, OSHA and applicable Standard of Cover guidelines related to the safe and effective response to emergency scenes and will evaluate and improve service delivery within Salt Lake City with these standards in mind.

B. *No Strike Clause*

Local 1645 and eligible employees in the SLCFD are prohibited from promoting, sponsoring, engaging in or encouraging, directly or indirectly, any strike, slowdown, interruption of operations, absence from work upon any pretext or excuse, sickout, withholding of services, interference with services provided by the City, or any other interruption of the City's operations and Local 1645 will use its best efforts to encourage all employees covered by this MOU to comply with this section.

C. *No Lockout Clause*

The City will not lock out any eligible employees during the MOU's term.

D. *Employee Rights*

Eligible employees have the right to join and participate in Local 1645's activities for representation purposes or to refuse to join or participate in Local 1645's activities. Eligible employees also have the right to represent themselves individually in their employment relations with the City. Local 1645 agrees it will not restrain or coerce any eligible employee from exercising their rights. The City and Local 1645 agree they will not discriminate against any eligible employee based upon membership or non-membership in Local 1645.

Except in an emergency declared pursuant to State or City law, no eligible employee will be required to perform law enforcement duties, except for arson investigations and fire prevention duties, or any other duty or work normally performed by another City department.

E. Local 1645 Rights

Local 1645 has the right to present its views to the City either in written or oral form.

F. Local 1645 Business

Local 1645 business such as soliciting membership, collecting dues, electing officers, membership meetings, observing grievance proceedings and posting and distributing literature will be conducted on an eligible employee's personal time and will not interfere with SLCFD operations, except as follows:

- Elected Local 1645 officers will be allowed a reasonable period during working hours to attend Local 1645 meetings or participate in other Local 1645 business as necessary.
- The officer will provide the Chief or designee notice as soon as possible, but not less than twenty-four (24) hours in advance of such meeting.
- Eligible employees designated as official delegates to Local 1645 conferences and conventions will receive paid time off to attend conferences and conventions.
- This time off will not exceed more than two (2) employees per shift or more than a total of twenty-four (24) working shifts (or additional shifts as approved by the Fire Chief or designee) per year of the aggregate of all such eligible employees.
- Local 1645's President will notify the Chief or designee of any request to attend a conference as soon as possible, but no less than thirty (30) days prior to the conference.
- The eligible employee involved will receive permission before attending the conference. Time off under this clause will not be counted as time worked for the purpose of computing overtime.
- SLCFD agrees to provide Local 1645's President a reasonable amount of time to assist in the administration of the MOU.

G. Dues Deduction

The City agrees to deduct Local 1645 membership dues from an employee's pay when the employee makes a written request and forward all collected dues to the Local 1645 on a monthly basis. The City also agrees it will stop making deductions upon an employee's request. The City will notify Local 1645 of any such request.

Local 1645 will notify the City of any change to the membership dues thirty (30) days before the effective date.

ARTICLE IV - REPRESENTATION

A. *Local 1645's Representation Rights and Obligations*

1. Local 1645 agrees to represent in good faith eligible employees' interests in the SLCFD without discrimination and without regard to membership in the Local 1645. Local 1645 has the right to determine the method and means of its eligible employees' representation.
2. No Employee shall be represented in their employment relations with the City by an agent or representative of a competing employee organization other than Local 1645.
3. SLCFD will provide Local 1645's representatives, upon proper notification to their immediate supervisors, a reasonable opportunity during working hours to investigate and resolve grievances. The Fire Chief or designee must approve any time for these activities beyond two (2) hours per week. Local 1645 representatives will be held to the same standard of confidentiality in these matters as the City. Any discussion among Local 1645 representative, the employee, and the City concerning settlement of items grieved will be privileged matters and may not be used for any other purpose by either party.
4. Local 1645 representatives may not delay, interfere with, or otherwise obstruct any City investigation conducted in compliance with the terms and conditions of this MOU.

B. *Eligible Employee Representation Rights*

1. An eligible employee may be accompanied and assisted by a representative when subject to investigation for alleged acts of misconduct. The representative may not be a person subject to the same investigation.
2. An eligible employee's right to representation does not apply to regular employee evaluations.
3. An eligible employee's right to representation does not apply to an inquiry, coaching, instruction, or direction given to an eligible employee by his or her immediate supervisor regardless of whether the action is documented or undocumented.
4. An eligible employee may be accompanied and assisted by a representative during any pre-determination hearing or grievance process.
5. SLCFD will grant an eligible employee a reasonable amount of time to obtain representation before any disciplinary investigation without threat of discipline or other adverse employment action.

ARTICLE V - WAGE SCHEDULE AND LONGEVITY

Eligible employees' base salaries include longevity pay. Eligible employees who have completed 6 continuous years of City employment receive a monthly longevity benefit of \$50; eligible employees who have completed 10 continuous years of City employment receive \$75 per month; eligible employees who have completed 16 continuous years of City employment receive \$100 per month; and eligible employees who have completed 20 continuous years of City employment receive \$125.

Firefighters currently classified in the 400 series pay class will have longevity included in base salary. Fire Captains will receive longevity pay in addition to their salary based on years of service.

Subject to Article XXVI, From July 1, 2009 until June 30, 2010, the City will pay eligible employees biweekly under the wage schedule attached as Appendix "A."

The City and Local 1645 agree to reopen this MOU for fiscal years 2010 – 2011 and 2011 – 2012 solely to negotiate the wage schedule.

Explanation of eligible employee classifications:

- 410 is a non-sworn eligible employee such as an inspector, an instructor, or an education specialist.
- 415 is a firefighter.
- 416 is a firefighter/specialist (engineer; haz-mat; ARFF; heavy rescue; inspector, investigator, public education specialist, Swift water rescue, AV Specialist, SCBA tech, EMT Coordinator, instructor or others as approved by the department Chief).
- 420 is a firefighter/paramedic.
- 900 is a Fire Captain.

Eligible employees will advance to the next step of the applicable wage schedule on his or her anniversary date of hire unless the eligible employee has pending discipline or documented performance issue(s) since his or her last anniversary date. The City agrees it will not deny an eligible employee an increase without providing a written explanation for the denial and allowing the eligible employee an opportunity to respond.

The City and Local 1645 agree the City will use two rates of pay, either combat rate or a day rate, to compensate eligible employees.

An eligible employee who is regularly assigned to a combat crew will receive the combat regular rate of pay, except as follows:

- A firefighter regularly assigned to a combat crew will receive a premium overtime rate of one and one-half the day rate of pay for all work performed outside of any combat crew shift. Combat crew shift work includes all work performed by an

eligible employee during a shift period but does not include holdover work performed immediately after the conclusion of an eligible employee's combat crew shift. When an eligible employee is required to hold over at the conclusion of a combat crew shift, the eligible employee will receive a premium overtime rate twice the combat rate of pay for all holdover work.

For an eligible employee who is regularly assigned to work other than a combat crew ("day work"), the eligible employees will receive the day work regular rate of pay, except as follows:

- An eligible employee regularly assigned to day work will receive one and one-half the combat rate when the eligible employee works all or part of a combat crew shift. If a day work employee works all or part of a combat crew shift and is required to hold over at the conclusion of the combat crew shift, the eligible employee will receive a premium overtime rate twice the combat rate of pay for all hold over work.

Eligible employees will receive an additional fifty dollars (\$50) each month if they hold all of the applicable certifications and are regularly assigned to the following bid positions:

- Paramedics (not to exceed 3 per platoon) assigned to the Heavy Rescue Team
- Engineers (not to exceed 2 per platoon) assigned to the Heavy Rescue Team
- Captains (not to exceed 2 per platoon) assigned to the Heavy Rescue Team
- Engineers (not to exceed 2 per platoon) assigned to the Haz-mat Team
- Captains (not to exceed 2 per platoon) assigned to the Haz-mat Team
- Paramedics (not to exceed 3 per platoon) assigned to the Swift Water Rescue Team
- Engineer (not to exceed 1 per platoon) assigned to the Swift Water Rescue Team
- Captain (not to exceed 1 per platoon) assigned to the Swift Water Rescue Team
- Paramedics (not to exceed 3 per platoon) assigned to Fire Station 12 as ARFF, or
- In the event the City determines that an eligible employee's bid position requires multiple certifications.

ARTICLE VI - HOURS OF SERVICE AND OVERTIME

A. Hours of Service

The Fire Chief or designee may require an eligible employee to perform work beyond the eligible employee's regularly scheduled duties. Whenever possible, SLCFD will solicit volunteers for overtime work. Forty hours within a seven-day week shall constitute a normal work period for all eligible employees, except eligible employees assigned to the Operations (Combat) Division. Two (2) consecutive 24 hour shifts shall constitute a normal work period for eligible employees regularly assigned to the Operations (Combat)

Division.

B. *Exchange of Time*

Eligible employees may exchange time in accordance with provisions outlined in the Fair Labor Standards Act (substitution of work scheduled) when the exchange does not interfere with SLCFD operations and with the approval of the eligible employees' supervisor. An exchange may be denied if the proposed exchange would impair one of the eligible employee's training and proficiency responsibilities.

C. *Overtime Compensation*

Eligible employees shall be paid overtime compensation as required by the Fair Labor Standards Act and as enhanced by this MOU. In determining "hours worked" for purposes of identifying overtime work performed, eligible employees and SLCFD shall record an employee's exact time worked in minutes, if practical, or time worked to the nearest 15 minutes. Each eligible employee shall verify that the recorded time accurately reflects the actual time worked.

An eligible employee required to perform authorized overtime work shall be compensated by pay at one and one-half the applicable rate.

D. *Standby / On-Call*

Appropriate SLCFD officers may require eligible employees to keep themselves immediately available for City service during otherwise off-duty hours. Such employees shall receive the following compensation: Eligible employees shall be compensated one (1) hour of straight-time pay for each twenty-four (24) hours or significant portion thereof for being immediately available. This compensation shall be in addition to any callback pay or pay for time worked the eligible employee may receive during the standby/on-call period. The City and Local 1645 understand that standby/on-call compensation under this paragraph will not be counted as time worked for purposes of overtime compensation but will be added to the eligible employee's regular rate of pay when calculating any overtime compensation.

E. *Callback*

Eligible employees who are directed to report to work during their scheduled off-duty time or while on standby and who arrive at a fire station, incident scene, or place of assignment shall be compensated with a minimum of four (4) hours' pay.

Eligible employees who are directed to report to work during their off-duty scheduled time or while on stand-by and who are cancelled prior to arrival at a fire station, incident scene, or place of assignment shall be compensated with a minimum of one (1) hour's pay.

In those cases where an eligible employee is not directed to 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 eligible employee shall be paid only for time worked. The eligible employee shall receive overtime compensation, where applicable, for time worked on callback duty.

Eligible employees will be paid at the day rate of pay whether such call back is for day work or for work on an operations shift. The City and Local 1645 agree that eligible employees who volunteer for work beyond their regularly scheduled work assignments do not qualify for compensation under this provision.

F. Temporary Assignments

Eligible employees may be temporarily assigned to perform duties not normally assigned to their current position. Upon expiration of such temporary assignment, the eligible employee shall be restored to the position occupied at the time such temporary assignment was made. In making the temporary assignments described in this paragraph, assignments shall be provided, if practical, by the station officer, following notification of the appropriate battalion chief, from the available firefighters on duty and available for that assignment at that station. Any eligible employee who is assigned to work out of classification must be a journey level firefighter. When this assignment is not made as described above, the Fire Chief or designee will make temporary assignments giving consideration to station location, certification, and the staffing needs of SLCFD.

Any eligible employee assigned to perform duties normally assigned to others within the group of eligible employees, Acting Out of Class, will be paid a differential equal to a rate of One Dollar and Fifty Cents (\$1.50) per hour for each hour worked.

Any eligible employee assigned to perform duties normally assigned to a supervisory/managerial position outside of the normal duties of those in the same rank in the Operations Division, In Charge, will be paid a differential equal to a rate of One Dollar and Fifty Cents (\$1.50) per hour for each hour worked.

Any eligible employee not assigned to the Operations (Combat) Division, who is assigned to perform duties normally assigned to a supervisory/managerial position not in the Operations (Combat) Division, In Charge, will be paid a differential equal to a rate of One Dollar and Fifty Cents (\$1.50) per hour for each hour worked. An eligible employee required to work out of his or her job classification in a supervisory or managerial position not assigned to Operations (Combat) Division will receive an additional One Dollar and Fifty Cents (\$1.50) per hour for each working day or shift. Attempts to avoid the intent of this paragraph shall be discouraged.

ARTICLE VII - HOLIDAYS

A. Holidays Specified

The following days shall be recognized and observed as holidays for all full-time eligible employees. Eligible employees of the Operations (Combat) Division, in lieu of days off for the following enumerated holidays, shall be granted six (6) on-duty shifts (144 hours) off per year, to be taken at such times as approved by the Fire Chief. All eligible

employees who are not assigned to the Operations (Combat) Division shall receive eight (8) hours of their regular wages for each of the following non-worked holidays:

1. New Year's Day (January 1)
2. Martin Luther King, Jr., Day (the third Monday of January)
3. Presidents' Day (the third Monday of February)
4. Memorial Day (the last Monday of May)
5. Independence Day (July 4)
6. Pioneer Day (July 24)
7. Labor Day (the first Monday of September)
8. Veterans' Day (November 11)
9. Thanksgiving Day (the fourth Thursday of November)
10. Day after Thanksgiving
11. Christmas Day (December 25)
12. One personal holiday may be taken upon request of the eligible employee regularly assigned to day work at the Fire Chief's discretion. Eligible employees are eligible for this holiday only after satisfactorily completing their initial probationary period.

B. Alternative and Additional Holidays

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

C. Holiday Payout upon Separation

When eligible employees retire or leave City employment for any reason, the City shall compensate them for any holiday time earned and unused not to exceed twelve (12) holidays or six (6) shift for operations personnel.

ARTICLE VIII - VACATIONS

A. Vacation Authorized

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

B. Vacation Schedule

Eligible employees who have completed less than one (1) continuous year of service with the City will receive payment for all vacation accrued during their initial calendar year of service based upon their regular rate of pay.

Eligible employees who have completed 1, 2, or 3 continuous years of service with the

City will have available to them, in the next calendar year, 5 shifts (10 days for eligible employees who regularly perform day work) of vacation.

Eligible employees who have completed 4, 5, or 6, continuous years of service with the City will have available to them, in the next calendar year, 6 shifts (12 days for eligible employees who regularly perform day work) of vacation.

Eligible employees who have completed 7, 8, or 9, continuous years of service with the City will have available to them, in the next calendar year, 7.5 shifts (15 days for eligible employees who regularly perform day work) of vacation.

Eligible employees who have completed 10, 11, or 12, continuous years of service with the City will have available to them, in the next calendar year, 9 shifts (18 days for eligible employees who regularly perform day work) of vacation.

Eligible employees who have completed 13 or 14 continuous years of service with the City will have available to them, in the next calendar year, 10 shifts (20 days for eligible employees who regularly perform day work) of vacation.

Eligible employees who have completed 15, 16, 17, 18, or 19 continuous years of service with the City will have available to them, in the next calendar year, 11 shifts (22 days for eligible employees who regularly perform day work) of vacation.

Eligible employees who have completed 20 or more continuous years of service with the City will have available to them, in the next calendar year, 12.5 shifts (25 days for eligible employees who regularly perform day work) of vacation.

C. *Rules for Taking Vacation*

The Fire Chief shall conduct any annual vacation draw prior to the end of the Plan "B" year, as defined in this MOU in Article X.

Annual vacation periods may be divided into two or more separate periods as are deemed necessary by the Fire Chief or as requested by the eligible employee and approved by the Fire Chief or designee.

Upon approval by the Fire Chief or designee, eligible employees may accumulate vacation (including both earned vacation and sick leave conversion time) according to the length of their full-time continuous years of employment with the City up to the following maximum limits:

- After 6 months: up to 30 days (15 shifts);
- After 9 years: up to 35 days (17.5 shifts);
- After 14 years: up to 40 days (20 shifts).

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

Any vacation earned or accrued beyond said maximum shall be deemed forfeited on December 31 of each calendar year. However, the foregoing and notwithstanding for good cause shown prior to a forfeiture date, the Fire Chief or designee may allow an eligible employee to accumulate vacation time up to an additional maximum five (5) day (2-1/2 shift) period to be used within one year from the date permission for such

extension was granted.

Except in cases of FMLA-qualifying events, accumulated vacation can only be used with permission of the Fire Chief or designee.

Except upon separation or purchase as provided in Sections D, no eligible employee shall be entitled to be paid for vacation earned but not taken.

D. *Vacation Benefits upon Separation*

- When eligible employees retire or leave City employment for any reason, they shall be entitled to be paid for:
- All earned vacation time accrued, unused, un-forfeited and forwarded from previous years, plus;
- All vacation accrued, un-forfeited and unused for the year of employment during which the termination shall occur.

For purposes of calculating this vacation benefit on separation, the City shall convert the accrued vacation of eligible employees who are assigned to operations from the operations rate to the day rate.

ARTICLE IX - SICK LEAVE AND HOSPITALIZATION BENEFITS

An eligible employee on Plan "A" will be allowed to convert to Plan "B" during the 2009 City wide conversion window. The City and Local 1645 agree to jointly discuss the terms of any conversion before opening the conversion window.

The City and Local 1645 agree to jointly discuss changes to Plan "A". The City and Local 1645 agree to make a recommendation(s) to the Mayor no later than March 1, 2010 on any recommended changes.

A. *Sick Leave Policy and Procedures (Plan "A")*

1. Sick leave shall be provided to all full-time eligible employees only as insurance against loss of income when an eligible employee is unable to perform assigned duties because of illness or injury.
2. Eligible employees may use accrued sick leave for his or her doctor and/or dentist appointments. This leave must be taken in at least one-hour time blocks and may only be used upon prior approval of the eligible employee's supervisor.
3. Each eligible employee shall be entitled to 15 days of sick leave each calendar year except members of the Operations (Combat) Division who shall be entitled to 7.5 shifts of sick leave each calendar year. The City shall credit eligible employee's sick leave account in a lump sum (15 days or 7.5 shifts) during the first month of each calendar year.

4. Eligible 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.

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

B. Accumulation of Sick Leave (Plan "A")

Authorized unused sick leave may be accumulated from year to year.

C. Sick Leave Conversion to Vacation Time (Plan "A")

Any eligible employee in the Operations (Combat) Division who has accumulated 15 shifts under the provisions of Section A, or any eligible employee who regularly performs day work, who has accumulated to their credit thirty (30) sick leave days, may choose to convert a portion of the yearly sick leave granted for any given year to vacation, according to the following provisions:

COMBAT CREW	
Number of Shifts Used Prior to December 31 of the Current Calendar Year	Shifts Available for Conversion
0 hours(no shifts)	5 shifts
24 hours (1 shift)	4 shifts
48 hours (2 shifts)	3 shifts
72 hours (3 shifts)	2 shifts
96 hours (4 shifts)	1 shift
120 hours or more (5 or more shifts)	0 shifts

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

Such converted sick leave shall be permitted as vacation in addition to any other vacation awarded to an eligible employee is entitled. Converted sick leave shall be deemed taken prior to any other vacation time.

The above election shall not be made by an eligible employee who has reached his or her maximum accumulated vacation and who has 1,000 accumulated sick leave hours at the end of the calendar year.

D. Sick Leave Credit Forward (Plan "A")

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

E. Notification of Election (Plan "A")

An eligible employee's election to convert any sick leave to vacation time must be made in writing on the forms provided by the SLCFD. This written election shall be completed no later than the end of the annual vacation draw.

If an eligible employee uses sick leave after he or she elects to convert, but before the end of the year, the amount of accumulated sick leave will be corrected.

F. City Contribution

The City shall contribute to the Nationwide Post Employment Health Plan for those eligible employees who meet the following requirements: on December 31 of any year, eligible employees under Plan A with at least 1,000 (combat hours) accumulated sick leave hours. For these eligible employees the City shall contribute the value of shifts or days available to eligible employees for sick leave conversion to vacation under Section C above. The value of this contribution shall be based on the wage schedule effective on December 31 of the subject year. Prior to the contribution, the City shall convert the available hours of eligible employees who are assigned to a combat crew from the combat rate to the day rate. This contribution shall be automatic and not subject to

election by those eligible employees qualifying under this paragraph. Solely for the purposes of this section, day workers' hours will be computed at the combat rate to determine eligibility.

G. Retirement Benefits (Plan "A")

1. Firefighter

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

Prior to July 1 of each year of this MOU, Local 1645, and the City will evaluate this paragraph and may modify its terms for the following fiscal year.

This provision shall not act to reinstate an eligible employee with sick leave benefits that were in any respect lost, used, or forfeited prior to the effective date of this MOU. Retirement benefits provided in this Section G are subject to appropriation of funds.

2. Fire Captains

Fire Captains 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 Twenty Five percent (25%) of the Fire Captain's accumulated sick leave days reserved for the benefit of said employee at the date of the employee's retirement.

In lieu of the above, Fire Captains may elect in writing to convert the sick leave provided above to pay for health insurance premiums. Fifty percent (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. A Fire Captain's available sick leave account balance, computed by the hours 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 a Fire Captain's sick leave benefits which were in any respect lost, used, or forfeited prior to the effective date of this plan.

H. Hospitalization (Plan "A")

1. Hospitalization leave shall be provided for an eligible employee under Plan "A," in addition to sick leave authorized as insurance against loss of income when an eligible

employee is unable to perform assigned duties because of scheduled surgical procedures, urgent medical treatment, or hospital admission.

2. An eligible employee shall be entitled to 30 days (15 shifts) of hospitalization leave each calendar year. Hospitalization leave shall not accumulate from year to year. An eligible employee may not convert hospitalization leave to vacation or any other leave nor may he or she convert hospitalization leave to any additional benefit at time of retirement.
3. An eligible employee who is unable to perform his or her duties during a shift due to preparations for (such as fasting, rest, or ingestion of medicine) or participation in a scheduled surgical procedure shall obtain permission of the staffing office or supervisor as applicable prior to the scheduled procedure. With approval, the eligible employee may report the absence from the affected shift as hospitalization leave.
4. An eligible employee who must receive urgent medical treatment at a hospital, emergency room, or acute care facility and who is unable to perform his or her duties during a shift due to urgent medical treatment may report the absence from the affected shift as hospitalization leave. The eligible employee is responsible to report the receipt of urgent medical treatment to the staffing office or supervisor as soon as practical. Herein urgent medical treatment includes at-home care directed by a physician immediately after the urgent medical treatment and within the affected shift.
5. An eligible employee who is admitted to a hospital for medical treatment so that he or she is unable to perform his or her duties may report the absence from duty as hospitalization leave.
6. 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.
7. An eligible employee requesting hospitalization leave under this section may be required to provide verification of treatment from a competent medical practitioner.

I. Authorized Sick Leave and Hospital Benefits (Plan "A")

An eligible employee shall be entitled to receive sick leave or hospitalization leave benefits for illness or injuries arising out of or in the course of employment for an employer other than the City; provided, however, that as a condition of granting such leave, the City may require that it be subrogated to the eligible employee's rights of recovery against any person or organization associated with such injury. The City shall have the exclusive right to decide whether to require subrogation and/or seek recovery; provided, however, that full recovery by and reimbursement to the City of all its expenses associated with the eligible employee's injury, including medical and leave costs, shall have the effect of re-vesting with the eligible employee all sick leave and hospitalization leave entitlements used as the result of such injury. The eligible employee may petition the City Attorney's Office not to pursue legal action for damages against a third party; however, the decision to seek recovery rests solely with the City Attorney.

J. Regular Salary to be Continued (Plan "A")

Each eligible employee who takes authorized sick leave or authorized hospitalization leave shall continue to receive his or her regular salary during their absence from work for the periods set forth in this paragraph.

K. On-Duty Shifts for Personnel Defined

For computation purposes of this article, the term "on-duty shift" for eligible employees of the Operations (Combat) Division shall mean a 24-hour working day; benefits will be provided at the rate of 24 hours for each shift provided, i.e. 15 days of sick leave equals 7.5 scheduled working (24-hour shifts.) There is no expectation by the City that all sick leave use shall be in full-shift increments (8, 10, 12, or 24 hours). Sick leave may be used as needed in minimum one-hour blocks.

For eligible employees who regularly perform day work, 15 days of sick leave equals 15 eight-hour scheduled work shifts.

It is not the intent of this MOU to increase sick leave or vacation benefits as a result of the conversion to 24-hour work shifts.

L. Long-Term Disability Compensation

In addition to any state or federal disability plans, optional long-term disability is available to eligible employees who enroll in the City's long-term disability program.

The City, at its own expense, shall have the right and opportunity to require an eligible employee to obtain a medical examination when and as often as may be reasonably necessary to determine the eligible employee's continued eligibility. An eligible employee refusing such an examination shall be ineligible for the benefits provided by this paragraph.

Refusal to submit to treatment for disabilities while receiving benefits under the long-term disability program shall be grounds for termination of compensation specified hereunder.

When any injury for which compensation is payable under this long-term disability program shall be caused by the wrongful act or negligence of another person, the City may require an eligible employee claiming long-term disability compensation, to assign to the City any action for damage against such person.

If an eligible employee of the City becomes entitled to receive Workers Compensation as a result of suffering a City service-connected injury or illness of a type not compensated under the foregoing provisions of this section, such eligible employees shall be paid Workers Compensation as provided by law; provided however, that he or she may elect to use, during such disability, his or her accumulated sick leave credit and vacation time, in such increments that will, when added to his or her Workers Compensation payments allow the eligible employee to collect One Hundred percent (100%) of his or her net wage or salary; and provided further, that satisfactory evidence of such election shall be

transmitted by said eligible employee to Human Resources prior to payment.

For purposes of this provision, "net wage or salary" shall mean gross compensation less federal and state income tax and FICA withholding. In no event shall an eligible employee collect more than One Hundred percent (100%) of his or her net wage or salary.

M. *Injury Leave*

The City shall establish rules and procedures for administration of an injury leave program (supplemental to sick leave) for eligible employees, under the following conditions:

1. The injury must have resulted from a documented incident while the eligible employee was actively involved in emergency services including fire fighting, medical responses, or SLCFD training, or drills supervised by a Battalion Chief, Deputy Chief, or Chief of the SLCFD.
2. The eligible employee must be unable to work due to the injury as verified by a competent medical practitioner.
3. The Injury Leave must not exceed the value of the eligible employee's net wage or salary during the period of absence due to the injury, less all amounts paid or credited to the SLCFD employee by Workers Compensation, social security, disability, or retirement benefits, or any form of governmental relief. "Net wage or salary" for purposes of this provision shall mean gross compensation less Federal and State income tax and FICA withholding. In no event shall an eligible employee collect more than One Hundred percent (100%) of his or her net wage or salary.
4. The value of injury leave shall not exceed Five Thousand Dollars (\$5,000) per eligible employee per incident, 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 review and approve Injury leave claims. Appeals from the decision of the Risk Manager may be received by the Director of Management Services who will make recommendations to the Mayor for final decision.
6. If an eligible employee is eligible for Workers Compensation and is not receiving injury leave pursuant to Section L, said eligible employee may elect in writing to Human Resources to use accumulated sick leave and authorized vacation time to supplement the eligible employee's Workers Compensation not to exceed the eligible employee's net wage or salary.
7. The City and Local 1645 will establish a policy that is intended to return an injured eligible employee back to work as soon as possible. The policy shall include, but not be limited to, a light duty program and incentives to encourage an eligible employee to pursue recovery aggressively and to return to work.

ARTICLE X - LEAVES OF ABSENCE

Full-time employees shall be eligible for leaves of absence under the following circumstances:

A. *Bereavement Leave*

Bereavement Leave may be approved by the Fire Chief or designee for the death of persons who stood in loco parentis for the eligible employee or eligible employee's spouse.

The provisions of Bereavement Leave shall not be applicable to eligible employees who are on an unpaid leave of absence.

1. Time off with pay will be granted a full-time eligible employee who suffers the loss of a wife, husband, child, stepchild, domestic partner, adult designee, mother, father, stepmother, stepfather, brother, stepbrother, sister, stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, step-grandchild, grandfather, step-grandfather, grandmother, step-grandmother, grandmother-in-law, or grandfather-in-law. In the event of death in any of these instances, an eligible employee will be paid his/her regular pay for five (5) consecutive days or two (2) shifts of scheduled work time including the time of death or including the memorial service. Satisfactory proof of such death, together with the date thereof and the date and location of the memorial service, must be furnished by eligible employees to the Fire Chief or designee upon request.
2. In the event of death of relatives other than those enumerated in Paragraph A, Section 1 above, an eligible employee will be paid for time off from scheduled working hours while attending the funeral services for such person, not to exceed one shift of eight (8), ten (10), or twelve (12) hours or for Combat employees twenty-four (24) hours.
3. In the event of death of friends, an eligible employee may exchange time under existing rules, be granted available time off, or take time off without pay while attending the funeral services for such persons, not to exceed four (4) hours subject to the approval of their immediate supervisor.
4. In the event the death of any member of the immediate family occurs while an eligible employee is on vacation, his or her vacation will be extended by the amount of time authorized as funeral leave.

B. *Family Medical Leave Act (FMLA)*

Benefits in this article continue income to eligible 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. Eligible employees may access a complete copy of the City's FMLA policy on the City's intranet or may request a copy from the City's Division of Human Resource. The City requires all

eligible 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 MOU.

C. *Eligible Employees who enter Military Service*

Eligible employees who enter the active service of the Utah State National Guard or in the service of a uniformed services of the United States, including the United States Army, United States Navy, United States Marine Corps, United States Air Force, commissioned corps of the National Oceanic and Atmospheric Administration, or the commissioned corps of the Public Health Service, shall be entitled to be absent from their duties and service with the City, without pay, as required by the state and federal laws. Military leave shall be consistent with the federal Uniform Services Employment and Reemployment Act and according to Utah code.

D. *Pay while on Military Leave*

Eligible employees who are or shall become members of the organized reserves of the United States Army, Navy, Air Force, Coast Guard, and Marines or any unit of the Utah National Guard shall be allowed full pay for all time not in excess of fifteen (15) continuous calendar days (7.5 shifts) per year spent on military active duty in connection with the requirements of the Service. This leave shall be in addition to annual vacation leave with pay.

An eligible employee claiming a military benefit must provide documentation to the City demonstrating the duty.

An eligible employee may carry over no more than 7.5 shifts of military leave each calendar year, not to exceed fifteen (15) shifts at any one time. An eligible employee will not receive any compensation for unused military leave upon separation or retirement from the City.

E. *Leave for Jury Duty*

All eligible employees shall receive their regular wages for any scheduled work missed due to jury service. Any City compensated time spent in jury service shall be counted as time worked for purposes of the FLSA. In addition, eligible employees are entitled to receive and retain statutory juror's fees paid for jury service in State and Federal Courts subject this Article. No reduction in an eligible employee's wages shall be made for absence from scheduled work period resulting from such jury service. On those days that an eligible employee is required to report for jury service and is thereafter excused from such service during their regular working hours for the City, he/she shall forthwith return to and carry on his/ her regular City employment. Failure to return to work shall result in disciplinary action and forfeiture of that day's pay for such eligible employee. Eligible employees are required to give their supervisors as much advanced notification as possible regarding jury duty that may require them to be absent from scheduled work.

F. Subpoena Duty

If an eligible employee during their off duty time is directed by the City to do work associated with a subpoena as a result of their Fire Department duty assignment, the eligible employee shall be paid at their wage rate for time worked. Preparation time shall be compensated if directed by the City, approved by the Fire Chief or designee, and verified by the eligible employee.

G. Dependent Leave (Plan "A")

1. An eligible employee may request dependent leave to care for the eligible employee's child, spouse, or parent who is ill or injured but may not have a serious health condition (non-FMLA-qualifying event).
2. The following provisions apply to the use of Dependent leave:
 - a. Dependent leave may be granted with pay on a straight-time basis.
 - b. The SLCFD may require an eligible employee to provide information about the need for dependent leave.
 - c. An eligible employee's sick leave shall be reduced by the number of days/shifts taken by an eligible employee as dependent leave under this paragraph.

H. Career Incentive Leave

Eligible employees, who have been in consecutive Full-Time employment with the City for more than twenty (20) years, and who have accumulated to their credit One Thousand, Five Hundred (1,500) or more sick leave hours, may make a one-time election to convert up to One Hundred Sixty (160) hours of sick leave into Eighty (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.

I. Paid Personal Leave (Plan "B")

Eligible employees covered by Plan "B" and new eligible employees hired between the beginning of the plan year through April will receive Forty (40) hours or Two and One Half (2.5) shifts of leave time. Those hired between May and November will receive Twenty Four (24) hours or One and One Half (1.5) shifts. Any eligible employee hired between November 1 and the end of the plan year will receive Eight (8) hours or one-half shift.

Under Plan "B," paid personal leave shall be provided for eligible employees as insurance against loss of income when an eligible employee needs to be absent from work because of illness or injury, to care for a dependent, bereavement leave or for any other emergency or personal reason. Where the leave is not related to the eligible employee's own illness or injury—or an event that qualifies under the FMLA—approval

of a personal leave request is subject to supervisory approval based on the operational requirements of the City.

1. Amount of Paid Personal Leave

An eligible employee under Plan “B” shall be awarded his or her personal leave on:

- 2009: November 15, 2009 first date of available use December 11, 2009
- 2010: November 14, 2010 first date of available use December 10, 2010
- 2011: November 13, 2011 first date of available use December 9, 2011

In each calendar year, paid personal leave hours based on the following schedule;

Months of Consecutive City Service	Hours or Shifts of Personal Leave
Less than 6	40 hours for personnel who regularly perform day work or 2.5 shifts for Combat personnel
More than 6, less than 24	60 hours for personnel who regularly perform day work or 4 shifts for Combat personnel
24 or more	80 hours for personnel who regularly perform day work or 5 shifts for Combat personnel

2. City Contribution

Eligible employees may not carry over more than One Hundred and Twelve (112) hours or seven (7) shifts for combat personnel of personal leave to the next plan year, which begins the second pay period of November. For any personal leave unused by an eligible employee above One Hundred and Twelve (112) hours or seven (7) shifts for combat personnel on that date, the City shall contribute a maximum of Eighty (80) hours or five (5) shifts for combat personnel of the unused personal leave to the Nationwide Post Employment Health Plan. The value of this contribution shall be based on the wage schedule at the end of the plan year. Prior to contribution, the City shall convert the unused personal leave hours for eligible employees assigned to a combat crew from the combat rate to the day rate. This contribution shall not be subject to election by the eligible employee.

3. Carry Over of Personal Leave

Any eligible employee’s personal leave hours not contributed according to Section 2 above shall carry over to the next plan year. Prior to the end of the plan year, during annual vacation draw, eligible employees may draw up to four personal leave shifts. Personal leave shifts drawn at vacation draw shall be considered used time for purposes of determining available unused personal leave hours at the end of the plan

year.

4. Conditions of Use of Paid Personal Leave

Based upon the need to operate at acceptable staffing levels, and to maintain the safety of the public and SLCFD personnel, the following conditions on use apply:

- a. Minimum use of paid personal leave is in one (1) hour increments and must be approved by the eligible employee's Station Captain, immediate supervisor, or staffing office.
- b. In situations where paid personal leave is used for illness, dependent or funeral leave, notice should be given as soon as possible but in no case less than one (1) hour prior to shift change.

5. Career Enhancement Leave

Eligible employees who have completed Fifteen (15) years of full-time service with the City, and are covered under Plan "B", are eligible to be selected to receive a one-time career enhancement leave of up to two weeks. 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 wages during the leave. Requests 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 Fire Chief then must approve the request.

6. Retirement/Layoff (RL) Benefit

- a. Eligible 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 (60%) of their accumulated unused sick leave hours available on November 15, 1997, minus any hours withdrawn from that account since it was established.
- b. Eligible 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 (50%) of their accumulated unused sick leave hours available on November 14, 1998, minus any hours withdrawn after the account is established.

7. Payment of the RL Account

- a. All of the hours in the RL account shall be payable at layoff as follows: The eligible employee shall be paid his/her hourly rate of pay on date of termination for each hour in the eligible employee's RL account.
- b. Upon an eligible employees' retirement, the City will contribute the cash value of the eligible employee's RL account to the Nationwide Post Employment Health Plan, in accordance with the provisions and requirements of that Plan. The value of that contribution will be calculated using the hourly day rate of pay on the eligible employee's last day worked prior to retirement.

- c. Prior to July 1 of each year of this MOU, the Local 1645 and the City will evaluate the provision in this subparagraph, and may modify its terms for the following fiscal year.
- d. Hours may be withdrawn from the RL account for emergencies after personal leave hours are exhausted, and with approval of the eligible employee's appropriate Battalion Chief. Approval shall not be unreasonably denied. It is understood that hours used from the RL account shall be governed by the same rules of usage that are applied to sick leave hours. RL account hours may also be used as a supplement to Workers Compensation benefits which, when added to the eligible employee's Workers Compensation benefits, equals the eligible employee's regular net salary. The eligible employee must make an election in writing to the Director of Management Services to use RL account hours to supplement Workers' Compensation benefits.

8. Short Term Disability Insurance

Protection against loss of income when an eligible 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 eligible employee for SDI. SDI shall be administered in accordance with the terms determined by the City. The City will seek recommendations from its benefits committee. As one of the conditions of receiving SDI, the eligible employee may be required to submit to a medical examination. The agreement between the City and Third Party Administrator of the SDI program will be available for review in the City's InfoBase and at the Human Resource Management Office. At the request and agreement of the eligible employee, the City may provide temporary light duty assignments to eligible employees on SDI, provided a light duty assignment is available, and the eligible employee provides proper medical releases.

9. Termination Benefits.

At termination of an eligible employee for any reason, the City shall contribute the value of accumulated unused personal leave hours, in excess of Eighty (80) hours or five (5) shifts for combat personnel of personal leave to the Nationwide Post Employment Health Plan as required by this Article. Any remaining accumulated unused personal leave minus any adjustment necessary after calculating the "prorated amount," shall be paid to the employee at Fifty (50) percent of the hourly base wage rate on the date of termination for each unused hour subject to appropriations of funds. For purposes of this subparagraph, "prorated amount" shall mean the amount of personal leave credited at the beginning of the plan year, multiplied by the ratio of the number of months worked in the plan year (rounded to the end of the month which includes the date of separation) to Twelve (12) months. If the eligible 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 eligible employee's final paycheck.

ARTICLE XI - ADDITIONAL ALLOWANCES

A. *Leaves of Absence*

Eligible employees may be eligible for additional leaves of absence at the approval of the Fire Chief. Any eligible employee who requests such leave shall be subject to the following limitations:

- The leave shall be unpaid.
- The eligible employee's seniority shall be reduced the same number of days that such leave was in effect.
- Upon return from such leave the eligible employee shall be reinstated after successful completion of a physical and performance review as stipulated by the Chief and the Civil Service Commission, if applicable.

B. *Educational Incentive Pay*

Eligible employees who have completed all required basic training courses and probationary periods shall be entitled to the following monthly allowances according to the educational degree held by such eligible employees:

- Doctorate \$100 per month
- Masters \$75 per month
- Bachelors \$50 per month
- Associate \$35 per month

An eligible employee shall be eligible for incentive pay hereunder following submission of his or her diploma evidencing completion of degree requirements at a fully accredited college or university to the Fire Chief or designee.

No eligible employee shall be compensated for an educational degree which qualifies the eligible employee for his or her position of employment; or for any degree which is not specifically related to the eligible employee's actual employment duties.

C. *Tuition Reimbursement*

The eligible employee will participate in and comply with the provisions of the City's tuition reimbursement policy as they are developed through the Benefits Committee and Human Resources Policy, subject to funding.

D. *Uniform Allowance*

Dangerous or contaminated safety equipment shall be cleaned, repaired, or replaced by the SLCFD.

The SLCFD will provide at no cost to the eligible employee, NFPA approved protective (Turnouts) outer clothing and safety equipment that is required in the performance of

his/her duties.

In addition, the City will provide the eligible employee a clothing reimbursement credit, paid to the Local 1645 uniform store, to acquire needed components of the work and dress uniform. The amount of the clothing reimbursement credit shall be Six Hundred Dollars (\$600) per eligible employee, per year. Funding of the Local 1645 uniform store and eligible employee uniforms will be provided in compliance with and according to the terms of SLCFD uniform policy, City purchasing policies and City Attorney Office review.

E. *Mileage Allowance*

Eligible employees who are authorized to use and who do use privately owned automobiles for official City business shall be reimbursed for their operation expenses as allowed by City policy. Reimbursement forms must be submitted at least annually, for accounting reasons.

Before payment is made to an eligible employee pursuant to the terms of this paragraph, the eligible employee's supervisor must authorize the use of the automobile and the mileage traveled must be verified by the head of the department (or designee) involved. Verification and reimbursement shall be on forms and in the manner provided in administrative procedures, as prescribed by the City Finance Director.

ARTICLE XII - INSURANCE

The City will make available life, accidental death and dismemberment, health, dental insurance and long term disability (income protection program) to all eligible employees, upon the terms and conditions as may be from time to time determined by the City.

The City will make available a consulting service that will provide counseling for drug abuse, alcoholism, and marriage counseling, comparable to what is currently provided.

The City will participate in the Nationwide Post Employment Health Plan, as adopted by the City by contract and ordinance. The City will contribute Six Hundred Dollars (\$600) per year (prorated per eligible employee's biweekly pay period) into each eligible employees Nationwide Post Employment Health Plan account.

ARTICLE XIII - PENSION PLAN CONTRIBUTION

During the term of this MOU, the City shall pay the employer's and the eligible employee's monthly retirement contributions required to be paid to the Utah State Retirement Fund at the contribution rate determined or adjusted by the Utah State Retirement Board.

The City will make available a Section 457 and 401k (IRS Code) Deferred Compensation Plan and where possible other deferred compensation plans consistent with state and federal laws.

ARTICLE XIV - SIGNIFICANT EXPOSURE

The City and Local 1645 recognize the importance of testing for infectious disease any individual who causes a significant exposure to an eligible employee. The City shall provide appropriate legal support to move, as provided in Utah law, for a necessary court order directing such testing. The City shall also provide all necessary medical evaluation and follow-up medical intervention for an eligible employee who has been subject to significant exposure. The City and Local 1645 shall develop a training program for eligible employees and their supervisors, regarding appropriate actions when an eligible employee has a significant exposure.

ARTICLE XV - STANDING COMMITTEES

A. *Labor Management Committee*

There shall be established a committee composed of the Executive Staff of the SLCFD and the Executive Board of the Union. This committee shall meet as needed, and shall create and maintain minutes of all committee meetings or actions. Such records shall be maintained for at least five years after the date of any meeting or action.

Either the SLCFD Executive Staff or the Local 1645 Executive Board may propose issues or matters to be considered by the Labor Management Committee. Any such matters shall be considered at the next scheduled Labor Management Committee meeting, unless both the Local 1645 President and the Fire Chief agree that the matter is of an urgent nature; in which case the Labor Management Committee shall be immediately assembled.

The Labor Management Committee shall oversee and give direction to all other standing committees. The Labor Management Committee may form other committees for the fulfillment of the SLCFD's strategic plan or mission. When established, the Labor Management Committee shall specify for each committee the number of persons on the committee, the committee make up, the purpose and function of the committee, how often the committee will meet, and the length of time the committee shall be in existence.

It is understood that the Labor Management Committee is an advisory body, and shall not act to pre-empt the authority of the Fire Chief or members of the SLCFD Executive Staff. Similarly, the Labor Management Committee shall have no authority to direct legal and appropriate Local 1645 activities.

The Labor Management Committee has no authority and no role in considering individual matters grieved under this MOU. However, the Labor Management Committee may consider necessary changes to SLCFD policies and procedures that may arise out of individual matters grieved.

B. *Safety, Wellness and Personal Protective Equipment (PPE) Committee*

There shall be a Safety, Wellness and PPE Committee established to make recommendations to the Labor Management Committee on methods and means of reducing illness, injuries, and accidents in the SLCFD and promote overall fitness of the

SLCFD. The Committee shall consist of nine (9) members: six (6) appointed by the Local 1645 President and three (3) appointed by the Fire Chief or designee. The SLCFD Safety Officer will chair the Committee. The Safety, Wellness and PPE Committee shall schedule and call its own meetings. It should consider any matter referred to it by the Labor Management Committee. However, it may, independent of the Labor Management Committee, evaluate and investigate the safety needs of the SLCFD and report to and make recommendations to the Labor Management Committee.

C. *Apprenticeship Committee*

There shall be an Apprenticeship Committee responsible for the oversight of the SLCFD apprenticeship program, as approved by the Fire Chief. The Committee shall consist of six (6) members, three (3) appointed by the Local 1645 President, and three (3) appointed by the Fire Chief. The Committee shall appoint a chairperson, who will serve for one year, and who shall be a Local 1645 appointee or Fire Chief appointee every other calendar year. The Committee shall meet as needed. The Committee shall monitor the progress of individual apprentices and report to and make recommendations to the Labor Management Committee.

D. *Bid Committee*

The bid committee will consist of one eligible employee from each of the following classifications: Captain, Engineer, Paramedic, ARFF, HRT, Swift Water Rescue, Haz-Mat. Committee members will be selected by the Labor Management Committee and the Chair of the Committee will rotate through each of the classifications on an annual basis.

The Chief of the SLCFD or his delegated subordinate officer may assign apparatus, resources, or personnel, as they deem appropriate for the performance of the SLCFD's mission. In an effort to provide a fair and equitable way of assigning personnel to positions within the SLCFD, a bid procedure allowing members of the SLCFD to express a preference for work assignments is instituted. Bid positions shall be based upon openings for eligible employees and all promotable positions.

By May 1 of each year, the Bid Committee will submit in writing proposed rules for a bid procedure to the Labor Management Committee.

E. *EMS Committee*

There shall be an EMS Committee established and responsible for the oversight of the SLCFD's emergency medical system, as approved by the Fire Chief. The Committee shall consist of nine (9) members: three paramedics (one from each platoon appointed by the Local 1645 President), three (3) EMTs (one from each platoon appointed by the Local 1645 President), the Battalion Chief of the Medical Division, the Captain of the Medical Division, and the Medical Office Facilitator. The Committee shall appoint a chairperson who will serve for one year, and who will be a Local 1645 President appointee every other year. The Committee will meet as necessary. The Committee may provide recommendations to the Fire Chief and Labor Management Committee regarding protocols, equipment, supplies, research, inter-hospital matters, and transport issues.

F. *Engineers Committee*

There shall be an Engineers Committee established for the oversight of fire apparatus design and purchase as well as continuing engineer training, as approved by the Fire Chief. The Committee shall consist of seven (7) members, six engineers (two from each platoon appointed by the Local 1645 President) and the apparatus captain. The Local 1645 President may also assign one alternate member from each platoon. Such alternates may attend a Committee meeting if one of the two appointed engineers from their platoon is unavailable to attend. The Committee shall meet as needed. The Committee shall elect its own chairperson who will serve for one year. The apparatus captain shall serve as chairperson at least every other year. The Committee may provide recommendations to the Fire Chief and Labor Management Committee regarding these issues.

G. *Shift Schedule Committee*

The Shift Scheduling Committee will monitor and evaluate the benefits and risks associated with SLCFD shift schedules. Local 1645 and the City agree to a limited reopener to address any issues regarding the 24 month trial period concerning the 48/96 shift schedule.

The Committee will be made up of three (3) members to be chosen by the Local 1645, three (3) to be chosen by the Fire Department, and one member who will be the Risk Management Director for the City. This Committee will meet as needed.

H. *Compensation for Committee Work*

Time spent in Committee meetings or on authorized Committee activities shall be considered "time worked" for purposes of determining compensation for non-exempt FLSA employees.

ARTICLE XVI - PROCEDURAL RIGHTS

It is the intent of this article to provide procedural safeguards to eligible employees who are under investigation for alleged acts of misconduct. An eligible employee's right to representation does not apply to an inquiry, coaching, instruction, or direction given to an eligible employee by his or her immediate supervisor regardless of whether the action is documented or undocumented.

A. *Investigative Interview*

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

Prior to any interview with the eligible employee accused of misconduct, the eligible employee shall be advised of the following:

- The nature of the complaint, and the specific allegation(s) of misconduct.
- The approximate date(s), time(s), and location(s) of the incident that gave rise to the allegation(s).
- The eligible employee's right to have representation as provided in Article IV.
- The investigative interview shall specifically and narrowly focus on the eligible employee's conduct.

A recording of the investigative interview session of with the eligible employee may be made. The City, Local 1645 or the eligible employee may make a recording of the interview session, provided however, that no recording shall take place without the knowledge of all parties present. Any such recording(s) shall be provided to the City, Local 1645 or the eligible employee upon request.

Persons conducting the investigation may not:

- Subject an eligible employee to offensive language or threaten disciplinary action, except an eligible employee refusing to respond to questions or submit to interviews shall be informed that failure to answer questions narrowly and directly related to the eligible employee's conduct may result in disciplinary action;
- Make any promise of reward or leniency as an inducement for the eligible employee to answer any questions.

The eligible employee shall be notified, in writing, of the disposition of any investigation, including a disposition of each allegation, and the action to be administered, if applicable. If the eligible employee has not been informed regarding the disposition of any investigation within sixty (60) calendar days after the investigative interview with the employee accused of misconduct, the eligible employee may request a status report from the SLCFD's HR Consultant of the investigation and any disposition of charges. Within seven (7) calendar days after receiving the request, the City shall inform the eligible employee of the status of the investigation and the likely time required to resolve the charges.

B. Pre-Determination Hearing

The pre-determination process shall provide, at a minimum, the following procedural safeguards:

- Prior to any pre-determination hearing, the eligible employee and his/her representative will be afforded a reasonable opportunity to examine the documentary evidence being relied upon by the City;
- The eligible employee will be provided with a notice of the allegations, a statement of the grounds for the allegations and the evidence relied upon; and
- The eligible employee shall be afforded an opportunity to respond to the allegations.

C. *Remedy*

No eligible employee shall be subjected to disciplinary action except upon compliance with the procedural rights provided in this article. Any discipline administered by the City shall be appropriate for the offense and shall take into account the eligible employee's employment history including any rescinded discipline. The City shall apply its rules, orders and penalties even-handedly and without discrimination.

In the event there is a finding by the Fire Chief or designee that these procedural rights have not been substantially complied with, the disciplinary action taken shall be rescinded.

ARTICLE XVII - GRIEVANCE PROCEDURE

It is the City's and Local 1645's intent to resolve grievances fairly, properly, and at the lowest operational level possible.

A. *General Rules for Grievances*

The following rules apply to the three types of grievances outlined in this article.

1. The time limits set forth in this article are of the essence. The City and Local 1645 or the eligible employee may mutually agree to extend the time limits in writing. Failure to follow the time lines as outlined shall cause the grievance to move to the next level. The City shall accept no grievance unless it is submitted or appealed within the time limits set forth in this article.
2. Unless otherwise provided in this MOU, time spent by eligible employees resolving grievances is not working time and shall not be compensated. However, if any review of a grievance is held during the eligible employee's normal working hours/shift, the eligible employee shall not suffer a loss of compensation.
3. An eligible employee may be represented per Article IV of this MOU.
4. An eligible employee or Local 1645 Board member shall not be subjected to retaliation, punitive action, or discrimination in any aspect of employment for the lawful exercise of the grievance procedure.
5. Only grievances expressly provided herein shall be subject to this grievance procedure.
6. When filing a contractual grievance, Local 1645 shall state the basis for the grievance, the relevant facts, and the specific provision(s) of this MOU which Local 1645 claims the City violated. No new claims may be made by Local 1645 once the grievance has been filed except upon discovery of additional evidence relating to the grievance.
7. When filing a disciplinary or policy/procedure grievance, the eligible employee shall state the basis for the grievance. No new basis for appeal may be made by the

eligible employee except upon discovery of additional evidence relating to the grievance.

8. Such additional evidence discovered in subparagraphs 6 and 7 above, shall be communicated to the City as soon as possible upon discovery. If the additional evidence is conveyed to the City within ten (10) calendar days from a scheduled hearing date, the hearing date shall be continued for at least fifteen (15) calendar days.
9. In a disciplinary appeal, the eligible employee and his/her representative shall have a reasonable opportunity to review all evidence being relied upon by the City prior to any grievance hearing or meeting. Any evidence not provided to the eligible employee for reasons of confidentiality or otherwise cannot be used in a grievance proceeding.
10. In a disciplinary grievance hearing or meeting, the eligible employee and his/her representative shall have the right to question the City's witnesses, call witnesses in his/her own behalf, and to give rebuttal evidence.

B. Disciplinary Grievance

For purposes of this MOU, discipline includes denial or postponement of a merit increase, or suspension without pay of Twenty Four (24) hours or less.

Disciplinary actions taken by SLCFD, which results in a suspension of more than Twenty Four (24) hours or termination, must be appealed as provided by statute and Civil Service Commission Rules and Regulations

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

Step 1 An eligible employee may appeal a denial or postponement of a merit increase, or suspension without pay of Twenty Four (24) hours or less by filing a written request for appeal with the Fire Chief within ten (10) calendar days from the date the employee receives the discipline. The Fire Chief shall meet with the eligible employee regarding the appeal and may conduct additional meetings or an investigation to resolve the appeal. The Fire Chief shall have thirty (30) calendar days after receiving the appeal to provide the employee a written decision. In the absence of an appeal the Fire Chief's decision shall be final and binding.

Step 2 If the grievance is not resolved at Step 1, an eligible employee may, within ten (10) calendar days from the Fire Chief's written decision, appeal to an independent hearing officer. An eligible employee must file his or her appeal in the Office of the City Recorder within the time required. The City and employee shall mutually agree on the selection of the Hearing Officer. The City and Local 1645 agree to develop a process to select independent hearing officers. Such officers may or may not be full time City employees. The decision of the Hearing Officer shall be final and binding on the aggrieved employee, Local 1645 and the City. The Hearing Officer's fees and expenses and any associated cost shall be paid by the party not prevailing in the hearing. The Hearing Officer shall designate the party not prevailing.

C. *Policy/Procedure Grievance*

A Policy/Procedure grievance is defined as an alleged violation of a specific provision of the City or SLCFD policies and procedures. An eligible employee(s) who believe that they have received inequitable treatment because of an alleged violation of a specific provision as defined herein may, personally, or through representatives, utilize the grievance procedure outlined herein.

The procedural steps for resolution of a Policy/Procedure grievance shall be as follows:

Step 1 The eligible employee shall file a written grievance with the appropriate Battalion Chief in the Combat Division, or the immediate chief officer in all other divisions or sections, within thirty (30) calendar days after the event giving rise to the grievance or thirty (30) days after the eligible employee should reasonably have learned of the event giving rise to the grievance, whichever is later. The Battalion Chief or chief officer shall give a written answer to the eligible employee within fifteen (15) calendar days after receipt of the grievance.

Step 2 If the grievance is not settled at Step 1, the eligible employee may, within fifteen (15) calendar days after receipt of the Battalion Chief or chief officer answer, file a written appeal of the grievance with the Fire Chief. Within fifteen (15) calendar days after receipt of the written appeal, the Chief or designee shall answer the grievance in writing.

Step 3 If the grievance is not settled at Step 2, the eligible employee may, within fifteen (15) calendar days after receiving the Chief's or designee's decision, present the grievance to the Mayor or his/her designee for review, investigation, and final decision. The Mayor or his/her designee shall submit a written decision to the Fire Chief and the eligible employee within thirty (30) calendar days following receipt of the grievance. The decision of the Mayor or his/her designee is final and binding.

D. *Contractual Grievance*

A contractual grievance is an allegation by Local 1645 that the City has violated an express provision of this MOU, provided however, that Article I, "AUTHORITY"; Article III A, "MANAGEMENT RIGHTS AND DECLARATION; Article XVI, "PROCEDURAL RIGHTS"; Article XXII, "TERM OF MEMORANDUM"; Article XXIII, "LIMITATION OF PROVISIONS"; Article XXIV, "WAIVER CLAUSE"; and Article XXV, "SAVINGS CLAUSE" of this MOU shall not be subject to the contractual grievance procedure.

A contractual grievance shall be confined exclusively to the interpretation and/or application of the express provisions of this MOU except for the articles described above. A contractual grievance shall not include disciplinary grievances or claims that procedures in Article XVII were violated.

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

Step 1 Local 1645 shall file a written grievance with the appropriate Battalion Chief in the Operations Division, or the Division Chief in all other divisions or sections, within forty five (45) calendar days after the event giving rise to the grievance. Local 1645 will provide a copy of any such grievance to SLCFD's assigned HR Consultant. The Battalion Chief or Division Chief shall give Local 1645 a written answer to the grievance within thirty (30) calendar days after receipt of the grievance.

Step 2 If the grievance is not settled at Step 1, Local 1645 may, within fifteen (15) calendar days after receipt of the Battalion Chief's or Division Chief's answer, file a written appeal of the grievance with the Fire Chief. Within fifteen (15) calendar days after receipt of the written appeal, the Chief or designee shall answer the grievance in writing.

Step 3 If the grievance is not settled at Step 2, Local 1645 may, within fifteen (15) calendar days after receiving the Chief's or designee's decision, present the grievance to the Mayor's designee for review, investigation, and final decision. The Mayor's designee shall submit a written decision to the Fire Chief and Local 1645 within thirty (30) calendar days following receipt of the grievance. This decision shall be final and binding.

ARTICLE XVIII - PERSONNEL FILES

An eligible employee shall have the right, upon reasonable notice, to inspect such employee's personnel employment file for content. The SLCFD shall notify the Local 1645 employees when a document concerning their performance or conduct, whether favorable or not, is sent to the Human Resources Division for placement in an eligible employee's personnel file.

ARTICLE XIX - MISCELLANEOUS POLICIES AND PROCEDURES

The City agrees to continue to furnish no-cost annual physical examinations, off-street parking at assigned work sites, to provide monthly sleeping linen exchange and linen laundering for all members of Local 1645.

Local 1645 recognizes that the City has directed the Fire Chief to establish a Task Performance Policy during the term of the MOU. The policy shall determine job-based qualifications for incumbent firefighters. Local 1645 employees shall be afforded at no cost, the resources, and adequate time to maintain or correct any skills or fitness deficiencies.

The City and Local 1645 agree they will jointly study the issue of using appropriate methods to attract and retain SLCFD employees.

ARTICLE XX - NOTICE OF POLICY CHANGE

In an effort to encourage trust and communication, the Local 1645 agrees to give the existing Local 1645 President thirty (30) days notice unless otherwise agreed upon with the Fire Chief prior to implementation of any changes to the "Fire Department Policies and Procedures Manual." The purpose of the notice provided herein is to solicit input from the Local 1645 regarding the written policy change. This provision shall not be construed to limit or discourage efforts of either the Local 1645 and/or the SLCFD administration to discuss additional matters of mutual concern.

ARTICLE XXI – LAYOFFS

Whenever it is necessary to reduce the number of eligible employee in SLCFD because of lack of work or lack of funds, the City will first lay off probationary employees. If further layoffs are necessary, eligible employees will be laid off in inverse order of departmental seniority and rehired pursuant to the Rules established by the Salt Lake City Civil Service Commission.

ARTICLE XXII - TERM OF MEMORANDUM

This MEMORANDUM shall remain in effect from July 1, 2009, through June 30, 2012, with the following exceptions:

It is understood by the parties hereto that certain provisions of this MOU cannot be implemented by the City except upon public notice and hearing and compliance with various statutory and legal requirements. It is in this respect agreed that provisions subject to such legal contingencies shall take effect upon full compliance with such legal requirements.

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

It is understood by the City and the Local 1645 that if the City Council, in its adoption of the City's final budget for the fiscal years covered by this MOU, does not appropriate monies to fund all wage and merit increases, the MOU shall be reopened within the (10) days after adoption of the said fiscal year final budget.

The parties hereto may, by mutual consent, agree to amend this MOU.

ARTICLE XXIII - LIMITATION OF PROVISIONS

The provisions hereof shall be effective as provided herein, but subject to approval by the City Council and the City's appropriation of funds. During the term of this MOU, it is the City's intent to make a reasonable effort to maintain a funding level sufficient to satisfy this understanding; however, the parties to this agreement mutually understand that emergencies or revenue shortfalls may alter the ability of the City to satisfy this agreement. Thus, it is expressly understood that this MOU does not bind succeeding elected officials of the City and shall not be

construed to compel the City to impose or maintain any tax or fee structure.

ARTICLE XXIV - WAIVER CLAUSE

The City and Local 1645 expressly waive and relinquish the right, and each agrees that the other shall not be obligated during the term of this MOU, to bargain collectively with respect to any subject or matter whether referred to or covered in this MOU, even though each subject or matter may not have been within the knowledge or contemplation of either or both the City and Local 1645 at the time they negotiated or executed this MOU and even though such subjects or matter were proposed and later withdrawn.

The parties further acknowledge that this MOU contains wages and benefit provisions differing distinctly from provisions currently being offered to employees in other units of City employment, and the parties agree to accept such wages and benefits as defined and described in this MOU despite their lack of similarity to or parity with other memoranda, units, or employees.

ARTICLE XXV - SAVINGS CLAUSE

The City and Local 1645, hereto believing all the foregoing provisions to be lawful and mutually beneficial to them in establishing their relations as employer and employee, nevertheless hereby agree that if any part of this agreement shall be finally determined by any court of competent jurisdiction to be invalid, such part or parts shall thereby be deemed eliminated from this MOU, and the same in all other respects shall be and remain binding upon the City and Local 1645.

In the event laws are passed by the federal government, the state, or the City which conflict with the provisions of this MOU relating to hours or wages, the provisions of this agreement which are in conflict therewith may be reopened for negotiations without affecting the remaining portions of this MOU.

Further, the City and Local 1645 acknowledge that an ordinance may be enacted by the City Council during the term of this MOU to supersede the Resolution. If an ordinance is adopted which supersedes the Resolution, the terms and conditions of the Resolution shall continue to govern the provisions of this MOU insofar as such interpretation would not result in an act which is expressly prohibited by the Ordinance.

In the event the subsequently adopted ordinance prohibits the implementation of the provisions of this MOU which are interpreted according to the Resolution relating to hours and wages, said provisions which are in conflict therewith may be reopened for negotiations without affecting the remaining provisions of this MOU.

ARTICLE XXVI - FISCAL YEAR 2010 ECONOMIC CRISIS

Due to the current economic crisis, the City will suspend payment of one and one half percentage (1.5%) of the wages set forth in Appendix "A" beginning July 1, 2009 and ending no later than June 30, 2010. (Appendix "B" reflects the suspension.)

The City will also suspend payment of merit increases beginning July 1, 2009 and ending no later than June 30, 2010. This suspension will not impact an eligible employee's years of service or corresponding step.

The City agrees it will review the suspensions and their impact each quarter during fiscal year 2010 to determine if it can reinstate the suspended amounts.

In exchange for these suspensions, the City will provide each Operations eligible employee an additional one shift of holiday time from July 1, 2009 to December 31, 2009 and another one shift of holiday time from January 1, 2010 to June 30, 2010.

In exchange for these suspensions, the City will provide each eligible employee working a day shift one additional personal holiday each quarter of fiscal year 2010 for a total of four additional personal holidays.

An eligible employee's supervisor will either grant or deny a written request to use this time no more than five (5) working days after receiving the request

An operations eligible employee not using the holiday shifts during the time period they are provided will not be allowed to use this holiday shift. The two holiday shifts will not be included when computing overtime during the week they are taken.

An eligible employee working a day shift must take the personal holiday during the quarter it is provided. An eligible employee not taking the personal holiday during the quarter it is provided will lose that personal holiday. These four personal holidays will not be included when computing overtime during the week they are taken.

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

SALT LAKE CITY CORPORATION

By: _____
RALPH E. BECKER
MAYOR

ATTEST:

LOCAL 1645 OF THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS

By: _____
JACK TIDROW
PRESIDENT

By: _____
DAVID FRY
VICE PRESIDENT

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the ____ day of June, 2009, personally appeared before me JACK TIDROW, who being by me duly sworn, did say that he is the President of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS Local 1645 and DAVID FRY, who being duly sworn, did say that he is the Vice President of Local 1645, that both such persons executed the foregoing instrument on behalf of Local 1645 by authority of the Board of Directors of Local 1645 and that said instrument has been duly ratified and approved by the membership of Local 1645 and that their execution hereof constitutes as valid and binding act on behalf of Local 1645 and its membership.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

My Commission Expires:

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

Schedule Includes Longevity

Step	Annual Equivalent	Bi-Weekly Equivalent	Combat Pay Rate	Day Pay Rate	Monthly Equivalent	Years of Service
410A	\$ 35,318	\$ 1,358.40	\$ 12.13	\$ 16.98	\$ 2,943	0-1
410B	\$ 37,170	\$ 1,429.60	\$ 12.76	\$ 17.87	\$ 3,097	1-2
410C	\$ 39,104	\$ 1,504.00	\$ 13.43	\$ 18.80	\$ 3,259	2-3
410D	\$ 41,205	\$ 1,584.80	\$ 14.15	\$ 19.81	\$ 3,434	3-4
410E	\$ 43,347	\$ 1,667.20	\$ 14.88	\$ 20.84	\$ 3,612	4-5
410F	\$ 45,635	\$ 1,755.20	\$ 15.67	\$ 21.94	\$ 3,803	5-6
410G	\$ 48,069	\$ 1,848.80	\$ 16.51	\$ 23.11	\$ 4,006	6-7
410H	\$ 50,565	\$ 1,944.80	\$ 17.36	\$ 24.31	\$ 4,214	7-8
410I	\$ 53,227	\$ 2,047.20	\$ 18.28	\$ 25.59	\$ 4,436	8-9
410J	\$ 56,014	\$ 2,154.40	\$ 19.23	\$ 26.93	\$ 4,668	9-10
410K	\$ 56,410	\$ 2,169.60	\$ 19.37	\$ 27.12	\$ 4,701	10-16
410L	\$ 56,742	\$ 2,182.40	\$ 19.48	\$ 27.28	\$ 4,729	16-20
410M	\$ 57,096	\$ 2,196.00	\$ 19.61	\$ 27.45	\$ 4,758	20 or more

APPENDIX A 1 – Firefighter Base Wage Table

Schedule Includes Longevity

Step	Annual Equivalent	Bi-Weekly Equivalent	Combat Pay Rate	Day Pay Rate	Monthly Equivalent	Years of Service
415A	\$ 37,336	\$ 1,436.00	\$ 12.82	\$ 17.95	\$ 3,111	0-1
415B	\$ 39,312	\$ 1,512.00	\$ 13.50	\$ 18.90	\$ 3,276	1-2
415C	\$ 41,350	\$ 1,590.40	\$ 14.20	\$ 19.88	\$ 3,446	2-3
415D	\$ 43,534	\$ 1,674.40	\$ 14.95	\$ 20.93	\$ 3,628	3-4
415E	\$ 45,822	\$ 1,762.40	\$ 15.74	\$ 22.03	\$ 3,819	4-5
415F	\$ 48,256	\$ 1,856.00	\$ 16.57	\$ 23.20	\$ 4,021	5-6
415G	\$ 50,773	\$ 1,952.80	\$ 17.44	\$ 24.41	\$ 4,231	6-7
415H	\$ 53,456	\$ 2,056.00	\$ 18.35	\$ 25.70	\$ 4,455	7-8
415I	\$ 56,264	\$ 2,164.00	\$ 19.32	\$ 27.05	\$ 4,689	8-9
415J	\$ 59,218	\$ 2,277.60	\$ 20.33	\$ 28.47	\$ 4,935	9-10
415K	\$ 59,571	\$ 2,291.20	\$ 20.46	\$ 28.64	\$ 4,964	10-16
415L	\$ 59,925	\$ 2,304.80	\$ 20.58	\$ 28.81	\$ 4,994	16-20
415M	\$ 60,258	\$ 2,317.60	\$ 20.69	\$ 28.97	\$ 5,021	20 or more

APPENDIX A 2 - Base Wage for Engineer, Hazardous Material Specialist, Aircraft Rescue

Fire Fighter, Inspector, Investigator, Battalion Aide

Schedule Includes Longevity

Step	Annual Equivalent	Bi-Weekly Equivalent	Combat Pay Rate	Day Pay Rate	Monthly Equivalent	Years of Service
416A	\$ 39,936	\$ 1,536.00	\$ 13.72	\$ 19.20	\$ 3,328	0-1
416B	\$ 42,286	\$ 1,626.40	\$ 14.52	\$ 20.33	\$ 3,524	1-2
416C	\$ 44,450	\$ 1,709.60	\$ 15.27	\$ 21.37	\$ 3,704	2-3
416D	\$ 46,738	\$ 1,797.60	\$ 16.05	\$ 22.47	\$ 3,895	3-4
416E	\$ 49,067	\$ 1,887.20	\$ 16.85	\$ 23.59	\$ 4,089	4-5
416F	\$ 51,584	\$ 1,984.00	\$ 17.72	\$ 24.80	\$ 4,299	5-6
416G	\$ 54,330	\$ 2,089.60	\$ 18.65	\$ 26.12	\$ 4,527	6-7
416H	\$ 57,179	\$ 2,199.20	\$ 19.64	\$ 27.49	\$ 4,765	7-8
416I	\$ 60,216	\$ 2,316.00	\$ 20.68	\$ 28.95	\$ 5,018	8-9
416J	\$ 63,357	\$ 2,436.80	\$ 21.76	\$ 30.46	\$ 5,280	9-10
416K	\$ 63,752	\$ 2,452.00	\$ 21.89	\$ 30.65	\$ 5,313	10-16
416L	\$ 64,106	\$ 2,465.60	\$ 22.01	\$ 30.82	\$ 5,342	16-20
416M	\$ 64,501	\$ 2,480.80	\$ 22.15	\$ 31.01	\$ 5,375	20 or more

APPENDIX A 3 – Paramedic Base Wage Table

Schedule Includes Longevity

Step	Annual Equivalent	Bi-Weekly Equivalent	Combat Pay Rate	Day Pay Rate	Monthly Equivalent	Years of Service
420A	\$ 43,576	\$ 1,676.00	\$ 14.96	\$ 20.95	\$ 3,631	0-1
420B	\$ 45,136	\$ 1,736.00	\$ 15.50	\$ 21.70	\$ 3,761	1-2
420C	\$ 47,341	\$ 1,820.80	\$ 16.26	\$ 22.76	\$ 3,945	2-3
420D	\$ 49,670	\$ 1,910.40	\$ 17.06	\$ 23.88	\$ 4,139	3-4
420E	\$ 52,146	\$ 2,005.60	\$ 17.91	\$ 25.07	\$ 4,345	4-5
420F	\$ 54,621	\$ 2,100.80	\$ 18.76	\$ 26.26	\$ 4,552	5-6
420G	\$ 57,470	\$ 2,210.40	\$ 19.73	\$ 27.63	\$ 4,789	6-7
420H	\$ 60,507	\$ 2,327.20	\$ 20.78	\$ 29.09	\$ 5,042	7-8
420I	\$ 63,710	\$ 2,450.40	\$ 21.88	\$ 30.63	\$ 5,309	8-9
420J	\$ 67,059	\$ 2,579.20	\$ 23.03	\$ 32.24	\$ 5,588	9-10
420K	\$ 67,434	\$ 2,593.60	\$ 23.16	\$ 32.42	\$ 5,619	10-16
420L	\$ 67,808	\$ 2,608.00	\$ 23.28	\$ 32.60	\$ 5,651	16-20
420M	\$ 68,224	\$ 2,624.00	\$ 23.43	\$ 32.80	\$ 5,685	20 or more

APPENDIX A 4 – Fire Captain Wage Table

GRADE 901 - FIRE CAPTAIN

	Bi-Weekly Pay	Service
Top Level	\$ 2,959.20	12 months +
Level 2	\$ 2,852.00	6-12 Months
Level 1	\$ 2,733.60	0-6 Months

APPENDIX B - Base Wage Table for Non-Sworn Inspector, Public Education Specialist

with 1.5% Suspension

Schedule Includes Longevity

Step	Annual Equivalent	Bi-Weekly Equivalent	Combat Pay Rate	Day Pay Rate	Monthly Equivalent	Years of Service
410A	\$ 34,798	\$ 1,338.40	\$ 11.95	\$ 16.73	\$ 2,900	0-1
410B	\$ 36,608	\$ 1,408.00	\$ 12.57	\$ 17.60	\$ 3,051	1-2
410C	\$ 38,522	\$ 1,481.60	\$ 13.23	\$ 18.52	\$ 3,210	2-3
410D	\$ 40,581	\$ 1,560.80	\$ 13.94	\$ 19.51	\$ 3,382	3-4
410E	\$ 42,702	\$ 1,642.40	\$ 14.66	\$ 20.53	\$ 3,559	4-5
410F	\$ 44,949	\$ 1,728.80	\$ 15.44	\$ 21.61	\$ 3,746	5-6
410G	\$ 47,358	\$ 1,821.48	\$ 16.26	\$ 22.77	\$ 3,947	6-7
410H	\$ 49,813	\$ 1,915.88	\$ 17.11	\$ 23.95	\$ 4,151	7-8
410I	\$ 52,434	\$ 2,016.68	\$ 18.01	\$ 25.21	\$ 4,369	8-9
410J	\$ 55,179	\$ 2,122.28	\$ 18.95	\$ 26.53	\$ 4,598	9-10
410K	\$ 55,583	\$ 2,137.82	\$ 19.09	\$ 26.72	\$ 4,632	10-16
410L	\$ 55,904	\$ 2,150.15	\$ 19.20	\$ 26.88	\$ 4,659	16-20
410M	\$ 56,266	\$ 2,164.10	\$ 19.32	\$ 27.05	\$ 4,689	20 or more

APPENDIX B 1 – Fire Fighter Base Wage Table with 1.5% Suspension

Schedule Includes Longevity

Step	Annual Equivalent	Bi-Weekly Equivalent	Combat Pay Rate	Day Pay Rate	Monthly Equivalent	Years of Service
415A	\$ 36,774	\$ 1,414.40	\$ 12.63	\$ 17.68	\$ 3,065	0-1
415B	\$ 38,730	\$ 1,489.60	\$ 13.30	\$ 18.62	\$ 3,227	1-2
415C	\$ 40,726	\$ 1,566.40	\$ 13.99	\$ 19.58	\$ 3,394	2-3
415D	\$ 42,890	\$ 1,649.60	\$ 14.73	\$ 20.62	\$ 3,574	3-4
415E	\$ 45,136	\$ 1,736.00	\$ 15.50	\$ 21.70	\$ 3,761	4-5
415F	\$ 47,528	\$ 1,828.00	\$ 16.32	\$ 22.85	\$ 3,961	5-6
415G	\$ 50,021	\$ 1,923.88	\$ 17.18	\$ 24.05	\$ 4,168	6-7
415H	\$ 52,662	\$ 2,025.48	\$ 18.08	\$ 25.32	\$ 4,389	7-8
415I	\$ 55,429	\$ 2,131.88	\$ 19.03	\$ 26.65	\$ 4,619	8-9
415J	\$ 58,341	\$ 2,243.88	\$ 20.03	\$ 28.05	\$ 4,862	9-10
415K	\$ 58,682	\$ 2,257.02	\$ 20.15	\$ 28.21	\$ 4,890	10-16
415L	\$ 59,045	\$ 2,270.95	\$ 20.28	\$ 28.39	\$ 4,920	16-20
415M	\$ 59,386	\$ 2,284.10	\$ 20.39	\$ 28.55	\$ 4,949	20 or more

**APPENDIX B 2 - Base Wage for Engineer, Hazardous Material Specialist, Aircraft Rescue
Fire Fighter, Inspector, Investigator, Battalion Aide with 1.5% Suspension**

Schedule Includes Longevity

Step	Annual Equivalent	Bi-Weekly Equivalent	Combat Pay Rate	Day Pay Rate	Monthly Equivalent	Years of Service
416A	\$ 39,333	\$ 1,512.80	\$ 13.51	\$ 18.91	\$ 3,278	0-1
416B	\$ 41,662	\$ 1,602.40	\$ 14.31	\$ 20.03	\$ 3,472	1-2
416C	\$ 43,784	\$ 1,684.00	\$ 15.04	\$ 21.05	\$ 3,649	2-3
416D	\$ 46,030	\$ 1,770.40	\$ 15.81	\$ 22.13	\$ 3,836	3-4
416E	\$ 48,339	\$ 1,859.20	\$ 16.60	\$ 23.24	\$ 4,028	4-5
416F	\$ 50,814	\$ 1,954.40	\$ 17.45	\$ 24.43	\$ 4,235	5-6
416G	\$ 53,515	\$ 2,058.28	\$ 18.38	\$ 25.73	\$ 4,460	6-7
416H	\$ 56,323	\$ 2,166.28	\$ 19.34	\$ 27.08	\$ 4,694	7-8
416I	\$ 59,318	\$ 2,281.48	\$ 20.37	\$ 28.52	\$ 4,943	8-9
416J	\$ 62,418	\$ 2,400.68	\$ 21.43	\$ 30.01	\$ 5,201	9-10
416K	\$ 62,801	\$ 2,415.42	\$ 21.57	\$ 30.19	\$ 5,233	10-16
416L	\$ 63,163	\$ 2,429.35	\$ 21.69	\$ 30.37	\$ 5,264	16-20
416M	\$ 63,546	\$ 2,444.10	\$ 21.82	\$ 30.55	\$ 5,296	20 or more

APPENDIX B 3 – Paramedic Base Wage Table with 1.5% Suspension

Schedule Includes Longevity

Step	Annual Equivalent	Bi-Weekly Equivalent	Combat Pay Rate	Day Pay Rate	Monthly Equivalent	Years of Service
420A	\$ 42,931	\$ 1,651.20	\$ 14.74	\$ 20.64	\$ 3,578	0-1
420B	\$ 44,450	\$ 1,709.60	\$ 15.26	\$ 21.37	\$ 3,704	1-2
420C	\$ 46,634	\$ 1,793.60	\$ 16.01	\$ 22.42	\$ 3,886	2-3
420D	\$ 48,922	\$ 1,881.60	\$ 16.80	\$ 23.52	\$ 4,077	3-4
420E	\$ 51,355	\$ 1,975.20	\$ 17.64	\$ 24.69	\$ 4,280	4-5
420F	\$ 53,810	\$ 2,069.60	\$ 18.48	\$ 25.87	\$ 4,484	5-6
420G	\$ 56,614	\$ 2,177.48	\$ 19.44	\$ 27.22	\$ 4,718	6-7
420H	\$ 59,610	\$ 2,292.68	\$ 20.47	\$ 28.66	\$ 4,967	7-8
420I	\$ 62,771	\$ 2,414.28	\$ 21.56	\$ 30.18	\$ 5,231	8-9
420J	\$ 66,058	\$ 2,540.68	\$ 22.68	\$ 31.76	\$ 5,505	9-10
420K	\$ 66,441	\$ 2,555.42	\$ 22.82	\$ 31.94	\$ 5,537	10-16
420L	\$ 66,803	\$ 2,569.35	\$ 22.94	\$ 32.12	\$ 5,567	16-20
420M	\$ 67,228	\$ 2,585.70	\$ 23.09	\$ 32.32	\$ 5,602	20 or more

APPENDIX B 4 – Fire Captain Wage Table with 1.5% Suspension

GRADE 901 - FIRE CAPTAIN

	Bi-Weekly Pay	Service
Top Level	\$ 2,914.81	12 months +
Level 2	\$ 2,809.22	6-12 Months
Level 1	\$ 2,692.60	0-6 Months

ATTACHMENT 1 – COLLECTIVE
BARGAINING RESOLUTION

Resolution 5 of 2009

Collective Bargaining and Employee Representation Joint Resolution

Adopting a joint resolution recognizing Salt Lake City's existing relationship with the American Federation of State, County and Municipal Employees, Local 1004, AFL-CIO ("AFSCME"); the International Association of Firefighters Local 1645, AFL-CIO ("IAFF"); and the Salt Lake Police Association, International Union of Police Associations, Local 75, AFL-CIO ("SLPA"), authorizing the continuation of those relationships, recognizing the role collective bargaining plays in those relationships and establishing the guidelines for collective bargaining.

WHEREAS, Utah law allows Salt Lake City to establish rules and regulations which are not inconsistent with Utah law; and

WHEREAS, the residents of Salt Lake City are entitled to the orderly and uninterrupted operations of their government; and

WHEREAS, the City has committed to: engage employees in training and career development; engage employees in organizational improvements; provide a fair, respectful, cooperative, and safe work environment; ensure accountability of employees, supervisors, and managers; celebrate success and achievement with City employees; and support employees' work/life balance; and

WHEREAS, discussions with employees related to the terms and conditions of their employment will enable City management to increase productivity, fiscal stability and ensure a high level of employee morale; and

WHEREAS, the Salt Lake City Council and the Salt Lake City Mayor agree that it is in the best interest of Salt Lake City and its employees to allow certain groups of employees to collectively bargain; and

WHEREAS, collective bargaining allows Salt Lake City and its employees to jointly promote harmonious and cooperative relationships between City government and its employees, both collectively and individually; and

WHEREAS, the City has a history of successfully negotiating agreements relating to the terms and conditions of employment with the American Federation of State, County and Municipal Employees, Local 1004, AFL-CIO; the International Association of Firefighters Local

1645, AFL-CIO; and the Salt Lake Police Association, International Union of Police Associations, Local 75, AFL-CIO; and

WHEREAS, the Salt Lake City Council and the Mayor agree that this Resolution replaces the Third Amended Labor Bargaining Resolution, Resolution 41 of 1984, and will establish the outline of how to achieve these goals.

NOW, THEREFORE, it is hereby jointly declared by the Salt Lake City Council and the Salt Lake City Mayor as follows:

1. DEFINITIONS. As used in this Resolution:
 - (a) "AFSCME" means the American Federation of State, County and Municipal Employees, Local 1004, AFL-CIO.
 - (b) "CITY" means Salt Lake City, a Utah municipal corporation.
 - (c) "CONFIDENTIAL EMPLOYEE" means an employee identified by the City who has access to information relating to the City's formation, execution, administration or review of the City's bargaining positions.
 - (d) "ELIGIBLE EMPLOYEE" means any person who is employed on a full time basis by the City except for:
 - (1) Elected officials;
 - (2) An employee in the probationary period of his/her original appointment as defined by City policy;
 - (3) Any "at-will" employee;
 - (4) Any administrator, manager or supervisor who may have direct charge of an employee or any group of employees.
 - (5) Any employee assigned to the Mayor's Office;
 - (6) Any employee assigned to the City Council's Office; and
 - (7) Any employee designated by the City.
 - (e) "EMPLOYEE ORGANIZATION" means AFSCME, IAFF or SLPA.
 - (f) "EMPLOYER" means Salt Lake City Corporation.
 - (g) "EXCLUSIVE REPRESENTATIVE" or "EMPLOYEE REPRESENTATIVE UNIT" or "CERTIFIED EMPLOYEE

ORGANIZATION” means AFSCME, IAFF or SLPA (collectively “unions”).

- (h) “IAFF” means the International Association of Firefighters, Local 1645, AFL-CIO.
- (i) “IMPASSE” means a deadlock in negotiation between a union and the City over any matters required to be negotiated in this Resolution, or over the scope of the subject matter of negotiations.
- (j) “LEGISLATIVE BODY” mean the Salt Lake City Council.
- (k) “NEGOTIATION” means the good faith process by which the City and the unions meet to confer regarding wages, hours and other terms and conditions of employment, and includes the obligation to sign a document outlining the parties’ agreement.
- (l) “SLPA” means the Salt Lake Police Association, International Union of Police Associations, Local 75, AFL-CIO.
- (m) “STRIKE” means:
 - (1) The concerted failure to report for duty;
 - (2) The concerted absence of employees from their positions;
 - (3) The concerted stoppage of work;
 - (4) The concerted submission of resignations;
 - (5) The concerted abstinence, in whole or in part, by any group of employees from the full, faithful and proper performance of the duties of employment for the City for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment, including sick calls, sick-outs, slow-downs or any other concerted interference with services provided by the City; or
 - (6) The collective concerted withholding of services or the performance of duties by any person pending the signing of contracts, including those persons who are customarily employed on a yearly contract basis.
- (n) “TERMS AND CONDITIONS OF EMPLOYMENT” means wages, salaries, working conditions, hours and benefits except as specifically modified in this Resolution.

2. CITY RIGHTS AND OBLIGATIONS.

- (a) The City has the exclusive right to determine the mission of each of its departments, boards and commissions, consistent with Utah statutes, City ordinances and the provisions of this Resolution, and to set standards of service to be offered to the public, and to exercise control and discretion over its organization and operation.
- (b) It is the exclusive right of the City to:
 - (1) Hire and direct its employees;
 - (2) Classify its employees for compensation purposes;
 - (3) Take disciplinary action for proper cause;
 - (4) Relieve its employees from duty because of lack of work, funds or other legitimate reason;
 - (5) Maintain the efficiency of its governmental operation;
 - (6) Determine the method, means and personnel by which the City's operations are to be conducted; and
 - (7) Take whatever actions the City deems necessary to carry out its responsibilities in situations of an emergency.
- (c) The City intends to:
 - (1) Negotiate in good faith with the unions;
 - (2) Compensate its employees in a fiscally responsible manner;
 - (3) Provide, subject to the availability of funds:
 - (i) appropriate training to union officers, board members and stewards;
 - (ii) appropriate labor management committees and processes; and
 - (iii) paid time for each union's officers, board members and stewards to conduct appropriate union business.

- (4) Meet and confer with a union prior to making a decision to privatize any City function which would impact any employee represented by a union;
- (5) Meet and confer with a union prior to designating an employee as ineligible for union representation; and
- (6) Notify the appropriate union prior to reclassifying an employee's position in a manner which makes the employee ineligible for further union representation.

3. EMPLOYEE RIGHTS.

- (a) Eligible employees have the right to form, join and participate in union activities for the purpose of representation on all matters of employee relations described in this Resolution.
- (b) City employees have the right to refuse to join or participate in any union activity and have the right to represent themselves individually in their employment relations with the City.
- (c) An eligible employee has the right to not participate in any and all union activities. No union shall coerce an eligible employee into joining, participating, assisting, supporting or in any other way contributing to the success or operation of a union. No eligible employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise, or refusal to exercise, any of the rights contained in this Resolution.
- (d) This Resolution shall not prevent any employee:
 - (1) From bringing personal concerns to City officials' attention;
 - (2) From acting in his/her own behalf or choosing her/his own representative in a grievance or judicial action; or
 - (3) From enjoying without discrimination, all employment rights and benefits granted by the City.

4. COLLECTIVE BARGAINING REPRESENTATION BY AFSCME OF ELIGIBLE EMPLOYEES.

- (a) Employees currently classified as "100 series" employees may choose to decertify AFSCME for the purpose of collectively bargaining on their behalf if over 66% of all eligible employees casting votes vote for decertification.

- (b) The City will designate employees who are not currently classified in the 100 series who may choose to be represented by AFSCME for the purpose of collectively bargaining if over 50% of all such employees vote for such representation. No supervisory employee or employee otherwise ineligible for union membership shall be included in any such designation.

5. COLLECTIVE BARGAINING REPRESENTATION BY IAFF OF ELIGIBLE EMPLOYEES.

- (a) Employees currently classified as "400 series" employees may choose to decertify IAFF for the purpose of collectively bargaining on their behalf if over 66% of all eligible employees casting votes vote for decertification.
- (b) Employees currently classified as "Fire Captains" may choose to be represented by IAFF for the purpose of collectively bargaining if over 50% of all such employees vote for such representation.

6. COLLECTIVE BARGAINING REPRESENTATION BY SLPA OF ELIGIBLE EMPLOYEES.

- (a) Employees currently classified as "500 series" employees may choose to decertify SLPA for the purpose of collectively bargaining on their behalf if over 66% of all eligible employees casting votes vote for decertification.
- (b) Employees currently classified as "Police Sergeants" may choose to be represented by SLPA for the purpose of collectively bargaining if over 50% of all such employees vote for such representation.

7. REPRESENTATION OF EMPLOYEE GROUPS WHO CHOOSE NOT TO BE REPRESENTED BY AFSCME, IAFF OR SLPA.

If employees in any group outlined in paragraphs 4-6 vote not to be represented by AFSCME, IAFF or SLPA for the purpose of collectively bargaining, they shall not be represented by the applicable union for the purpose of collectively bargaining. The City will meet and confer with any such group to discuss their future representation related to the terms and conditions of their employment.

8. REPRESENTATION OF OTHER EMPLOYEE GROUPS.

Each City department head shall represent their department's employees who are not eligible to be represented by one of the recognized unions during the City's annual compensation plan development process.

9. EXCLUDED EMPLOYEES.

The City shall annually provide each union a list of supervisory, confidential and elected employees. The City will not enter into a Memorandum of Understanding with any union which represents or bargains for an individual on the list.

10. ELECTION AND BALLOTING PROCEDURE.

- (a) The City, in a form approved by the City Attorney, will issue ballots to employees eligible to vote in any election under this Resolution.
- (b) The City will provide to each eligible employee a blank envelope into which the employee shall place a sealed ballot envelope and concise voting instructions prepared by the City Attorney. Each eligible employee is responsible for sealing the marked ballot, writing his/her name on the blank envelope, signing the blank envelope and returning the blank envelope and the ballot envelope to the City Recorder or designee.
- (c) Ballots must be received by the Recorder within fourteen (14) calendar days from the date the ballots are made available. The City Recorder will be responsible for: i) verifying the name appearing on the blank envelope by comparing the name against a list of eligible employees prepared by the City; ii) separating the ballot envelopes from the blank envelopes in a way to ensure the anonymity of each voter; and, iii) tabulating the ballot returns and reporting the election results to the Mayor and City Council. Each group shall be allowed to designate a representative to observe the ballot tabulation.

11. CITY BARGAINING TEAM; DISCUSSIONS THROUGH NEGOTIATIONS.

The Mayor will provide the unions the name of the City's chief negotiator at least five (5) months prior to the expiration of any agreement with the union. The chief negotiator will represent the City in all bargaining and labor negotiations pursuant to the terms of this Resolution. All proposals and negotiations with and by the unions shall be handled by the chief negotiator who shall report and be directly responsible to the Mayor.

12. GOOD FAITH NEGOTIATIONS; MEMORANDUM OF UNDERSTANDING.

- (a) The City's chief negotiator and union representatives will meet to negotiate in good faith issues related to wages, hours and other terms and conditions of employment. The City's chief negotiator and the unions will fully consider any proposals presented during negotiations. The City's chief negotiator and the unions will:

- (1) Submit proposals related to wages, hours and other terms and conditions of employment no later than two (2) weeks prior to the agreed upon date for negotiations to begin;
- (2) Attempt to reach agreement prior to the submission of a budget by the Mayor to the City Council; and
- (3) Jointly discuss employees' compensation issues prior to negotiations in an effort to foster better communication concerning the City's budget process, the impact that process has on employee's compensation, and the methods of determining employees' compensation. The City's chief negotiator and the unions will not use this process to avoid their obligation to negotiate.

Provided, however, the scope of bargaining shall be restricted and shall not include those subjects which the City has no authority to change and shall not infringe on the City's Rights outlined in Paragraph 2 of this Resolution. Negotiations will not include any issues already provided for by Utah law and/or City Ordinance related to the Civil Service or Merit Systems.

- (b) If the City's chief negotiator and a union reach an agreement, they will jointly prepare a written Memorandum of Understanding containing the terms of their agreement. A Memorandum of Understanding is a joint recommendation which the City's chief negotiator and the union will provide to the Mayor no later than May 15, or at a later date in the event negotiations are reopened. If the City's chief negotiator and a union are unable to reach agreement on a Memorandum of Understanding, the City shall implement a one-year compensation plan for the affected work group and/or approve a one-year extension of the existing Memorandum of Understanding.
- (c) The Memorandum of Understanding will not be binding upon the parties, either in whole or in part, until a majority of the members of the applicable union have ratified the Memorandum of Understanding by a majority vote, and until the City Council:
 - (1) Acts by majority vote to approve the Memorandum of Understanding;
 - (2) Enacts ordinances or makes other changes required to implement the Memorandum of Understanding;

- (3) Appropriates the funds required to implement the Memorandum of Understanding which requires funding for each year of its existence.
- (d) After the execution of the Memorandum of Understanding and while the Memorandum of Understanding is pending before the City Council for action, neither the Recognized Employee Organization or their individual members, nor the Mayor shall appear before the City Council or its members, to advocate for any amendment, addition or deletion to the terms and conditions of the Memorandum of Understanding's agreed upon language.
- (e) All Memorandum of Understanding must contain a provision prohibiting strikes or lock-outs. Each Memorandum of Understanding shall have a term of at least one year. It is expressly understood that no Memoranda of Understanding may or can bind succeeding Mayors or Councils.
- (f) A Memorandum of Understanding will be enforceable when entered into in accordance with the provisions of this Resolution. No publication of it shall be required to make it effective.
- (g) Nothing in a Memorandum of Understanding shall prevent the City and a union from identifying and discussing issues related to the terms and conditions of employees' employment during the term of an existing Memorandum of Understanding.

13. CLOSED DOOR NEGOTIATIONS.

Collective bargaining meetings and negotiations between the City and unions and any deliberations of mediators shall be considered private and may be conducted in closed door or executive sessions, without the right of the public to be present, if the parties to the negotiations so decide.

14. RESOLUTION OF IMPASSES.

- (a) If the City's chief negotiator and the unions are unable to reach an agreement by May 15, either party may declare that an impasse exists and the matter shall be submitted to the Mayor and the City Council for resolution.
- (b) Nothing in this Resolution will preclude the City's chief negotiator or a union from jointly requesting the services of an outside mediator. The costs associated with any outside mediator shall be equally borne by the City and the union making the request.

- (c) If the City's chief negotiator and a union reach impasse on any issue related to compensation, the City and/or the applicable union may discuss the issue directly with the Mayor and/or City Council.

15. PROCEDURAL RIGHTS.

The City shall have the right to promulgate rules and regulations governing union activity, including procedures for meeting with management, use of bulletin boards and other publicly owned facilities, and the solicitation of membership during business hours.

16. COURT DECLARATION.

Should any court declare any provision of this Resolution void, invalid, illegal or unconstitutional, the whole Resolution shall be deemed rescinded, repealed and of no effect.

17. UNFAIR LABOR PRACTICES.

- (a) Utah law prohibits the City, its representatives or agents from:
 - (1) Restraining or coercing or interfering with any employee in the exercise of rights guaranteed under this Resolution;
 - (2) Discriminating against one employee organization in favor of another employee organization;
 - (3) Discharging or otherwise discriminating against any employee with reference to terms and conditions of employment for the purpose of encouraging or discouraging membership, support or participation in any labor organization or because the employee has signed or filed an affidavit, petition or complaint, or given any information or testimony under this Resolution;
 - (4) Refusing to negotiate in good faith with an Employee Organization designated as the exclusive representative of employees in an appropriate unit; or
 - (5) Locking out employees.
- (b) Utah law prohibits the unions, their agents or employees, and where appropriate, City employees from:
 - (1) Restraining or coercing or interfering with employees in the exercise of the rights guaranteed under this Resolution, including but not limited to, attempting to cause the City to discriminate

against an employee in violation of such employee's rights under this Resolution or other applicable law;

- (2) Restraining or coercing the City in the selection of a representative for purposes of collective bargaining or the adjustment of grievances;
 - (3) Refusing to negotiate in good faith with the City, if the organization has been designated the exclusive representative of a group of employees; or
 - (4) Engaging in a strike, or encouraging, aiding or abetting any City employee to engage in any strike, which are in addition to being prohibited, are declared to be illegal.
- (c) Every union and its officers and agents shall have an affirmative duty to take immediate, appropriate and effective affirmative action to end an employee strike or work stoppage.

18. PETITION FOR DECERTIFICATION.

The City Council, the Mayor, or any employee, or group of employees, represented by AFSCME, IAFF or SLPA may file a petition alleging that the applicable union no longer represents the interests of a majority of the employees eligible for representation by the applicable union. The petition must contain: i) a statement outlining the basis for the petition; ii) a declaration by the person signing it that its contents are true and correct; and, iii) the signature of the person or persons filing the petition. The original and two (2) copies of the petition shall be filed with the City Recorder.

19. NOTICE AND HEARING ON PETITION.

- (a) No later than ten calendar days after the City Recorder receives a petition for decertification, the City shall provide a copy to the union named in the petition.
- (b) If the City determines that the petition meets the requirements of this Resolution, it will require a public hearing be held to discuss the petition. The City will provide the petitioner and the affected union at least fourteen (14) calendar days written notice of the time and place of the hearing.
- (c) If the decertification petition was filed by the Mayor, the City Council, or designated representative, may conduct a prehearing conference with the petitioner and the affected union prior to a hearing in order to clarify any

issues to be addressed at the hearing and to set a date for the public hearing on the petition.

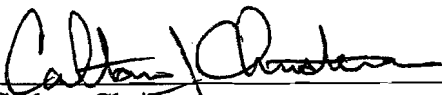
- (d) If the decertification petition was filed by the City Council, the Mayor, or designated representative, may conduct a prehearing conference with the petitioner and the affected union prior to a hearing in order to clarify any issues to be addressed at the hearing and to set a date for the public hearing on the petition.
- (e) If the decertification petition was filed by an employee or group of employees, the Mayor, or designated representative, may conduct a prehearing conference with the petitioner(s) and the affected union prior to a hearing in order to clarify any issues to be addressed at the hearing and to set a date for the public hearing on the petition.
- (f) Any hearing held pursuant to this Resolution will be limited to the issues outlined in the petition.
- (g) The City Council or the Mayor shall have the discretion to determine the issues or matters outlined in the petition which will be discussed at the public hearing.
- (h) The City Council or the Mayor may determine majority representation status by holding a vote of the employees eligible to be represented by the applicable union.
- (i) The City Council or the Mayor shall issue a written decision addressing the petition no later than 30 calendar day after the public hearing on the petition.

20. TERM.

Prior to March 31, 2011, the Mayor or designee and the unions shall meet and confer to discuss any modifications to the Resolution's terms and jointly report the results of such meeting to the City Council no later than April 1, 2011.

Passed by the City Council of Salt Lake City, Utah, this 13 day of

January, 2009.



Carlton Christensen
CHAIR

ATTEST:

Christine Neeker
CITY RECORDER

Transmitted to Mayor on the 13 day of January, 2009.



ATTEST:

Christine Neeker
CITY RECORDER

Ralph Becker
Ralph Becker
Mayor

APPROVED AS TO FORM:

[Signature]
Senior City Attorney



RECEIVED JUN 05 2009

Fire Union Contract Changes

July 1, 2009 – June 30, 2010

*Added language to include Fire Captains
 Unit Employees changed to Eligible Employees
 Union is now referred to Local 1645
 Fire Department referred to as SLCFD
 Clean up language throughout document*

Article Number	Current Contract Language	New Contract Language
Article I – Authority	The CITY and the UNION have negotiated this MEMORANDUM pursuant to and consistent with the CITY's Labor Bargaining Resolution of November 16, 1977 ("the Resolution"), as amended on April 10, 1984, to provide fair compensation for 400 Series employees to prevent work interruptions, to promote efficient operations of the CITY, to promote safe operations in the Fire Department, and to provide an orderly and prompt method of handling grievances.	The Resolution authorizes the City and Local 1645 to negotiate an MOU to provide fair compensation for eligible employees, to prevent work interruptions, to promote efficient operations of the City, to promote safe operations in the SLCFD, and to provide an orderly and prompt method of handling grievances.
Article II - Recognition	The CITY recognizes the UNION as the exclusive bargaining agent for full-time employees in the Fire Department Unit ("UNIT"), as determined by the Resolution and within the policies adopted by the Mayor, for the purpose of negotiating wages, hours, and other conditions of employment for said UNIT employees.	The City recognizes Local 1645 as the exclusive bargaining agent for full-time eligible employees in the SLCFD for the purpose of negotiating their wages, hours, and other conditions of employment

Article Number	Current Contract Language	New Contract Language
<p>Article III – Rights and Obligations</p>	<p>A. Management Rights</p> <p>The CITY retains the exclusive right to manage all phases of its operations and to direct UNIT employees except as specifically modified, delegated, or relinquished under the terms of this MEMORANDUM.</p> <p>B. No-Strike Clause</p> <p>Neither the UNION nor any employee of the UNIT shall promote, sponsor, engage in or encourage, directly or indirectly, any strike, slowdown, interruption of operations, absence from work upon any pretext or excuse, sickout, withholding of services, interference with services provided by the CITY, or any other interruption of the CITY's operations during the term of this MEMORANDUM, and the UNION will use efforts to induce all employees covered by this MEMORANDUM to comply with this Section.</p> <p>D. Employee Rights</p> <p>UNIT employees shall have the right to join and participate in the activities of the UNION for the purpose of representation on matters of employee relations subject to the Resolution or to refuse to join or participate in such activities and shall have the right to represent themselves individually in their employment relations with the CITY. UNIT</p>	<p>A. Management Rights and Declaration</p> <p>Except as specifically changed by the terms of this MOU, the City retains the exclusive right to decide how to manage its employees and to direct its operations.</p> <p><i>(New)</i> SLCFD is committed to apply NFPA 1710, OSHA and applicable Standard of Cover guidelines related to the safe and effective response to emergency scenes and will evaluate and improve service delivery within Salt Lake City with these standards in mind</p> <p>B. No-Strike Clause</p> <p>Local 1645 and eligible employees in the SLCFD are prohibited from promoting, sponsoring, engaging in or encouraging, directly or indirectly, any strike, slowdown, interruption of operations, absence from work upon any pretext or excuse, sickout, withholding of services, interference with services provided by the City, or any other interruption of the City's operations and Local 1645 will use its best efforts to encourage all employees covered by this MOU to comply with this section.</p> <p>D. Employee Rights</p> <p>Eligible employees have the right to join and participate in Local 1645's activities for representation purposes or to refuse to join or participate in Local 1645's activities. Eligible employees also have the right to represent themselves individually in their employment relations with the City. Local 1645 agrees it will not restrain or coerce any eligible employee from exercising their rights. The City and Local 1645 agree they will not discriminate against any eligible</p>

Article Number	Current Contract Language	New Contract Language
<p>Article III – Rights and Obligations, Cont.</p>	<p>employees shall be free from any and all restraint or coercion in the exercise of their rights and shall not be discriminated against by the CITY or the UNION because of membership or non-membership.</p> <p>Formerly Under Article XIX – Union Business – Has been moved to Article III Rights and Obligations.</p> <p>It is agreed that internal UNION business such as soliciting membership, collecting dues, electing officers, membership meetings, observing grievance proceedings and posting and distributing literature will be conducted on an employee's personal time and so as not to interfere with UNIT operations, with the sole exception of the following:</p> <p>Elected UNION officers shall be allowed a reasonable period during working hours to attend UNION meetings or participate in other UNION business as necessary. Notice of such meeting shall be provided to the Chief or designee by the UNION president as soon as possible, but not less than twenty-four (24) hours in advance of such meeting.</p> <p>Employees designated as official delegates to UNION conferences and conventions shall be allowed time off, with pay, for the purpose of attending such conferences and conventions, which time off shall not exceed more than two (2) employees per shift nor more than a total of twelve (12) working shifts (or additional shifts as approved by the Fire Chief or designee) per year of the aggregate of all such employees. Notice of such conferences shall be given to the Chief or designee by the UNION president</p>	<p>employee based upon membership or non-membership in Local 1645.</p> <p>Except in an emergency declared pursuant to State or City law, no eligible employee will be required to perform law enforcement duties, except for arson investigations and fire prevention duties, or any other duty or work normally performed by another City department.</p> <p>F. Union Business (moved from Article XIX Union Business)</p> <p>Local 1645 business such as soliciting membership, collecting dues, electing officers, membership meetings, observing grievance proceedings and posting and distributing literature will be conducted on an employee's personal time and will not interfere with SLCFD operations, except as follows:</p> <p>Elected Local 1645 officers will be allowed a reasonable period during working hours to attend Local 1645 meetings or participate in other Local 1645 business as necessary. The officer will provide the Chief or designee notice as soon as possible, but not less than twenty-four (24) hours in advance of such meeting.</p> <p>Employees designated as official delegates to Local 1645 conferences and conventions will receive paid time off to attend conferences and conventions. This time off will not exceed more than two (2) employees per shift or more than a total of twenty-four (24) working shifts (or additional shifts as approved by the Fire Chief or designee) per year of the aggregate of all such employees. Local 1645's President will notify the Chief or designee of any request to attend a conference as soon as possible, but no less than thirty (30) days prior to the conference. The employee involved will receive permission before attending the conference. Time off under this clause will not be counted as work time for the purpose of computing overtime.</p> <p>SLCFD agrees to provide Local 1645's President a reasonable amount of time to assist in the administration of the MOU.</p>

Article Number	Current Contract Language	New Contract Language
<p>Article III – Rights and Obligations, Cont.</p>	<p>requesting leave hereunder as soon as possible, but no less than thirty (30) days prior to such conference. Time off under this clause will not be counted as work time for the purpose of computing overtime.</p> <p>In all such cases, the employee involved will obtain prior permission from the Fire Chief or designee. The UNIT agrees to afford the IAFF Local #1645 President a reasonable amount of time to assist in the administration of the MEMORANDUM, plus an additional ten (10) shifts a year to conduct business related to the responsibilities of the Union office.</p> <p>F. Dues Deduction (Moved to G)</p> <p>The CITY agrees to deduct once each month UNION membership dues from the pay of those employees who individually request in writing such deductions and to forward all collected dues to the UNION on a monthly basis. The CITY further agrees to cease deduction of such fees upon written request by the UNIT employee. In the event a UNIT employee requests to cease deductions for UNION membership dues, the CITY will immediately notify the UNION of such request.</p> <p>The CITY will be notified by the UNION of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.</p>	<p>G. Dues Deduction (formerly F)</p> <p>The City agrees to deduct Local 1645 membership dues from an employee's pay when the employee makes a written request and forward all collected dues to the Local 1645 on a monthly basis. The City also agrees it will stop making deductions upon an employee's request. The City will notify Local 1645 of any such request.</p> <p>Local 1645 will notify the City of any change to the membership dues thirty (30) days before the effective date.</p>
<p>Article IV – Representation</p>	<p>A. Representation Rights and Obligations</p> <p>B. Employee Representation Rights</p> <ol style="list-style-type: none"> 1. An Employee may be accompanied and assisted by a representative of his or her choice at all times when subject to 	<p>A. Local 1645 Representation Rights and Obligations</p> <p>Clean up language</p> <p>B. Employee Representation Rights</p> <ol style="list-style-type: none"> 1. An eligible employee may be accompanied and assisted by a representative when subject to investigation for alleged acts of misconduct. The representative may not

Article Number	Current Contract Language	New Contract Language
<p>Article IV – Representation, Cont.</p>	<p>investigation for alleged acts of misconduct or substandard performance. The representative may not be a person subject to the same investigation.</p> <ol style="list-style-type: none"> 2. An Employee may be accompanied and assisted by a representative of his or her choice during any pre-disciplinary hearing. 3. An Employee shall be granted a reasonable amount of time to obtain such representation prior to any investigation or pre-disciplinary hearing without threat of disciplinary or other adverse employment action. 4. The Employee’s right to representation does not apply to routine, undocumented inquiry, coaching, instruction, or direction given to an Employee by his or her captain or immediate supervisor. 5. An Employee may be accompanied and assisted by a representative of his or her choice at any phase of the grievance process. 	<p>be a person subject to the same investigation.</p> <ol style="list-style-type: none"> 2. An eligible employee’s right to representation does not apply to regular employee evaluations. 3. An eligible employee’s right to representation does not apply to an inquiry, coaching, instruction, or direction given to an eligible employee by his or her immediate supervisor regardless of whether the action is documented or undocumented. 4. An eligible employee may be accompanied and assisted by a representative during any pre-disciplinary hearing or grievance process. 5. SLCFD will grant an eligible employee a reasonable amount of time to obtain representation before any disciplinary investigation without threat of disciplinary or other adverse employment action.
<p>Article V – Wage Schedule and Longevity</p>		<ul style="list-style-type: none"> • Clean up Language (New) The City and Local 1645 agree to reopen this MOU for fiscal years 2010 – 2011 and 2011 – 2012 solely to negotiate the wage schedule. <p>416 is a firefighter/specialist (engineer; haz-mat; ARFF; heavy rescue; inspector, investigator, public education specialist, Swift water rescue, AV Specialist, SCBA tech, EMT Coordinator, instructor or others as approved by the</p>

Article Number	Current Contract Language	New Contract Language
<p>Article V – Wage Schedule and Longevity, Cont.</p>	<p>Employees will advance to the next step of the applicable wage schedule on his or her anniversary date of hire.</p>	<p>department Chief).</p> <p>Eligible employees will advance to the next step of the applicable wage schedule on his or her anniversary date of hire unless the eligible employee has pending discipline or documented performance issue(s) since his or her last anniversary date. The City agrees it will not deny an eligible employee an increase without providing a written explanation for the denial and allowing the employee an opportunity to respond.</p> <p><i>(New)</i> Captains (not to exceed 2 per platoon) assigned to the Heavy Rescue Team.</p> <p><i>(New)</i> Captains (not to exceed 2 per platoon) assigned to the Haz-mat Team</p> <p><i>(New)</i> Captain (not to exceed 1 per platoon) assigned to the Swift Water Rescue Team</p> <p>Paramedics (not to exceed 3 per platoon) assigned to Fire Station 12 as ARFF,</p>
<p>Article VI – Hours of Service and Overtime</p>	<p>A. Hours of Service 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 as assigned UNIT employment locations, Therefore, the parties agree that for employees assigned to the Combat Division, 24 days shall constitute a normal work period.</p> <p>F. Temporary Assignments 2. Any UNIT employee assigned to perform duties normally assigned to a supervisory/managerial position (900 series) in the Combat Division, In Charge, will be paid a differential equal to a rate of \$1.50 per hour for each hour worked.</p>	<p><i>A. Hours of Service</i></p> <p><i>Two (2) consecutive 24 hours of duty shall constitute a normal work period for eligible employees regularly assigned to the Operations (Combat) Division.</i></p> <p>C. Overtime Compensation</p> <p><i>(New)</i> Each eligible employee shall verify that the recorded time accurately reflects the actual time worked.</p> <p>F. Temporary Assignments</p> <p>Any eligible employee assigned to perform duties normally assigned to a supervisory/managerial position <i>outside of the normal duties of those in the same rank in the Operations</i> Division, In Charge, will be paid a differential equal to a rate of \$1.50 per hour for each hour worked.</p> <p>Any eligible employee not assigned to the <i>Operations</i></p>

Article Number	Current Contract Language	New Contract Language
<p>Article VI – Hours of Service and Overtime, Cont.</p>	<p>3. Any Unit employee not assigned to the Combat Division, who is assigned to perform duties normally assigned to a supervisory/managerial position (900 series) not in the Combat Division, In Charge, will be paid a differential equal to a rate of \$1.50 per hour for each hour worked. Such pay differential shall not be effective until the employee has worked. Such pay differential shall not be effective until the employee has worked out of classification for five consecutive working days (regularly scheduled work week). At that time the hourly rate shall be effective back to the first day worked out of class. Attempts to avoid the intent of this paragraph shall be discouraged.</p>	<p>Division, who is assigned to perform duties normally assigned to a supervisory/managerial position not in the Operations Division, In Charge, will be paid a differential equal to a rate of \$1.50 per hour for each hour worked. An eligible employee required to work out of his or her job classification in a supervisory or managerial position not assigned to Operations (Combat) Division will receive an additional One Dollar (\$1.50) per hour for each working day or shift. Attempts to avoid the intent of this paragraph shall be discouraged.</p>
<p>Article IX – Sick Leave and Hospitalization</p>		<p><i>(New)</i> An eligible employee on Plan A will be allowed to convert to Plan B during the 2009 City wide conversion window. The City and Local 1645 agree to jointly discuss the terms of any conversion before opening the conversion window.</p> <p><i>(New)</i> The City and Local 1645 agree to jointly discuss changes to Plan A. The City and Local 1645 agree to make a recommendation(s) to the Mayor no later than March 1, 2010 on any recommended changes.</p> <p>G. Retirement Benefits (Plan "A")</p> <p><i>(New)</i> Captains 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.</p> <p><i>(New)</i> In lieu of the above, Full-Time eligible Captains may elect in writing to convert the sick leave privilege provided above to pay for health insurance premiums. 50% of the sick leave hours available at retirement may be converted to</p>

Article Number	Current Contract Language	New Contract Language
<p>Article IX – Sick Leave and Hospitalization, Cont.</p>		<p>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.</p>
<p>Article X – Leaves of Absence</p>	<p>A. Bereavement Leave</p> <p>1. In the event of death in any of these instances, an employee will be paid his/her regular pay for scheduled work time from the time of death through the day of the funeral; however, no such leave shall be permitted to extend more than five (5) consecutive calendar days after the date of death. An employees will be permitted one additional day (1/2 shift) of funeral leave, on the day following the funeral, if the funeral or burial is held more than 150 miles distance from Salt Lake City and if the day following the funeral or burial is a normal working day.</p> <p>F. Dependent Leave (Plan "A")</p> <p>2. b. For dependent leave used for an</p>	<p>A. Bereavement Leave</p> <p>In the event of death in any of these instances, an employee will be paid his/her regular pay for five (5) consecutive days or two (2) shifts of scheduled work time including the time of death or include the memorial service.</p> <p>B. Family Medical Leave Act (FMLA) <i>(Moved From Article IX Sick Leave and Hospitalization Benefits):</i></p> <p>Benefits in this article continue income to SLCFD 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. SLCFD employees may access a complete copy of the City's FMLA policy on the City's intranet or may request a copy from the City's Division of Human Resource. The City requires all SLCFD 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 MOU.</p> <p>F. Dependent Leave (Plan "A")</p> <p>2. b. For dependent leave used for an FMLA qualifying event, the SLCFD employee shall be entitled to use as depend leave</p>

Article Number	Current Contract Language	New Contract Language
<p>Article X – Leaves of Absence, Cont.</p>	<p>FMLA-qualifying event, the UNIT employee shall be entitled to use as dependent leave accumulated and available unused sick leave. For non-FMLA-qualifying events, the UNIT employee shall be entitled to use a maximum of three (3) shifts per calendar year for Combat Division personnel or five (5) days for UNIT employees who regularly perform day work.</p> <p>D. Pay while on Military Duty <i>(formerly C.)</i></p> <p><i>(Removed):</i> This leave shall be in addition to annual vacation leave with pay. UNIT employees who provide documentation to the City indicating that their military unit does not participate in an annual exercise, but instead requires military active duty on a periodic basis throughout the year, shall be allowed full pay for all time not in excess of ninety (90) hours for those on a day work schedule or six (6) shifts/144 hours for those on a combat crew, per year spent in such military duty.</p> <p>G. Dependent Leave (Plan "A")</p> <ol style="list-style-type: none"> 1. Under Plan "A," dependent leave may be requested for the following FMLA-qualifying reasons: <ol style="list-style-type: none"> a. Becoming a parent through birth or adoption of a child or children. b. Placement of a foster child in 	<p>accumulated and available unused sick leave.</p> <p><i>(Unnecessary language removed):</i> For non-FMLA-qualifying events, the UNIT employee shall be entitled to use a maximum of three (3) shifts per calendar year for Combat Division personnel or five (5) days for UNIT employees who regularly perform day work.</p> <p>B. Leave of Absence of Employees who enter Military Service</p> <p><i>(Unnecessary language removed):</i> Section 39-1-36</p> <p>D. Pay While on Military Duty</p> <p><i>(New)</i> An eligible employee claiming a military benefit must provide documentation to the City demonstrating the duty.</p> <p><i>(New)</i> An eligible employee may carry over no more than 7.5 shifts of military leave each calendar year, not to exceed fifteen (15) shifts at any one time. An eligible employee will not receive any compensation for unused military leave upon separation or retirement from the City.</p> <p>G. Dependent Leave (Plan "A")</p> <ol style="list-style-type: none"> 1. An eligible employee may request dependent leave to care for an employee's child, spouse, or parent who is ill or injured but may not have a serious health condition (non-FMLA-qualifying event).

Article Number	Current Contract Language	New Contract Language
<p>Article X – Leaves of Absence, Cont.</p>	<p>the employee’s home.</p> <p>c. Due to the care of the employee’s child, spouse, or parent with a serious health condition.</p> <p>d. Under Plan “A,” dependent leave may also be requested by employees to care for an employee’s child, spouse, or parent who is ill or injured but does not have a serious health condition (non-FMLA-qualifying event).</p> <p>I. Paid Personal Leave (Plan “B”)</p> <p>UNIT employees hired on or after November 16, 1997, shall be covered by Plan B. New UNIT employees hired between the beginning of the plan year through April will receive 40 hours or 2.5 shifts of leave time.</p> <p>2. City Contribution</p> <p>Unit employees may not carry over more than 80 hours (or five shifts for combat personnel) of personal leave to the next plan year, which begins the second pay period of November.</p>	<p>I. Paid Personal Leave (Plan “B”)</p> <p>Eligible employees covered by Plan B and new eligible employees hired between the beginning of the plan year through April will receive 40 hours or 2.5 shifts of leave time.</p> <p>1. <u>Amount of Paid Personal Leave</u></p> <p>An eligible employee under Plan B shall be awarded his or her personal leave on: <i>(Added dates below):</i></p> <ul style="list-style-type: none"> • 2009: November 15, 2009 first date of available use December 11, 2009 • 2010: November 14, 2010 first date of available use December 10, 2010 • 2011: November 13, 2011 first date of available use December 9, 2011 <p>2. City Contribution</p> <p>Eligible employees may not carry over more than 112 hours or seven (7) shifts for combat personnel of personal leave to the next plan year, which begins the second pay period of November.</p>

Article Number	Current Contract Language	New Contract Language
<p>Article XI Additional Allowances</p>	<p>B. Educational Incentive Pay</p> <p>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.</p> <p>E. Mileage Allowance</p> <p>Employees who are authorized to use and who do use privately owned automobiles for official CITY business shall be reimbursed for their operation expenses of said automobiles at the rate set by CITY Policy 2.01.02, Section 3. Reimbursement forms must be submitted at least annually, for accounting reasons.</p>	<p>B. Educational Incentive Pay</p> <p>No eligible employee shall be compensated for an educational degree which qualifies the eligible employee for his or her position of employment; or for any degree which is not specifically related to the eligible employee's actual employment duties.</p> <p>E. Mileage Allowance</p> <p>Eligible employees who are authorized to use and who do use privately owned automobiles for official City business shall be reimbursed for their operation expenses as allowed by City policy. Reimbursement forms must be submitted at least annually, for accounting reasons.</p>
<p>Article XV – Standing Committees</p>	<p>A. Executive Committee B. Safety Committee</p> <p>D. Bid Committee</p> <p>There shall be established a bid committee with composition and functions as specified by the Fire Chief. The Chief of the UNIT or his delegated subordinate officer may assign apparatus, resources, or personnel, as they deem appropriate for the performance of the UNIT's mission. In an effort to provide a fair and equitable way of assigning personnel to positions within the UNIT, a bid procedure allowing members of the UNIT to express a preference for work assignments is instituted. Bid positions shall be let based upon openings for UNIT employees and all promotable positions.</p> <p>The UNION will by July 1 of each year submit in writing proposed rules for a bid</p>	<p><i>(Changed to):</i> A. Labor Management Committee</p> <p><i>(Changed to):</i> B. Safety & Wellness Committee <i>(Moved G. Fitness and Wellness under this committee)</i></p> <p>D. Bid Committee</p> <p>The bid committee will consist of one eligible employee from each of the following classifications: Captain, Engineer, Paramedic, ARFF, HRT, Swift Water Rescue, Haz-Mat. Committee members will be selected by the Labor Management Committee and the Chair of the Committee will rotate through each of the classifications on an annual basis.</p> <p>The Chief of the SLCFD or his delegated subordinate officer may assign apparatus, resources, or personnel, as they deem appropriate for the performance of the SLCFD's mission. In an effort to provide a fair and equitable way of assigning personnel to positions within the SLCFD, a bid procedure allowing members of the SLCFD to express a preference for work assignments is instituted. Bid positions shall be based upon openings for eligible employees and all promotable positions.</p>

Article Number	Current Contract Language	New Contract Language
	<p>procedure to the Chief for review and/or approval, keeping in mind the above needs and mission of the UNIT.</p> <p>The UNION will be notified at least 30 days prior to changes in bid procedure rules.</p>	<p>By May 1 of each year, the Bid Committee will submit in writing proposed rules for a bid procedure to the Labor Management Committee.</p> <p><i>(New):</i> G. Shift Schedule Committee</p> <p>The Shift Scheduling Committee will monitor and evaluate the benefits and risks associated with SLCFD shift schedules. Local 1645 and the City agree to a limited reopener to address any issues regarding the 24 month trial period concerning the 48/96 shift schedule.</p> <p>The Committee will be made up of three (3) members to be chosen by the Local 1645, three (3) to be chosen by the Fire Department, and one member who will be the Risk Management Director for the City. This Committee will meet as needed.</p>
<p>Article XVI Grievance Procedure</p>		<p><i>(Moved to):</i> Article XVII – Grievance Procedure</p>
<p>Article XVII Procedural Rights</p>		<p><i>(Moved to):</i> Article XVI Procedural Rights</p>
<p>Article XXI – Layoffs</p>	<p>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 reassignment of duty in other departments.</p> <p>Whenever layoffs are necessary, emergency, temporary, probationary, and hourly employees performing essentially the same duties as the aforesaid work activities or functions being reduced shall be laid off first.</p> <p>UNIT employees shall be the last to be laid off in inverse order of the length of service of employees in the same job classification performing the same job functions and duties.</p>	<p>Whenever it is necessary to reduce the number of eligible employee in SLCFD because of lack of work or lack of funds, the City will first lay off probationary employees. If further layoffs are necessary, eligible employees will be laid off in inverse order of departmental seniority and rehired pursuant to the Rules established by the Salt Lake City Civil Service Commission.</p>

Article Number	Current Contract Language	New Contract Language
Article XXI – Layoffs, Cont.	<p>UNIT employees designated for layoff or actually laid off shall move into a vacant equal or lower classification job position, wherever situated in the CITY, for which the employee is qualified. Vacant means that the Division of Human Resource Management has received a request to fill a position. Equal or lower classified means that the maximum salary for the vacant position shall be less than or equal to the maximum salary for the position being laid off. Said employee, within the CITY department in which the layoff occurred, may also bump less senior, full-time salaried temporary or probationary personnel (in a job position and function previously and actually held by said laid off employee) for a position said employee is currently qualified and able to perform as determined by the Division of Human Resource Management.</p> <p>UNIT employees who have been laid-off shall have rights for a one-year period to placement in any vacant job that is at an equal or lower classification where they meet minimum qualifications. Minimum qualifications on laid off job positions shall remain unchanged for the same one year period not restricting changes for bona fide business and operational purposes.</p> <p>A re-employment list shall be established in the Division of Human Resource Management to facilitate the placement of any reduced in force employees.</p>	
Article XXIII – Term of Memorandum		Updated the dates in MOU
(New): Article XXVI – Fiscal Year 2010 Economic Crisis		Due to the current economic crisis, the City will suspend payment of one and one half percentage (1.5%) of the wages set forth in Appendix "A" beginning July 1, 2009 and ending no later than June 30, 2010. (Appendix "B" reflects

Article Number	Current Contract Language	New Contract Language
<p>Article XXVI – Fiscal Year 2010 Economic Crisis, Cont.</p>		<p>the suspension.)</p> <p>The City will also suspend payment of merit increases beginning July 1, 2009 and ending no later than June 30, 2010.</p> <p>The City agrees it will review the suspensions and their impact each quarter during fiscal year 2010 to determine if it can reinstate the suspended amounts.</p> <p>In exchange for these suspensions, the City will provide each Operations eligible employee an additional one shift of holiday time from July 1, 2009 to December 31, 2009 and another one shift of holiday time from January 1, 2010 to June 30, 2010.</p> <p>In exchange for these suspensions, the City will provide each eligible employee working a day shift one additional personal holiday each quarter of fiscal year 2010 for a total of four additional personal holidays.</p> <p>An eligible employee's supervisor will either grant or deny a written request to use this time no more than five (5) working days after receiving the request</p> <p>An operations eligible employee not using the holiday shifts during the time period they are provided will not be allowed to use this holiday shift. The two holiday shifts will not be included when computing overtime during the week they are taken.</p> <p>An eligible employee working a day shift must take the personal holiday during the quarter it is provided. An eligible employee not taking the personal holiday during the quarter it is provided will lose that personal holiday. These four personal holidays will not be included when computing overtime during the week they are taken.</p>

SALT LAKE CITY ORDINANCE
No. _____ of 2009

(Approving a Memorandum of Understanding
between Salt Lake City Corporation and the Salt Lake Police Association, Local 75 (SLPA)
representing the "500 Series City Employees and Police Sergeants")

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN SALT LAKE CITY CORPORATION AND THE SALT LAKE POLICE
ASSOCIATION, LOCAL 75 (SLPA) REPRESENTING THE "500 SERIES CITY
EMPLOYEES AND POLICE SERGEANTS", WHICH SHALL BECOME EFFECTIVE ON
PROPER RATIFICATION AND SIGNATURE.

PREAMBLE

The Salt Lake Police Association, Local 75 (SLPA) as the Certified Bargaining
Representative for the "500 Series City Employees and Police Sergeants", and the Mayor, have
agreed to a Memorandum of Understanding subject to appropriate ratification by the "500 Series
City employees and Police Sergeants" and signature of the parties.

Section 12(c) of the Collective Bargaining and Employee Representation Joint
Resolution, dated January 13, 2009, provides that no collective bargaining Memorandum of
Understanding shall be effective until the City Council approves the Memorandum of
Understanding, enacts implementing legislation and appropriates all required funds.

The attached Memorandum of Understanding is a one year agreement effective for fiscal
year 2010. The City Council has appropriated necessary funds required to implement the
provisions of the attached Memorandum of Understanding for fiscal year 2010.

Accordingly, the City Council wants to approve the attached Memorandum of
Understanding between Salt Lake City Corporation and the Salt Lake Police Association, Local

75 (SLPA) which shall become effective on ratification and signature of the parties.

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

SECTION 1. PURPOSE. The purpose of this Ordinance is to approve the attached Memorandum of Understanding which shall become effective on appropriate ratification by the "500 Series City employees and Police Sergeants" and on signature of the Mayor, as the Chief Administrative Officer for the City and the Salt Lake Police Association, Local 75 (SLPA) representing the "500 Series employees and Police Sergeants", pursuant to Section 12(c) of the Collective Bargaining and Employee Representation Joint Resolution, dated January 13, 2009.

SECTION 2. The attached Memorandum of Understanding between the City and the Salt Lake Police Association, Local 75 (SLPA) is hereby approved.

SECTION 3. AUTHORIZATION. The Mayor of Salt Lake City, Utah is hereby authorized to act in accordance with the terms and conditions of the attached Memorandum of Understanding when it is properly ratified and executed.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be deemed effective on July 1, 2009.

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

_____, 2009.

CHAIRPERSON

ATTEST:

CITY RECORDER

Transmitted to the Mayor on _____

Mayor's Action: _____ Approved _____ Vetoed

MAYOR

ATTEST:

CITY RECORDER

(SEAL)

Bill No. _____ of 2009.

Published: _____

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 4/27/09
By [Signature]

MEMORANDUM OF UNDERSTANDING

July 1, 2009 – June 30, 2010

Salt Lake City Corporation

and the

Salt Lake Police Association

International Union of Police Associations

Local 75, AFL- CIO



Salt Lake Police Association
Tom Gallegos, President
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Salt Lake City Corporation
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MEMORANDUM OF UNDERSTANDING

**Salt Lake City Corporation
and the
Salt Lake Police Association
International Union of Police Associations
Local 75, AFL- CIO**

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ATTACHMENT 1 – COLLECTIVE BARGAINING RESOLUTION57

SLC Contract No. _____

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and executed this ____ day of June 2009, by and between SALT LAKE CITY CORPORATION (the “City”) and the SALT LAKE POLICE ASSOCIATION, INTERNATIONAL UNION OF POLICE ASSOCIATIONS, Local 75, AFL-CIO (the “Association”).

WITNESSETH:

WHEREAS, the City recognized the value of collectively bargaining with the Association the terms and conditions of employment for Police Officers and Police Sergeants pursuant to the Collective Bargaining and Employee Representation Joint Resolution dated January 13, 2009 (“Resolution” attached as Attachment 1); and

WHEREAS, the City and the Association have negotiated and have reached agreement on the terms and conditions of employment for fiscal year 2010;

WHEREAS, the City and the Association recognize that this MOU does not modify the City’s authority or obligations established by the Utah Constitution and Utah statutes; and

WHEREAS, the City and the Association jointly desire to establish the wage structure, benefits and employment conditions for Salt Lake City Police Officers and Sergeants as required by the Resolution in order to promote the efficient operation of the Salt Lake City Police Department (“SLCPD”), and to provide an appropriate method of handling and processing grievances; and

WHEREAS, the City and the Association agree that this MOU entirely replaces the MOU of Understanding between the parties effective July 1, 2006;

NOW, THEREFORE, the City and the Association agree that that following outlines their joint agreement:

ARTICLE I - PRODUCTIVITY AND CONSTRUCTION OF MEMORANDUM

The City and the Association are obligated to provide municipal services in the most efficient, productive, and courteous manner. Each of this MOU’s provisions should be consistent with this obligation and do not modify the City’s or Salt Lake City Civil Service Commission’s statutory authority.

ARTICLE II - RECOGNITION

The City recognizes the Association as the exclusive representative pursuant to the Resolution for the purpose of negotiating salaries, wages, hours, and other conditions of employment for Police Officers and Police Sergeants. These rights will remain in effect until decertification of the Association or until repeal of the Resolution.

ARTICLE III - RIGHTS AND OBLIGATIONS

A. Management Prerogatives; City Employer Rights

1. The City has the exclusive right to determine SLCPD's mission.
2. The City has the exclusive right to set standards of service to be offered to the public, and to exercise control and discretion over its organization and operation.
3. The City has the exclusive right to:
 - a. hire and direct its Police Officers and Police Sergeants;
 - b. establish positions of employment and classifications for positions;
 - c. take disciplinary action for just cause;
 - d. relieve its Police Officers and Police Sergeants from duty because of lack of work or other legitimate reasons, determine the method, means and personnel by which the City conducts its operations, including but not limited to contracting out to the private sector or other agencies of government any operations, services, labor or, any other job performed by or for the City, provided, however, that the exercise of such rights does not preclude Police Officers, Police Sergeants or representatives from conferring or raising grievances about the practical consequences such decisions on these matters may have on wages, hours, or other terms and conditions of employment in an expeditious and appropriate manner; and
 - e. take whatever actions as may be necessary to carry out its responsibilities in situations of an emergency.
4. The Association recognizes the City's right to establish and/or revise performance standards to determine acceptable performance levels of Police Officers and Police Sergeants.

B. Police Officers' and Police Sergeants' Rights

1. Police Officers and Police Sergeants have the right to self-organization; to form, join, or assist employee organizations; to bargain collectively through representatives of their own choosing, according to the Resolution or any ordinance adopted in lieu of the Resolution; and to engage in concerted

activities for the purpose of collective bargaining or other mutual aid or protection. The City will not discriminate against Police Officers or Police Sergeants in any aspect of employment because of their affiliation or membership with the Association.

2. Police Officers and Police Sergeants have the right to refuse to join or participate in any activity of any employee organization and the right to represent themselves individually in their employment relations with the City. The City will not discriminate against Police Officers or Police Sergeants in any aspect of employment because of their refusal to affiliate with the Association or because of membership or affiliation with another labor organization.
3. Police Officers and Police Sergeants have the right to refrain from any and all activities with reference to an employee organization and to be free from any and all restraint or coercion in the exercise of the right to refrain from joining, participating, assisting, supporting, or in any other way contributing to the operation of the Association. The City will not interfere with, intimidate, restrain, coerce, or discriminate against Police Officers or Police Sergeants in any aspect of their employment because of the exercise of any of these rights.
4. Regardless of membership or non-membership in the Association, nothing in this MOU precludes Police Officers or Police Sergeants:
 - a. from bringing matters of personal concern to the attention of the appropriate officials in accordance with applicable law, regulations, or established policy;
 - b. from acting on their behalf in choosing an attorney or representative in a grievance or judicial action, except as limited in Article IV; or
 - c. from having and enjoying all employment rights and benefits granted by the City whether or not they are members of the Association.

C. Association Rights

1. The Association has the right to present its views to the City either orally or in writing.
2. The City agrees to recognize the designated representatives of the Association. The Association agrees to keep the City advised, in writing, of its designated representatives. The names of the Association's representatives will be posted by the Association on appropriate bulletin boards in the work location.
3. The City agrees that representing Police Officers and Police Sergeants during investigative interviews, pre-disciplinary hearings, or related disciplinary matters furthers the business of the City. The Association President and Vice President will be allowed a reasonable period during working hours to conduct such business. This may be accomplished by a corresponding reduction in workload as mutually agreed upon by the Association and the Chief of Police.

4. It is agreed that internal Association business such as soliciting membership, collecting dues, electing officers, conducting membership meetings, and posting and distributing literature will be conducted during non-duty hours with the sole exception of the following:
 - a. The Association President will be allowed ten (10) hours per week during working hours to conduct Association business. Time in excess of the ten (10) hours may be granted to the Association President at the discretion of the Chief. The Association President will be allowed to use the ten (10) hours per week, and any additional time granted by the Chief, at the Association President's discretion.
 - b. Association representatives will be allowed a reasonable period during working hours to attend Association meetings or to participate in other Association business as necessary up to a maximum period of two (2) hours per month, unless otherwise approved by the Chief. Police Officers and Police Sergeants involved will coordinate all time off with their direct supervisor. No more than two (2) Association representatives may be released from duty in any one division at one time.
 - c. Association representatives will be allowed time off with pay to attend conferences and conventions. This time off will not exceed a total of three hundred twenty (320) working hours per fiscal year for the aggregate of all Association representatives. Association representatives will be allowed to use their available leave time to attend conventions and conferences. The Association representatives involved will obtain prior permission from their immediate supervisors at the earliest opportunity to do so. Every effort will be made to allow the Association representatives to use leave for this purpose.
5. The City agrees to deduct monthly Association membership dues from the pay of those Police Officers and Police Sergeants who individually request in writing that such deductions be made. The City further agrees to cease deduction of such fees upon written request by a Police Officer or Police Sergeant. The City will notify the Association in writing of all requests for termination of dues deduction.
6. The City agrees to designate space in the public safety buildings for Association bulletin boards. The bulletin boards shall be provided by the Association and installed by the City. The bulletin boards shall be installed in locations mutually agreed upon by the City and the Association.
7. Notices posted on space allotted to the Association may include:
 - a. Notices of Association recreational and social affairs;
 - b. Notices of Association elections;
 - c. Notices of Association appointments and results of Association elections;

- d. Notices of Association meetings and agenda;
- e. Official findings of arbitration rulings, Civil Service Commission appeals, or other administrative or judicial notices;
- f. Notices concerning bona fide Association activities such as cooperatives, credit unions, and unemployment compensation information; and/or,
- g. Other notices concerning Association affairs. The City will not prohibit the Association from distributing publications or notices in Police Officers' or Police Sergeants' distribution boxes.

ARTICLE IV - REPRESENTATION

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

A. Association Representation Rights and Obligations

1. The Association accepts the responsibility for, and agrees to represent in good faith, the interests of all Police Officers and Police Sergeants without discrimination and without regard to membership in the Association. The Association shall determine the method and means of such representation in the fulfillment of this paragraph.
2. Police Officers and Police Sergeants shall not be represented in their employment relations with the City by an agent or representative of an employee organization other than the Association.
3. Time spent representing Police Officers and Police Sergeants during investigative interviews, pre-disciplinary hearings, or related disciplinary matters is not working time and shall not be compensated, unless such representation takes place during the Association representative's regularly scheduled working hours.
4. Association representatives shall, upon proper notification to their immediate supervisors, be allowed a reasonable opportunity during working hours to investigate and adjust grievances. In no event shall such activity exceed two (2) hours per week unless otherwise approved by the Chief.
5. Association representatives will be held to the same standard of confidentiality in these matters as the City. Any discussion among Association representatives, Police Officers, Police Sergeants and the City concerning settlement of items grieved will be privileged matters and may not be used for any other purpose by either party.

6. Association representatives may not delay, interfere with, or otherwise obstruct any lawful investigation conducted by the City in compliance with the terms and conditions of this MOU.

B. *Police Officers' and Police Sergeants' Representation Rights*

1. Police Officers and Police Sergeants may be accompanied and assisted by representation of their choice at all times when subject to investigation for alleged acts of misconduct. The representative(s) may not be person(s) subject to the same investigation.
2. Police Officers and Police Sergeants may be accompanied and assisted by representation of their choice during any pre-disciplinary hearing or waiver hearing.
3. Police Officers and Police Sergeants shall be granted a reasonable amount of time to obtain such representation prior to any internal investigation or pre-disciplinary hearing, without threat of disciplinary or other adverse employment action.
4. Police Officers' and Police Sergeants' right to representation does not apply to informal, routine, or unplanned discussions between Police Officers, Police Sergeants and their immediate supervisor.
5. Police Officers and Police Sergeants may be accompanied and assisted by representation of their choice at any phase of the grievance process.
6. Police Officers and Police Sergeants who elect to use multiple representatives as provided in this Article shall give notice to the City of their intent to do so.

ARTICLE V- WAGES

Subject to Article XXVI:

A. *Wage Schedule*

1. Effective July 1, 2009, Police Officers and Police Sergeants shall be paid biweekly in accordance with the wage schedule set forth in Appendix "A" of this MOU.
2. Police Officers will be paid shift differential as follows:
 - a. Police Officers and Police Sergeants, whose shifts begin from 0500 hours to 1159 hours, shall be paid in accordance with column "A" of the effective wage schedule.
 - b. Police Officers and Police Sergeants, whose shifts begin from 1200 hours to 1859 hours, shall be paid in accordance with column "B" of the effective wage schedule.

- c. Police Officers and Police Sergeants, whose shifts begin from 1900 hours to 0459 hours, shall be paid in accordance with column "C" of the effective wage.
3. A Police Officer or a Police Sergeant required to work in a position above his or her grade will be paid an hourly rate according to Police Department policy while acting in that position. Such hourly pay rate will not be effective until the employee has worked in that position for forty (40) consecutive hours. At that time the hourly pay rate will be effective back to the first day worked in that position.

B. Merit Increases

1. Police Officers shall become eligible for merit increases beginning with the first pay period after completion of one year's employment and shall be eligible for future merit increases on their anniversary date. Merit increases will be paid to Police Officers in accordance with the wage schedules provided in this Article.
2. All merit increases shall be conditioned upon the eligible Police Officer's length of service and satisfactory performance of job requirements.

C. Career Path

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

D. Longevity Pay

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

1. At the beginning of the seventh (7th) year of service, Police Officers and Police Sergeants shall receive a total monthly longevity benefit in the sum of Fifty Dollars (\$50).
2. At the beginning of the eleventh (11th) year of service, Police Officers and Police Sergeants shall receive a total monthly longevity benefit in the sum of Seventy-Five Dollars (\$75).
3. At the beginning of the seventeenth (17th) year of service, Police Officers and Police Sergeants shall receive a total monthly longevity benefit in the sum of One Hundred Dollars (\$100).
4. At the beginning of the twenty first (21st) year of service, Police Officers and Police Sergeants shall receive a total monthly longevity benefit in the sum of One Hundred Twenty Five Dollars (\$125).

E. *Years of Service*

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

For purposes of Police Sergeants' wage schedules, it is understood that Police Sergeants have an anniversary date reflecting the actual date they were promoted by the Police Department.

Police Officers and Police Sergeants who take a voluntary leave of absence or who either retire or resign from their employment but return to work within one (1) year as allowed by Civil Service Commission Rules shall have such time deducted from their years of service, resulting in an adjustment to their anniversary date.

F. *Lateral Entry*

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

ARTICLE VI – HOURS OF SERVICE AND OVERTIME

A. *Hours of Service*

The Fair Labor Standards Act of 1938, as amended, and the regulations promulgated thereto (hereinafter referred to as the "FLSA"), shall govern compensable hours of work, payment of overtime, and all matters pertaining to the same, except as specifically enhanced by the MOU. If any provision of the MOU is not in compliance with the FLSA, the FLSA shall govern, and only the terms not in compliance will be deemed void. Except for the terms deemed void as stated herein, the MOU shall remain in full force and effect.

1. The normal work week, regardless of shift arrangements, will be forty (40) hours of work. This clause shall not be construed to limit or prevent the City from changing or establishing work shifts as the need arises or to guarantee Police Officers and Police Sergeants forty (40) hours work per week.
2. Regular days off shall not be adjusted to meet one-time needs; however, shift hours may be changed to meet those needs. Regular days off may be changed to meet the needs of regularly scheduled special events, such as, but not limited to, annual parades, conferences, and special holidays which require extra coverage, provided that the Police Department shall give the affected Police

Officers and Police Sergeants written or oral notice at least fourteen (14) calendar days prior to the event. If such notice is not given, Police Officers and Police Sergeants will be compensated as provided under the Extra Duty provisions of this MOU.

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

Police Sergeants shall be provided break/lunch time in accordance with the operational needs of the department.

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

- a. If the Public Safety Dispatch office is not holding any priority one or two calls (as defined by Department policy), Police Officers may check out for one (1) sixty (60) minute break/lunch. No more than one-third (1/3) of the total Police Officers assigned to and working in the field for that particular shift may be on a break/lunch at any one time.
- b. The Shift Supervisor, or Watch Commander if the Supervisor is not available, may authorize additional Police Officers to be on a break/lunch when conditions allow.
- c. Police Officers will remain in radio contact with the dispatch office while on break/lunch, and may be required to respond to calls under exigent circumstances.
- d. Calling Police Officers out of a break/lunch to respond to calls will be coordinated by the Shift Supervisor, who will determine the most expeditious method of responding under the circumstances.
- e. The Shift Supervisor may suspend breaks under exigent circumstances.

B. Overtime Compensation

1. In order for Police Officers and Police Sergeants to receive compensation for time worked in excess of forty (40) hours per week, Police Officers and Police Sergeants must have prior approval from their supervisor to perform such work. Time worked that is required by the City is deemed to have received prior approval.
2. Police Officers and Police Sergeants required to perform work in excess of forty (40) hours per week shall be compensated by pay at one-and-one-half (1 ½) times their regular rate of pay. Police Officers and Police Sergeants may request compensatory time off in lieu of pay for overtime, and such compensatory time may be allowed subject to approval of the Division Commander; provided, however, the determination of whether to award pay or compensatory time off to Police Officers and Police Sergeants who work in excess of forty (40) hours per week while working in the Community Support

Division (as defined by departmental policy), shall be at the discretion of the City, except, however, that said Police Officers and Police Sergeants may indicate a preference for the form of overtime payment contingent upon approval by the Chief, scheduling requirements, and availability of funds.

3. Police Officers and Police Sergeants shall not accrue more than one hundred twenty (120) hours of compensatory time (or eighty (80) hours of actual overtime worked). Police Officers and Police Sergeants who have accrued one hundred twenty (120) hours of compensatory time off, shall, for additional overtime hours worked, be compensated with pay at one-and-one-half (1 ½) times the Police Officers' or Police Sergeants' regular rate of pay.
4. Accrued compensatory time will not be revoked or forfeited. Accrued compensatory time will remain credited to Police Officers and Police Sergeants until such compensatory time is either used by the Police Officer or Police Sergeant purchased by the City. Provided, however, that if Police Officers or Police Sergeants have more than forty (40) hours of accrued compensatory time, any paid leave used by Police Officers and Police Sergeants thereafter shall be presumed to be accrued compensatory time rather than vacation, holidays, or other paid leave.

C. *Compensation for Court and Other Appearances*

1. Police Officers and Police Sergeants shall be entitled to receive compensation for a court or administrative proceeding appearance as a witness subpoenaed by the City, the State of Utah, the United States or a party to a legal proceeding as follows:
 - a. Court or administrative proceeding appearances made while on-duty shall constitute normal hours of work.
 - b. In the event a court or administrative proceeding appearance extends beyond the end of a Police Officer's or Police Sergeant's regularly scheduled shift, such time spent in court or in administrative proceedings will be treated as normal work time for the purpose of computing a Police Officer's or Police Sergeant's overtime compensation.
 - c. Court or administrative proceeding appearances made while off-duty will be compensated as follows:
 - i. Police Officers and Police Sergeants shall be paid at the rate of one and one-half (1½) times their wage rate for two (2) hours of time spent while off-duty for preparation in conjunction with such court or administrative proceeding appearances; provided, however, that no Police Officer or Police Sergeant is authorized to, and shall not spend in excess of two (2) hours while off-duty in preparation for an appearance.
 - ii. In addition to the compensation provided in (i) above, Police Officers and Police Sergeants shall be paid at the rate of one

and one-half (1½) times their wage rate for the actual time spent in court or in administrative proceedings. Time granted by a court or administrative body to Police Officers or Police Sergeants for lunch shall not be compensated hereunder.

- iii. In the event the time spent in court or administrative proceedings extends into the beginning of the Police Officer's or Police Sergeant's regularly scheduled work shift, that time spent shall be deemed ended at the time such shift is scheduled to begin.
2. Compensation shall be provided by authority of this section only if:
 - a. The beginning time of the required appearance is noted on the subpoena;
 - b. The time the Police Officer or Police Sergeant is released from the court or administrative proceeding appearance is noted on the subpoena and initialed by the prosecuting attorney or appropriate government representative; and
 - c. A copy of the Police Officer's or Police Sergeant's subpoena complying herewith is delivered to the supervisor within seven (7) working days following the court or administrative proceeding appearance.
 3. Compensation for preparation time shall be provided for more than one appearance per day, only if any additional appearance is scheduled to begin at least two (2) hours after the Police Officer or Police Sergeant is released from any prior court appearance.
 4. The prosecuting attorney or appropriate government, court, or administrative representative shall have the right and the duty to refuse to initial the subpoena of any Police Officer or Police Sergeant who, through absence or neglect, fails to appear in compliance with the terms of the subpoena.

D. Training

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

1. Time spent in training while on-duty will be considered normal work time.
2. The City will provide forty (40) hours of in-service training to each Police Officer and Police Sergeant, as required by the State of Utah, Division of Peace Officers Standards and Training (P.O.S.T.), on an on-duty basis. The City will provide this training either during the Police Officer's or Police Sergeant's regularly scheduled shift, or by adjusting the Police Officer's or Police Sergeant's shift so that the training will be on an on-duty basis.
3. Time spent in training while off-duty, in fulfillment of the P.O.S.T. requirement, shall not constitute normal work time. Police Officers and Police

Sergeants attending such training on an off-duty basis shall receive no compensation.

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

E. *Miscellaneous Work Time*

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

F. *Overtime Administration*

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

G. *Standby*

Police Officers and Police Sergeants directed by their Division Commander or designee to keep themselves available for City service during otherwise off duty hours will be paid one (1) hour of straight time for each calendar day on standby. This compensation shall be in addition to any callout pay or pay for time worked the employee may receive during the standby period.

H. *Callout*

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

1. Police Officers and Police Sergeants who are directed to report to work shall receive a minimum of four (4) hours compensation, at one-and-one-half (1½) times their wage rate, or one-and-one-half (1½) times their wage rate for actual hours worked, whichever is greater.
2. If the Police Officer or Police Sergeant is directed to report to work and the direction to report to work is cancelled within fifteen (15) minutes, then the Police Officer or Police Sergeant shall receive one (1) hour of compensation at one-and-one-half (1½) times his/her wage rate.
3. Police Officers and Police 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, or Police Officers and Police 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

shifts: shall receive a minimum of four (4) hours compensation at one-and-one-half (1½) times their wage rate, or one-and-one-half (1½) times their wage rate for actual hours worked, whichever is greater.

4. Police Officers and Police Sergeants who are directed to perform work at the Police Officer's or Police Sergeant's current location at any other times than those enumerated above, shall received a minimum of one (1) hour compensation at one-and-one-half (1½) times their wage rate, or one-and-one-half (1½) times their wage rate for actual hours worked, whichever is greater.
5. Police Officers and Police Sergeants who have not been assigned a City vehicle and who are called out under this provision will be paid mileage from their home address to the location of the callout as allowed by City policy.

I. Extra Duty Shifts

1. For the purposes of this Article, extra-duty shifts are defined as scheduled or unscheduled hours worked other than Police Officers' and Police Sergeants' normally scheduled work shifts. Extra-duty shifts do not include extension or carryover of the Police Officers' or Police Sergeants' normally scheduled work shifts.
2. Police Officers and Police Sergeants required by the City to work extra-duty shifts shall receive a minimum of three (3) hours compensation at one and-one-half (1 ½) times their wage rate, or time worked at one-and-one-half (1 ½) times their wage rate, whichever is greater.

J. Parking Meter Collection

Police Officers or Police Sergeants who perform parking meter collection for the City in addition to their normal duties will be paid a minimum of four (4) hours per shift at one-and-one-half (1½) times their wage rate. Police Officers or Police Sergeants who prepare and make the deposit shall be paid for an additional one-half (½) hour per shift at one-and-one-half (1½) times their wage rate. The City maintains the right to have this work performed in any manner it deems appropriate.

K. Department Seniority

Departmental seniority will be established by an identification number assigned to Police Officers by the department upon successful completion of initial training. Police Officers will bid shifts, days off, and where applicable, specific patrol districts or Division work assignments by departmental seniority when a conflict does not exist with departmental policy or operating efficiency.

Other than the annual vacation bid, Police Sergeants will bid shifts, days off, and division work assignments by time in rank when a conflict does not exist with departmental policy or operating efficiency.

ARTICLE VII - HOLIDAYS

A. *Holidays Specified*

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

1. The first day of January, New Year's Day;
2. The 3rd Monday of January, Martin Luther King Jr. Day;
3. The third Monday of February, Presidents Day;
4. The last Monday of May, Memorial Day;
5. The fourth day of July, Independence Day;
6. The twenty-fourth day of July, Pioneer Day;
7. The first Monday in September, Labor Day;
8. The eleventh day of November, Veteran's Day;
9. The fourth Thursday in November, Thanksgiving Day;
10. The day after Thanksgiving, and
11. The twenty-fifth day of December, Christmas.
12. One personal holiday. Police Officers are eligible for this holiday only after satisfactorily completing their initial probationary period.

B. *Alternative and Additional Holidays*

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

C. *Holiday Work*

1. When a day designated as a holiday falls on Police Officers' or Police Sergeants' scheduled work day, Police Officers or Police Sergeants may elect to take the day off work, subject to the approval of their supervisor, or Police Officers and Police Sergeants may elect to receive their regular wages for such days worked and designate an alternate day off work to celebrate the holiday.
2. When a day designated as a holiday falls on a Police Officer's or Police Sergeant's scheduled day off, the Police Officer or Police Sergeant may designate an alternate day off work to celebrate the holiday.
3. Police Officers and Police Sergeants, who by virtue of their assignment are scheduled off work on days designated as holidays but are required to work on a designated holiday, may elect one of the following options for compensation:

- a. Police Officers and Police Sergeants may elect to receive their regular wages for such days worked and designate an alternate day off work to celebrate the holiday, or
 - b. Police Officers and Police Sergeants may elect to use the designated holiday time, plus be compensated at the rate of one-and-one-half (1½) times their wage rate for hours actually worked on said holiday.
4. Police Officers and Police Sergeants, who by virtue of their assignment are ordinarily off work on days designated as holidays, may elect to work the holiday and receive their regular wages for such days worked and designate an alternate day off work to celebrate the holiday.
 5. Police Officer and Police Sergeants may accrue holidays, but any holidays accrued in excess of twelve (12) will be forfeited unless used prior to the end of the calendar year.

D. *Holiday Pay upon Termination, Resignation or Retirement*

When a Police Officer or Police Sergeant retires or leaves City employment the City shall compensate him or her for any holiday time accrued, not to exceed twelve (12) holidays.

ARTICLE VIII - VACATIONS

A. *Vacation Authorized*

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

B. *Vacation Accrual*

Police Officers and Police Sergeants shall accrue vacation according to the following schedule:

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

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

C. *Rules for Taking Vacation*

1. All vacations are to be taken as directed by the Commander of each Division at such time as it would be most advantageous to the efficient operations of that Division. However, in the assignment of vacation periods:
 - a. Police Officers and Police Sergeants with the most departmental seniority (as defined in Article VI (K)) shall be given first consideration for vacation requests submitted prior to March 15 of each year. Requests made thereafter shall be approved on a first-come first-served basis; and
 - b. Annual vacation requests submitted prior to March 15 of each year will be requested in blocks of forty (40) or more working hours. A Police Officer or Police Sergeant may request vacation time which the Police Officer or Police Sergeant has already accrued or will have accrued prior to the requested dates.
2. Police Officers may accumulate vacation (including both earned vacation and sick leave conversion time) according to their credited years of employment with the City up to the following maximum limits:
 - a. After six (6) months: up to two hundred (200) hours;
 - b. After nine (9) years: up to two hundred eighty (280) hours.
3. Police Sergeants may accumulate vacation (including both earned vacation and sick leave conversion time) according to their credited years of employment with the City up to the following maximum limits:
 - a. Up to nine (9) years: up to two hundred forty (240) hours;
 - b. After nine (9) years: up to two hundred eighty (280) hours;
 - c. After fourteen (14) years: up to three hundred twenty (320) hours.
4. Any vacation earned or accrued beyond said maximum shall be deemed forfeited unless utilized prior to the end of the calendar year in which such maximum has been accrued. On petition of a Police Officer or Police Sergeant, the Chief may allow the Police Officer or Police Sergeant to accumulate vacation earned in excess of the maximum limits provided in subparagraph (2), if the Chief determines that the Police Officer or Police Sergeant was unable to use vacation due to circumstances beyond the Police Officer's or Police Sergeant's control.

D. *Vacation Benefits upon Termination*

1. Police Officers and Police Sergeants whose employment is terminated by resignation or otherwise shall be entitled to be paid for all earned and unused vacation time.
2. Police Officers or Police Sergeants shall not be entitled to any payment or termination benefit hereunder:
 - a. Until Police Officers have completed six (6) months of full-time employment with the City; or
 - b. if resigning Police Officers or Police Sergeants fail to give at least ten (10) working days prior written notice to their Division Commander of their contemplated resignation.

E. *Cash Payment of Earned Vacation Time in Lieu of Use*

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

**ARTICLE IX – SICK LEAVE, OTHER RELATED LEAVE, AND
PERSONAL LEAVE**

A Police Officer or Police Sergeant on Plan “A” will be allowed to convert to Plan “B” during the 2009 City wide conversion window. The City and the Association agree to jointly discuss the terms of any conversion before opening the conversion window. Any agreed upon terms of the conversion window will be distributed to each employee on Plan “A” as an appendix to the MOU.

The City and the Association agree to jointly discuss changes to Plan “A”. The City and Association agree to make a recommendation(s) to the Mayor no later than March 1, 2010 on any recommended changes.

A. *Sick Leave Policy and Procedures (Plan “A” Only)*

1. Sick leave shall be provided for Police Officers and Police Sergeants as insurance against loss of income when they are unable to perform assigned duties because of illness or injury.
2. Police Officers shall be entitled to ninety-six (96) hours of sick leave each calendar year. Sick leave will be granted in a lump sum during the first month of each calendar year, if the individual Police Officer’s average sick leave, for the prior year, does not exceed the City’s average sick leave. If the Police Officer’s sick leave use exceeds the City average, the Police Officer shall accrue 3.69 hours of sick leave per pay period during any given year.

Police Sergeants shall be entitled to one hundred twenty (120) hours of sick leave each calendar year. Police Sergeants shall accrue sick leave at a rate of 4.62 hours per pay period.

3. Police Officers who have used less than the City average as computed on the last day of the last payroll period of each year shall be awarded an additional twenty-four (24) sick leave hours effective the first day of the first payroll period of the following year.
4. Police Officers and Police Sergeants absent from work due to illness or injury shall report the intended absence to their Division Commander or supervisor as soon as practical, but no later than fifteen (15) minutes after commencement of their duty shift unless justified by emergency circumstances.
5. Police Officers or Police Sergeants requesting sick leave under this section may be required to provide verification of illness or injury from a competent medical practitioner.

B. Accumulation of Sick Leave

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

C. Sick Leave Conversion to Vacation Time

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

Police Sergeants who have accumulated two hundred forty (240) hours of sick leave may choose to convert up to sixty four (64) hours of 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. Notification of Election

The conversion of sick leave to vacation for Police Officers and Police Sergeants as provided in D above is automatic unless the Police Officer or Police Sergeant elects not to convert such leave to vacation time. Election by Police Officers or Police Sergeants not to convert must be made by notifying the police department, in writing, on or before, January 31 of each year.

E. Presumption of Use

Any sick leave hours converted to vacation as above described, shall be deemed to be taken prior to any other hour of vacation time to which Police Officers or Police Sergeants are entitled. Any sick leave hours converted to vacation remaining unused

at the date of termination, resignation or retirement shall be forfeited by the Police Officers or Police Sergeants.

F. *Retirement Benefits Police Officers*

1. Upon a Police Officer's retirement, the City will contribute fifty percent (50%) of the cash value of the Police Officer's accumulated, unused sick leave to the Nationwide Post Employment Health Plan, in accordance with the provisions and requirements of that plan. The value of the sick leave will be calculated using the hourly rate of pay in effect on the Police Officer's last day worked prior to retirement.
2. Prior to July 1 of each succeeding year, the Association and City will evaluate this provision, and may modify its terms for the following year. The terms of this provision will not be modified except one time annually, as provided herein.

G. *Retirement Benefit Police Sergeants (Plan "A" Only)*

1. Police Sergeants 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 twenty five percent (25%) of the accumulated sick leave days reserved for the benefit of the Police Sergeant at the date of the Police Sergeant's retirement.
2. In lieu of the above, a Police Sergeant may elect to convert the sick leave privilege provided above to pay for health insurance premiums. If such an election is made in writing, fifty percent (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. A Police Sergeant'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 a Police Sergeant with sick leave benefits which were in any respect lost, used, or forfeited prior to the effective date of this plan.

H. *Hospitalization Leave*

1. Hospitalization leave shall be provided for Police Officers and Police Sergeants, in addition to sick leave authorized hereunder, as insurance against loss of income when Police Officers or Police Sergeants are unable to perform

assigned duties because of scheduled surgical procedures, urgent medical treatment, or hospital admission.

2. Police Officers and Police Sergeants shall be entitled to two hundred forty (240) hours of hospitalization leave each calendar year. Hospitalization leave shall not accumulate from year to year. Police Officers and Police Sergeants may not convert hospitalization leave to vacation or any other leave, nor may they convert hospitalization leave to any additional benefit at time of retirement.
3. Police Officers shall not be entitled to hospitalization leave until they have completed six (6) months of continuous employment with the City.
4. Police Officers or Police Sergeants who are unable to perform their duties during a shift due to preparations for (such as fasting, rest, or ingestion of medicine), or participation in, a scheduled surgical procedure, shall obtain the permission of their Division Commander or supervisor prior to the scheduled procedure. With the approval of the Division Commander or supervisor, Police Officers and Police Sergeants may report the absence from the affected shift as hospitalization leave.
5. Police Officers Police Sergeants who must receive urgent medical treatment at a hospital, emergency room, or acute care facility, and who are unable to perform their duties during a shift due to urgent medical treatment, may report the absence from the affected shift as hospitalization leave. Police Officers and Police Sergeants are responsible to report the receipt of urgent medical treatment to their Division Commander or supervisor as soon as practical. Herein, urgent medical treatment includes at-home care directed by a physician immediately after the urgent medical treatment and within the affected shift.
6. Police Officers and Police Sergeants, who are admitted to a hospital for medical treatment, so they are unable to perform their duties, may report the absence from duty as hospitalization leave.
7. Medical treatment consisting exclusively or primarily of post-injury rehabilitation or therapy treatment, whether conducted in a hospital or other medical facility, shall not be counted as hospitalization leave.
8. Police Officers and Police Sergeants requesting hospitalization leave under this section may be required to provide verification of treatment from a competent medical practitioner.

I. Recovery of Sick Leave and Hospital Benefits

Police Officers and Police Sergeants shall be entitled to receive sick leave or hospitalization leave benefits for illness, injuries or disability resulting from accidents arising out of or in the course of employment for an employer other than the City.

Provided, however, that as a condition of granting such leave, the City may require that it be subrogated to the Police Officer's or Police Sergeant's rights of recovery against any person or organization associated with such injury. The City shall have the exclusive right to decide whether to require subrogation and/or seek recovery; provided, however, that full recovery by and reimbursement to the City of all medical and leave costs, shall have the effect of re-vesting with the Police Officers or Police Sergeants all sick leave and hospitalization leave entitlements exhausted as a result of such injury.

J. *Paid Personal Leave (Plan "B")*

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

1. Amount of Paid Personal Leave

Each Police Officer or Police Sergeant shall be awarded personal leave at the beginning of the second pay period in November. Personal leave time will be available for use on December 11, 2009 based on the following schedule:

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

Police Officers and Police Sergeants covered by Plan "B" hired during the plan year will receive personal leave on a prorated basis.

2. City Contribution

Police Officers and Police Sergeants may not carry over more than eighty (80) hours of personal leave to the next plan year, which begins the second pay period of November, (November 15, 2009). For any personal leave unused by a Police Officer or Police Sergeant above eighty (80) hours on that date, the City, no later than December 24, 2009, shall contribute the value of the unused personal leave to the Nationwide Post Employment Health Plan. The value of this contribution shall be based on the wage schedule at the end of the plan year. This contribution shall not be subject to election by the Police Officer or Police Sergeant.

3. Carry Over of Personal Leave

Any Police Officer's or Police Sergeant's personal leave hours not contributed according to paragraph 2 above shall carry over to the next plan year.

4. Conditions of Use of Paid Personal Leave

Based upon the need to operate at acceptable staffing levels and to maintain the safety of the public and Police Officers and Police Sergeants, the following conditions on use apply:

- a. Minimum use of paid personal leave is in a one (1) hour increment and must be used in a manner directed by the Division Commander.
- b. In situations where paid personal leave is used for illness, dependent, or bereavement leave, notice should be given as soon as possible.

5. Payment of the Retirement / Layoff (R/L) Account:

- a. All of the hours in the R/L account shall be payable at layoff as follows: The Police Officer or Police Sergeant shall be paid for each hour in the Police Officer's R/L account.
- b. Upon a Police Officer's or Police Sergeant's retirement, the City will contribute the cash value of the Police Officer's or Police Sergeant's R/L account to the Nationwide Post Employment Health Plan, in accordance with the provisions and requirements of that Plan. The value of that contribution will be calculated using the hourly rate of pay for the last day the Police Officer or Police Sergeant actually worked prior to retirement.
- c. Prior to July 1 of each year of this MOU, the Association and the City will evaluate the provision in this subparagraph, and may modify its terms for the following fiscal year.
- d. Hours may be withdrawn from the R/L account for emergencies after personal leave hours are exhausted, and with approval of the Police Officer's or Police Sergeant's Division Commander. Approval shall not be unreasonably denied. It is understood that hours used from the R/L account shall be governed by the same rules of usage that are applied to sick leave hours. R/L account hours may also be used as a supplement to Workers Compensation benefits which, when added to the employee's Workers Compensation benefits, equals the employee's regular net salary. The employee must make an election in writing to the Police Officer's Bureau Commander to use R/L account hours to supplement Workers' Compensation benefits.

6. Short-Term Disability Insurance

Protection against loss of income when a Police Officer or Police Sergeant is absent from work due to a short term disability shall be provided to Police Officers and Police Sergeants covered under Plan "B" through short-term disability

insurance (SDI). There shall be no cost to the Police Officer or Police Sergeant for SDI. SDI shall be administered in accordance with the terms determined by the City. The City will seek recommendations from its benefits committee. As one of the conditions of receiving SDI, the Police Officer or Police Sergeant may be required to submit to a medical examination. The agreement between the City and Third-Party Administrator of the SDI program will be available for review in the City's InfoBase and at the Human Resource Management Office. At the request and agreement of the Police Officer or Police Sergeant, the City may provide temporary light duty assignments to Police Officers or Police Sergeant on SDI, provided a light duty assignment is available, and the Police Officer or Police Sergeant provides proper medical releases.

7. 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 fifty percent (50%) of the hourly base wage rate on the date of termination for each unused hour subject to appropriations of funds. For purposes of this subparagraph, "prorated amount" shall mean the amount of personal leave credited at the beginning of the plan year, multiplied by the ratio of the number of months worked in the plan year (rounded to the end of the month which includes the date of separation) to twelve (12) months.

K. Disability Compensation

Police Officers and Police Sergeants shall receive disability compensation pursuant to Utah Code as interpreted by the Utah State Retirement Board.

L. Injury Leave

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

1. The disability must have resulted from a documented injury arising out of the discharge of official police duties and/or while exercising some form of necessary law enforcement authority as determined by the Chief.
2. Police Officers or Police Sergeants must be unable to return to work due to the injury as verified by a competent medical practitioner acceptable to the City.
3. The leave benefit must not exceed the value of the Police Officer's or Police Sergeant's net salary during the period of absence due to the injury, less all amounts paid or credited to the Police Officer or Police Sergeant as worker's compensation, social security, long term disability, or retirement benefits, or any form of governmental relief whatsoever.
4. The value of benefits provided to Police Officers and Police Sergeants under this injury leave program shall not exceed the total of Five Thousand Dollars (\$5,000) per officer per injury, unless approved in writing by the Chief after

receiving an acceptable treatment plan and consulting with the City's Risk Manager.

5. The City's Risk Manager shall be principally responsible for the review of injury leave claims.
6. The Police Department shall track the per-officer, per-injury benefit and shall advise the City Risk Manager when the benefit has reached Three Thousand Five Hundred Dollars (\$3,500). Upon receipt of such notice, the Risk Manager shall notify the Police Officer and Police Sergeants of the estimated date on which the maximum benefit will be reached, said Police Officer and Police Sergeants may then request an increase in the benefit as set forth in subparagraph 4 above or may then elect in writing to the Risk Manager to use accumulated sick leave and/or authorized vacation time to supplement the Police Officer's and Police Sergeant's Workers Compensation disability benefit, not to exceed the Police Officer's or Police Sergeant's net salary.
7. "Net salary" for purposes of this provision shall mean gross compensation less federal and state income tax and FICA withholdings.

ARTICLE X – LEAVE OF ABSENCE

A. Bereavement Leave

Bereavement Leave may be approved by the Chief or designee for the death of persons who stood in loco parentis for a Police Officer or Police Sergeant or his or her spouse.

Time off with pay will be granted a full-time Police Officer or Police Sergeant who suffers the loss of a wife, husband, child, stepchild, mother, father, stepmother, stepfather, sister, stepsister, brother, stepbrother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, step-grandchild, grandfather, grandmother, step-grandmother, step grandfather, grandmother-in-law, grandfather-in-law, domestic partner, and relatives of a domestic partner listed above. In the event of the death of any of these persons, a Police Officer or Police Sergeant will be paid his or her regular base for scheduled work time from the time of death through the day of the memorial service not to exceed forty (40) hours.

A Police Officer or Police Sergeant will receive one (1) additional shift of paid bereavement leave following the memorial if the memorial is held more than one hundred fifty (150) miles from Salt Lake City and the day following the memorial is a regular working shift.

If relatives other than those listed above die, a Police Officer or Police Sergeant will be paid for one (1) work shift from scheduled working hours while attending the relative's memorial service.

In the event that a Police Officer's or Police Sergeant's friend dies, a Police Officer or Police Sergeant may be granted time off without pay while attending the memorial

service, not to exceed one half shift, subject to the approval of his or her immediate supervisor.

A Police Officer or Police Sergeant may be asked to provide proof of a death to his or her supervisor, including the death's date and the memorial service's date and location.

If any family member identified above dies while a Police Officer or Police Sergeant is on vacation, his or her vacation will be extended by the amount of time authorized as bereavement leave.

Police Officers or Police Sergeants who are on an unpaid leave of absence are not entitled to Bereavement Leave.

The Chief or designee has the discretion to grant a Police Officer or Police Sergeant additional bereavement leave.

B. *Family Medical Leave Act (FMLA)*

Benefits in this Article are for the purpose of continuing income to employees during absences due to illness, hospitalization, or other specifically identified reasons. Some of these absences may qualify under the Family and Medical Leave Act (FMLA). FMLA is a federal law that provides a period of unpaid leave each year and protects jobs and health care benefits for Police Officers and Police Sergeants who need to be off work for certain "family and medical" reasons. Police Officers and Police Sergeants may obtain a complete copy of the City's FMLA policy on the City's intranet or may request a copy from the City's Division of Human Resource. The City requires all employees using FMLA leave to exhaust their paid leave allotments for FMLA qualifying events prior to taking unpaid FMLA leave. A summary of FMLA rights is attached as Appendix C.

C. *Military Leave*

1. Leave for Police Officers and Police Sergeants Who Enter Military Service

Police Officers and Police Sergeants who enter the services of the United States, including the United States Army, United States Navy, United States Marine Corps, United States Air Force, United States Coast Guard or commissioned corps of the Public Health Service, shall be entitled to be absent from their duties and service with the City, without pay, as required by state and federal law.

2. Leave While on Duty with Armed Forces or Utah National Guard

Police Officers and Police Sergeants who are or who shall become members of the reserves of an agency of the federal and armed forces, including United States Army, United States Navy, United States Marine Corps, United States Air Force, and the United States Coast Guard, or any unit of the Utah National Guard, shall be allowed full pay for all time not in excess of ninety (90) working hours per calendar year spent on duty with such agencies. This leave shall be in addition to the annual vacation leave with pay. To qualify, Police Officers and Police Sergeants claiming this benefit shall provide documentation to the City

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

D. Leave for Jury Duty

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

E. Dependent Leave (Plan "A" Only)

1. Dependent leave of absence may be requested by Police Officers or Police Sergeants for FMLA-qualified reasons.
2. Dependant leave may also be requested by Police Officers or Police Sergeants to care for a Police Officer's or Police Sergeant's child, spouse, or parent who is ill or injured, but does not have a serious health condition (non-FMLA qualified event).
3. The following provisions apply to the use of dependent leave:
 - a. Dependent leave may be granted with pay on a straight-time basis.
 - b. For dependent leave used for an FMLA-qualified event, Police Officers and Police Sergeants shall be entitled to use as dependent leave all accumulated unused sick leave.
 - c. For non-FMLA-qualified events, Police Officers and Police Sergeants shall be entitled to use as dependent leave forty (40) hours of sick leave in a calendar year. Police Officers and Police Sergeants may request an additional forty (40) hours of sick leave to be used as dependent leave at the discretion of the Chief. Under no circumstances may Police Officers or Police Sergeants use more than eighty (80) hours sick leave as depend leave for non-FMLA qualified events in any single calendar year.
 - d. Police Officers and Police Sergeants must give notice, with documentation upon request, to their supervisor as soon as possible under the circumstances.
 - e. Police Officers' and Police Sergeant's sick leave shall be reduced by the number of hours taken as dependent leave under this Article provided, however, that forth (40) hours of dependent leave used during the calendar year will not affect the sick leave conversion options of this MOU.

F. *Additional Leave of Absence*

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

**ARTICLE XI – TUITION AID, UNIFORM, K-9, AUTOMOBILE, TRAVEL, AND
BLOOD DRAW ALLOWANCES**

A. *Tuition Aid*

Police Officers and Police Sergeants shall be eligible to participate in the City's Tuition Reimbursement Program.

B. *Uniform Allowance*

1. Effective July 1, 2009, Police Officers and Police Sergeants may purchase authorized uniform, clothing, or equipment items up to Four Hundred Fifty Dollars (\$450) per fiscal year.
2. Police Officers or Police Sergeants in uniform assignments will be given a voucher redeemable for the authorized amount at any uniform or equipment vendor. The Department will arrange for the recognition of such vouchers by uniform or equipment vendors. Police Officers or Police Sergeants in plain clothes assignments will be issued a separate check in the authorized amount by the 15th of July each year.
3. The City shall provide for the cleaning of uniforms as described in Department policy.
4. Police Officers and Police Sergeants in plainclothes assignments, as determined by their Division Commander, shall be provided a cleaning allowance of Twenty-Two Dollars (\$22) per pay period.
5. Police Sergeants will receive one (1) additional uniform pants, one (1) additional uniform shirt, and one (1) uniform tie.
6. During the term of this MOU, the City and the Association agree to jointly study a Quartermaster System. This study will be directed by the Chief and the President of the Association, working cooperatively. A Quartermaster System would involve the purchase of all uniforms equipment.

If the study results in a mutually agreeable Quartermaster System during the term of this MOU, an addendum to this MOU shall be added.

C. *K-9 Squad Allowance*

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

1. Police Officers and Police Sergeants shall be allowed ten (10) hours per month to care for the police service dog. Such hours shall be counted as part of the Police Officer's or Police Sergeant's regular work shift(s).
2. Police Officers and Police Sergeants shall be provided ten (10) hours per month while off duty, at the rate of one-and-one-half (1½) times their wage rate, to care for the police service dog. No more than ten (10) hours per month shall be spent off duty to care for the police service dog unless authorized by the Police Officer's or Police Sergeant's supervisor.

D. Automobile and Travel Allowances

The City will pay automobile and travel allowances pursuant to the City and Police Department Policies.

E. Blood Draw Callout

Police Officers who participate in an evidentiary Blood Draw Program, and are called to a scene to perform blood draw duties shall receive a minimum of two (2) hours compensation at one and one half times their wage rate, or one and one half times their wage rate for actual hours worked, whichever is greater for each blood draw performed.

Off-duty Police Officers who participate in an evidentiary Blood Draw Program shall be used first to perform blood draws. If no off-duty Police Officers are available the City may use on-duty Police Officers for this function.

On-duty Police Officers will not receive overtime compensation for a blood draw unless the blood draw extends past the end of their regularly scheduled shift. If the blood draw duties extend past the end of a Police Officer's regularly scheduled shift, the Police Officer shall receive two (2) hours compensation at one and one half times their wage rate or compensation at one and one half times their wage rate for time worked past the end of their regularly scheduled shift, whichever is greater.

The selection, training and scheduling of Police Officers for an evidentiary Blood Draw Program will be established by Department Policy developed by the Chief and the Association President.

ARTICLE XII - INSURANCE

A. Life, Accidental Death and Dismemberment, Dental, and Health Insurance

1. The City will make available life, accidental death, and dismemberment; dental; and health insurance to all Police Officers and Police Sergeants covered under this MOU, upon the terms and conditions as may be from time to time determined by the City.
2. A premium payment shall be deducted biweekly consistent with the pay periods. The premium payment rates are attached as Appendix D.

3. The City will make available an Employee Assistance Program that will provide counseling by an outside independent firm.

B. Post Employment Health Plan

The City will participate in the Nationwide Post Employment Health Plan (PEHP), as adopted by the City by contract and ordinance. The City will contribute Twenty-Four and 30/100 Dollars (\$24.30) per pay period into each Police Officer's and Police Sergeant's PEHP account. In fiscal years with twenty-seven (27) pay periods, contributions will not be on the 27th pay period.

ARTICLE XIII – PENSION PLAN CONTRIBUTION

A. Non Contributory Retirement System

For Police Officers and Police Sergeants enrolled in the Public Safety Noncontributory Retirement System, as defined in state code, the City shall make the entire contribution to the Utah State Retirement Fund as required by the statute.

B. Longevity Benefit

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

C. Career Path Incentive

The City will pay the pension contribution on a Police Officer's and Police Sergeant's career path incentive pay.

ARTICLE XIV – RESERVE OFFICERS

A. Exclusion from MOU

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

B. Use of Reserves

1. The City shall not replace authorized full-time Police Officer positions in the Police Department with reserve officers. In the event the City reduces the number of full-time Police Officer positions it authorizes to be maintained in the Police Department, the number of authorized reserve officer positions shall be reduced by the same number.
2. The City may use reserve officers to perform any work that would normally be performed by full-time Police Officers, under the following conditions:

- a. The City may use reserve officers to supplement police services, such as additional staffing for special events, traffic or crowd control, after such events or work details have first been offered to full-time Police Officers during an initial sign-up period.
 - b. If, after the initial sign-up period, there are work details that have not been filled voluntarily by full-time Police Officers, the City may assign reserve officers to those work details.
 - c. The City may assign reserve officers to assist in work performed by full-time Police Officers. The allocation of full-time Police Officers to any assignment shall be made by the Chief.
 - d. The City may use reserve officers as needed to assist with any circumstance in which there is an emergency call-out of police personnel.
3. A reserve officer may not be assigned to ride with a full-time Police Officer unless the Police Officer consents, unless the conditions in subparagraph 2(d) above exist.
 4. The City shall not change any Public Safety dispatch procedure, protocol, or priority with regard to assigning calls to full-time Police Officers because of reserve officers. Any such change of assignment (e.g., the reduction of Police Officers assigned to a call or the cancellation of back-up Police Officers) shall be initiated by the full-time Police Officer in charge of the assignment.

ARTICLE XV – PROCEDURAL RIGHTS

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

A. Police Officers' and Police Sergeants' Procedural Rights during Investigative Interviews

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

1. Prior to interview, the Police Officer or Police Sergeant shall be advised of the following:
 - a. The nature of the matter being investigated;
 - b. The specific allegation(s) of misconduct, if any, against the Police Officer or Police Sergeant being interviewed;
 - c. The date, time, and location of the matter that gave rise to the allegation(s);

- d. All rights and obligations pertaining to the *Garrity* rule;
 - e. The Police Officer's or Police Sergeant's right to have representation as provided in Article IV.
2. The interview shall specifically and narrowly focus on the job related conduct of the Police Officer or Police Sergeant.
 3. A recording of the interview session of the Police Officer or Police Sergeant shall be made. The Police Officer or Police Sergeant may make a recording of the interview session, provided however, that no recording shall take place without the knowledge of all parties present.
 4. Before a Police Officer or Police Sergeant is re-interviewed regarding information provided by the Police Officer or Police Sergeant in a previous interview, the Police Officer or Police Sergeant shall be afforded a reasonable opportunity to review a transcript or recording of the Police Officer's or Police Sergeant's previous interview(s) and to have the transcript available during any subsequent interview(s).

B. *Limitations of Investigations*

1. Persons conducting the investigation may not:
 - a. Subject the Police Officer or Police Sergeant under investigation to offensive language or threaten disciplinary action, except a Police Officer or Police Sergeant refusing to respond to questions or submit to interviews shall be informed that failure to answer questions that are narrowly and directly related to job related conduct may result in disciplinary action;
 - b. Make any promise of reward or leniency as an inducement for the Police Officer or Police Sergeant to answer any questions, or
 - c. Be a person with significant personal knowledge of the facts giving rise to the investigation.
2. Persons deciding the disposition of an investigation may not be the person who made the initial allegation(s), either directly or indirectly.

C. *Dispositions and Time Limits*

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

misconduct, a pre-disciplinary hearing will be held no sooner than ten (10) no later than twenty (20) calendar days from the date such notice is received by the Police Officer or Police Sergeant unless otherwise mutually agreed by the Association and the City, or unless otherwise mutually agreed upon by the Police Officer or Police Sergeant and the Chief or appropriate City official.

D. Polygraphs

1. Police Officers or Police Sergeants may not be compelled to submit to a polygraph examination. Disciplinary action may not be taken against Police Officers or Police Sergeants refusing to submit to a polygraph examination, nor may any comment be entered anywhere in the investigator's notes or elsewhere indicating the Police Officer or Police Sergeant refused to submit to a polygraph examination.
2. Testimony or evidence is not admissible at any subsequent judicial or administrative hearing, trial, or proceeding to the effect that the Police Officer or Police Sergeant refused to submit to a polygraph examination.

E. Procedural Safeguards during Disciplinary Process

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

1. Pre-disciplinary Hearing
 - a. Prior to any pre-disciplinary hearing, Police Officers or Police Sergeants and their representatives will be afforded a reasonable opportunity to examine all evidence being relied upon by the City.
 - b. Police Officers and Police Sergeants will be provided with a notice of charges, a statement of the grounds for the charges and the evidence relied upon;
 - c. Police Officers and Police Sergeants shall be afforded an opportunity to respond to said charges.
2. Post-disciplinary Appeal
 - a. Police Officers and Police Sergeants and their representatives shall have an opportunity to review all evidence being relied upon by the City at least fourteen (14) calendar days prior to any appeal proceedings. Any evidence not provided to the Police Officers or their representatives for reasons of confidentiality or other reasons cannot be used in an appeal proceeding.
 - b. Police Officers and Police Sergeants shall have the right to cross examine the City's witnesses, call witnesses in their own behalf, and to give rebuttal evidence to the charges;
 - c. Police Officers and Police Sergeants shall have the right to representation as provided in Article IV;

- d. The post disciplinary appeal shall be heard by an impartial trier of fact as prescribed herein;
- e. The decision of the trier of fact, within its jurisdiction as provided in Article XVI and XVII, shall be based solely on the evidence adduced at the hearing;
- f. A complete and accurate record will be made of the hearing;
- g. Police Officers and Police Sergeants may not be subjected to disciplinary action, discrimination in any aspect of employment, or denied promotion, or threatened with any of these because of the lawful exercise of these rights.

F. Remedy

- 1. Police Officers and Police Sergeants shall not be subjected to disciplinary action except upon compliance with the procedural rights provided in this Article.
- 2. A Police Officer, Police Sergeant or the Association may bring claims that this Article has not been complied with by using the procedural grievance process provided in Article XVI.
- 3. In the event the Chief finds this Article has not been complied with, the Chief shall take such steps as necessary to bring the matter into compliance with these procedural rights.
- 4. If a procedural grievance arises prior to the matter being submitted by the investigator for preliminary disposition, the matter will not be submitted by the investigator for preliminary disposition until the grievance is resolved.
- 5. If a procedural grievance arises after the matter has been submitted for preliminary disposition, the matter will not proceed to the pre-disciplinary hearing or for final disposition or discipline until the grievance is resolved.
- 6. If a procedural grievance arises after final disposition and/or discipline has been administered, the Chief shall reevaluate the final disposition.
- 7. If the Chief determines there should be a change in the final disposition of the matter, the discipline shall be modified or rescinded to reflect the change in the final disposition.

ARTICLE XVI – GRIEVANCE PROCEDURE

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

A. *Scope of Grievances*

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

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

B. *Grievance Procedure*

1. Contractual Grievance

- a. A contractual grievance is an allegation by the Association that the City has violated an express provision of this MOU of Understanding, provided however, that Articles I, XV, XVII, XXI, XXII, XXIII, XXIV, and XXV of this MOU shall not be subject to the contractual grievance procedure.
- b. A contractual grievance shall be confined exclusively to the interpretation and/or application of the express provisions of this MOU except for the Articles described above. A contractual grievance shall not include disciplinary grievances or claims that procedures in Article XV were violated.
- c. The procedural steps for resolution of a contractual grievance shall be as follows:

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

Step 2 If the grievance is not settled at Step 1, the Association may, within fifteen (15) calendar days after receiving the Chief's decision, present the grievance to the City's contract administrator for review and investigation. The City's contract administrator shall submit a written decision to the Chief and the Association within fifteen (15) calendar days following receipt of the grievance.

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

2. Disciplinary Grievance

- a. For the purposes of this MOU, there are two categories of disciplinary grievances:
- i. Those disciplinary actions taken by the City as a result of a sustained charge of misconduct that do not involve a loss of compensation, such as written adverse entries into a Police Officer's or Police Sergeant's personnel file, including written reprimands, referred to in this MOU as "Summary Discipline." For purposes of this MOU, adverse annual merit evaluations shall also be defined as "Summary Discipline."
 - ii. Those disciplinary actions taken by the City which result in a denial or postponement of a merit increase or a suspension without pay of twenty-four (24) hours or less, referred to in this MOU as "Punitive Discipline."
- b. Disciplinary action taken by the City which results in a suspension of more than three (3) days or twenty-four (24) hours or termination must be appealed by the Police Officer or Police Sergeant as provided by statute and Civil Service Rules and Regulations. The procedural steps for resolution of a disciplinary grievance shall be as follows:
- i. Summary Discipline
 - Police Officers and Police Sergeants may appeal summary discipline by filing a written request for appeal with the Chief's office within ten (10) calendar days from the date the Police Officer or Police Sergeant receives the summary discipline.
 - The Chief or designee shall meet with the Police Officer or Police Sergeant to hear the appeal, and may conduct additional meetings or hearings as necessary to resolve the appeal. The Division Commander and Police Officer's or Police Sergeant's representative may make a presentation to the Chief or designee in an effort to resolve the appeal.
 - Any hearing(s) conducted hereunder shall comply with the post disciplinary procedural safeguards provided in Article XV.
- c. The Chief shall give the Police Officer or Police Sergeant a written decision within 30 calendar days of receiving the appeal. The Chief's decision is final and binding.
- i. Punitive Discipline
 - After the Chief has issued punitive discipline, a Police Officer or Police Sergeant may appeal the Chief's decision

to arbitration. The decision of the arbitrator shall be final and binding.

3. Grievances on a Sustained Charge of Misconduct When No Disciplinary Action is Taken

In the event the City sustains a charge of misconduct against a Police Officer, but takes no disciplinary action, the Police officer or Police Sergeant may appeal the sustaining of the charge of misconduct by following the procedure provided herein.

- a. A Police Officer or Police Sergeant may appeal a sustained charge of misconduct by filing a written request for appeal with the Chief's office within ten (10) calendar days from the date the Police Officer or Police Sergeant is notified, in writing, that discipline will not be issued on a sustained charge of misconduct.
- b. If the City does not provide the Police Officer or Police Sergeant notice in writing, the Police Officer or Police Sergeant may appeal the sustained charge of misconduct within twenty (20) calendar days from the date the Police Officer or Police Sergeant learns of the sustained charge of misconduct.
- c. The Chief or designee shall meet with the Police Officer or Police Sergeant to hear the appeal and may conduct additional meetings or hearings as necessary to resolve the appeal. The Division Commander and Police Officer's or Police Sergeant's representative may make a presentation to the Chief or designee in an effort to resolve the appeal.
- d. The Chief shall give the Police Officer or Police Sergeant a written decision within forty-five (45) calendar days of receiving the appeal. The Chief's decision is final and binding.

4. Procedural Grievance

- a. A procedural grievance is an allegation by a Police Officer, Police Sergeant or the Association that the City has violated an express provision of Article XV of this MOU of Understanding.
- b. A procedural grievance shall be confined exclusively to the interpretation and/or application of the express provisions of Article XV of this MOU of Understanding.
- c. The steps for resolution of a procedural grievance shall be as follows:
Step 1 The Police Officer, Police Sergeant or the Association shall file a written grievance with the Chief within fifteen (15) calendar days after the event giving rise to the grievance or fifteen (15) calendar days after the Police Officer, Police Sergeant or Association should reasonably have learned of the event giving rise to the grievance whichever is later.

Step 2 The Chief shall give a written answer to the Police Officer, Police Sergeant or Association within fifteen (15) calendar days after receipt of the grievance.

C. General Rules

1. The time limitations set forth in this Article are of the essence. The City and the Association, the Police Officer or Police Sergeant (for disciplinary or procedural grievances) may mutually agree to extend the time limits in writing. No grievance shall be accepted by the City unless it is submitted within the time limits set forth in this Article unless mutually agreed to in writing.
2. If the Association, Police Officer or Police Sergeant does not timely submit a grievance to the next step, the grievance shall be deemed to have been settled in accordance with the City's answer at the last step. If the City fails to answer within the time limits set forth in this Article, the grievance shall automatically proceed to the next step.
3. Time spent by Police Officers and Police Sergeants in adjusting grievances and/or pursuing arbitration is not working time and shall not be compensated. However, if any review of a grievance is held during the Police Officer's or Police Sergeant's normal working hours, the Police Officer or Police Sergeant will not suffer a loss in compensation.
4. A grievance shall be heard during the City's normal working hours.
5. A Police Officer or Police Sergeant may be represented as provided in Article IV.
6. A Police Officer or Police Sergeant shall not be subjected to retaliation, punitive action or discrimination in any aspect of employment for the lawful exercise of the grievance procedure.
7. When filing a contractual or procedural grievance, the Association shall state the basis for the grievance, the relevant facts, and the specific provision(s) of this MOU the Association claims the City violated. No new claims may be made by the Association once the grievance has been filed except upon discovery of additional evidence relating to the grievance.
8. When filing a disciplinary grievance, a Police Officer or Police Sergeant shall state the basis for the appeal. No new basis for appeal may be made by a Police Officer or Police Sergeant except upon discovery of additional evidence relating to the appeal.
9. Such additional evidence discovered in subparagraphs 7 and 8 above, shall be communicated to the City as soon as possible upon discovery. If the additional evidence is conveyed to the City within ten (10) calendar days prior to a scheduled hearing date, the hearing date shall be continued for fifteen (15) calendar days.

ARTICLE XVII – ARBITRATION PROCEDURE

A. Scope of Arbitration

1. Contractual grievances and disciplinary grievances involving punitive discipline as defined in Article XVI of this MOU, that have been properly and timely processed through the grievance procedure set forth in Article XVI and that have not been settled at the conclusion thereof, may be submitted to arbitration by serving the City with written notice within ten (10) calendar days after receipt of a written decision from the Chief or the City's contract administrator.
2. The failure to serve the City with timely written notice shall constitute a waiver of the Police Officer's, Police Sergeant's or Association's right to submit to arbitration and the written decision of the Chief or the City's contract administrator shall be final and binding on the aggrieved Police Officer, Police Sergeant, the Association and the City.

B. Selection of Arbitrator

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

C. Arbitrator's Jurisdiction

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

1. Contractual Grievances.
 - a. The arbitrator shall confine the decision exclusively to the interpretation and/or application of the express provisions of this MOU at issue between the Association and the City; provided, however, that the arbitrator shall not have jurisdiction to interpret or apply Articles I, XV, XVII, XXI, XXII, XXIII, XXIV, and XXV of this MOU.
 - b. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this MOU, to impose on either party

a limitation or obligation not expressly provided for in this MOU; or to establish or alter any wage rate or wage structure.

- c. The arbitrator does not have jurisdiction to require the City to make or incur expenditures or encumbrances in excess of total appropriations for the Police Department budget as adopted by the City Council.
 - d. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Association and the City.
 - e. The arbitrator has the authority to resolve a dispute as to whether a matter is the proper subject for arbitration.
2. Grievances Involving Punitive Discipline.
- a. The jurisdiction and authority of the arbitrator is confined exclusively to deciding whether the City had just cause to issue the discipline.
 - b. The arbitrator shall have the authority only to affirm or reverse the disciplinary action issued by the City. The arbitrator shall have no authority to modify a disciplinary action.

D. Arbitration Record

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

E. Arbitrator's Decision

1. The arbitrator shall proceed to decide the grievance according to the rules established by the arbitrator except as limited herein, and within the jurisdiction provided for in this Article.
2. The written award of the arbitrator, adjudicated within the arbitrator's jurisdiction and authority, shall be final and binding on the aggrieved Police Officer, Police Sergeant, the Association, and the City.

F. Cost and Fees of Arbitration

1. The expenses, fees and other compensation of any witnesses called before the arbitrator shall be paid by the party calling such witnesses. Other expenses incurred, such as professional services, consultants, preparation of briefs and data to be presented to the arbitrator, shall be paid separately by the respective parties.
2. The arbitrator's fees and expenses, the cost of any hearing room and the cost of a court reporter and of the original transcript shall be paid by the non-prevailing party in the arbitration. The arbitrator shall designate the non-prevailing party.

ARTICLE XVIII - COMMITTEES

A. *Safety Committee*

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

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

B. *Secondary Employment Committee*

The SLCPD and the Association will jointly establish a secondary employment committee to make policy recommendations to the Chief related to all aspects of secondary employment. The committee may review a suspension from secondary employment and provide the Chief a recommendation related to that suspension.

C. *Car per Officer Committee*

The SLCPD and the Association will jointly establish a car per officer committee to make policy recommendations to the Chief. The committee may review a suspension from the program and provide the Chief a recommendation related to that suspension.

D. *COLA Increase*

The City and the Association will jointly establish a committee to discuss a funding mechanism to increase retirees' COLA as allowed by Utah statute. The committee will provide a recommendation to the Mayor no later than March 1, 2010.

ARTICLE XIX – PERSONNEL FILES

A. *Access to Files*

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

1. Access to Internal Affairs files shall be in accordance with the provisions stated in the Police Department's Policy Manual.
2. Access to the Police Officer's or Police Sergeant's personnel file shall be in accordance with the provisions in the Salt Lake City Corporation Policies and Procedures Manual.

B. *Entries into Personnel Files*

1. A document adverse to Police Officers' or Police Sergeants' employment may not be entered in their personnel files (which exclude the Internal Affairs files) without the Police Officer or Police Sergeant having first read and signed the document.
2. The entry may be made, if after reading the document, the Police Officer or Police Sergeant refuses to sign it. The Police Officer's or Police Sergeant's refusal to sign shall be noted in the document. Police Officers and Police Sergeants have ten (10) working days within which to file a written response to any adverse document entered in their personnel file. The written response shall be attached to and accompany the adverse document.

ARTICLE XX – LAYOFFS

Whenever it is necessary to reduce the number of Police Officers or Police Sergeants in SLCPD because of lack of work or lack of funds, the City shall first lay off probationary Police Officers or Police Sergeants. A laid off Police Sergeant shall be returned to a Police Officer position. If further layoffs are necessary, Police Officers shall be laid off in inverse order of departmental seniority as a Police Officer and rehired pursuant to the Rules established by the Salt Lake City Civil Service Commission. In the absence of a reason for not rehiring a laid off Police Officer, the Chief's intent is to rehire laid off Police Officers based upon departmental seniority.

ARTICLE XXI – TERM OF AGREEMENT

This MOU shall be effective from July 1, 2009 to June 30, 2010. The parties may, by mutual written consent, agree to an amendment to this MOU.

It is understood by the City and the Association that if the City Council, in its adoption of the City's final budget for fiscal year 2010, does not appropriate monies to fund all merit increases and other non-wage economic provisions of the MOU, this MOU shall be reopened within ten (10) days after adoption of the fiscal year 2010 final budget.

ARTICLE XXII – LIMITATION ON PROVISIONS

It is understood by the Association and the City that certain provisions of this MOU cannot be implemented by the City except upon public notice and hearing and compliance with various statutory and legal requirements. All financial commitments by the City shall be subject to the availability of funds approved by the City Council and the limitations on future budget commitments provided under State Constitution and Statute.

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

ARTICLE XXIII – STRIKES AND WORK STOPPAGES

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

- A concerted failure to report for duty;
- A concerted absence of Police Officers or Police Sergeants from their positions;
- A concerted stoppage of work;
- A concerted submission of resignations; or
- A concerted absence, in whole or in part, by any group of Police Officers or Police Sergeants from the full, faithful and proper performance of their duties of employment for the purposes of inducing, influencing, condoning or coercing a change in the terms and conditions of employment, including sick calls, sick-outs, slowdowns or any other concerted interference with services provided by the City.

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

ARTICLE XXIV – WAIVER CLAUSE

This MOU supersedes all prior practices and agreements, whether written or oral, unless specifically stated to the contrary herein. This MOU constitutes the complete and entire agreement between the parties and concludes collective bargaining throughout the term of this MOU.

Except as provided for in Article XXI hereof, The City and the Association waive and relinquish the right to re-open or initiate collective bargaining negotiations during the term of this MOU with respect to any issue, including without limitation (i) issues covered in this MOU; (ii) issues not covered in this MOU, whether intentionally, by inadvertence, or otherwise; or (iii) any issues that may arise due to new or changed circumstances that were not contemplated at the time these negotiations were conducted.

ARTICLE XXV – ENABLING CLAUSE

It is understood by the parties that the provisions of the MOU shall not be binding upon the parties, either in whole or in part, until the City shall:

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

ARTICLE XXVI - FISCAL YEAR 2010 ECONOMIC CRISIS

Due to the current economic crisis, the City will suspend payment of one and one-half percent (1.5%) of the wages set forth in Appendix “A” beginning July 1, 2009 and ending no later than June 30, 2010. (Appendix “B” reflects this suspension.)

The City will also suspend payment of merit increases beginning July 1, 2009 and ending no later than June 30, 2010.

The City agrees it will review the suspensions each quarter during fiscal year 2010 to determine if it can reinstate the suspended amounts.

In exchange for these suspensions, the City will provide each Police Officer and Police Sergeant one additional personal holiday each quarter of fiscal year 2010 for a total of four additional personal holidays.

A Police Officer or Police Sergeant who does not take one of these personal holidays during the quarter it is provided will lose that personal holiday. These four personal holidays will not be included when computing overtime during the week they are taken.

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

SALT LAKE CITY CORPORATION

By: _____
RALPH E. BECKER
MAYOR

ATTEST:

SALT LAKE POLICE ASSOCIATION

CITY RECORDER

By: _____
THOMAS GALLEGOS
PRESIDENT

By: _____
ROSLYN HEAPS
VICE PRESIDENT

STATE OF UTAH)
 : ss
COUNTY OF Salt Lake)

On the ___ day of June 2009, personally appeared before me Thomas Gallegos and Roslyn Heaps who being by me duly sworn, did say that they are the President and Vice President of SALT LAKE POLICE ASSOCIATION, INTERNATIONAL UNION OF POLICE ASSOCIATIONS, LOCAL 75, AFL-CIO, that the foregoing instrument was signed on behalf of said association by authority of a resolution of its board of directors; and said persons acknowledged to me that said association executed the same.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

My Commission Expires:

APPENDIX A – WAGE SCHEDULES

POLICE OFFICERS

500 SERIES BASE WAGE SCHEDULE

Effective 7/1/2009

Step	A - Days		B - Afternoons		C - Graveyards		Years of Service*
Grade	Hourly Rate	Bi-Weekly Equivalent	Hourly Rate	Bi-Weekly Equivalent	Hourly Rate	Bi-Weekly Equivalent	
502	\$18.55	\$1,484.00	\$19.01	\$1,520.80	\$19.48	\$1,558.40	Entry
503	\$19.77	\$1,581.60	\$20.26	\$1,620.80	\$20.76	\$1,660.80	1
504	\$21.03	\$1,682.40	\$21.56	\$1,724.80	\$22.08	\$1,766.40	2
505	\$22.30	\$1,784.00	\$22.86	\$1,828.80	\$23.42	\$1,873.60	3
506	\$23.59	\$1,887.20	\$24.18	\$1,934.40	\$24.77	\$1,981.60	4
507	\$24.56	\$1,964.80	\$25.17	\$2,013.60	\$25.79	\$2,063.20	5
508	\$26.20	\$2,096.00	\$26.86	\$2,148.80	\$27.51	\$2,200.80	6
509	\$27.22	\$2,177.60	\$27.90	\$2,232.00	\$28.58	\$2,286.40	7
510	\$28.52	\$2,281.60	\$29.23	\$2,338.40	\$29.95	\$2,396.00	8+

POLICE SERGEANTS

SERGEANT	A Days	B Swing	C Graves
Level 813	\$2,682.40	\$2,749.46	\$2,816.52
Level 812	\$2,555.20	\$2,619.08	\$2,682.96

APPENDIX B – WAGE SCHEDULE WITH 1.5% SUSPENSION

POLICE OFFICERS

500 SERIES BASE WAGE SCHEDULE

Effective 7/1/2009

Step	A - Days		B - Afternoons		C – Graveyards		
Grade	Hourly Rate	Bi-Weekly Equivalent	Hourly Rate	Bi-Weekly Equivalent	Hourly Rate	Bi-Weekly Equivalent	Years of Service*
502	\$18.27	\$1,461.60	\$18.73	\$1,498.40	\$19.18	\$1,534.40	Entry
503	\$19.47	\$1,557.60	\$19.96	\$1,596.80	\$20.44	\$1,635.20	1
504	\$20.71	\$1,656.80	\$21.23	\$1,698.40	\$21.75	\$1,740.00	2
505	\$21.97	\$1,757.60	\$22.52	\$1,801.60	\$23.07	\$1,845.60	3
506	\$23.24	\$1,859.20	\$23.82	\$1,905.60	\$24.40	\$1,952.00	4
507	\$24.19	\$1,935.20	\$24.79	\$1,983.20	\$25.40	\$2,032.00	5
508	\$25.81	\$2,064.80	\$26.46	\$2,116.80	\$27.10	\$2,168.00	6
509	\$26.81	\$2,144.80	\$27.48	\$2,198.40	\$28.15	\$2,252.00	7
510	\$28.09	\$2,247.20	\$28.79	\$2,303.20	\$29.49	\$2,359.20	8+

POLICE SERGEANTS

SERGEANT	A Days	B Swing	C Graves
Level 813	\$2,642.16	\$2,708.21	\$2,774.27
Level 812	\$2,516.87	\$2,579.79	\$2,642.71

APPENDIX C – FMLA SUMMARY

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice.

Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

Additional Information

Refer to the Family Medical Leave Act Policy 3.01.07 on the City's Intranet, InfoBase or contact your Human Resource Consultant.

APPENDIX D – INSURANCE

Bi-Weekly Group Insurance Premiums 2009/2010

PEHP MEDICAL PLANS

	CITY SHARE	EMPLOYEE SHARE
Preferred Care		
Single	138.64	72.44
Double	311.96	172.49
Family	415.93	217.41
Advantage Care		
Single	138.64	46.21
Double	311.96	146.26
Family	415.93	191.18
Summit Care		
Single	138.64	15.40
Double	311.96	34.66
Family	415.93	46.21

DENTAL PLANS

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

PEHP BASIC TERM LIFE

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

PEHP BASIC AD&D

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

LONG TERM DISABILITY

(Police Dept. pays premium for sworn officers)	8.50
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PEHP DEPENDENT CHILD TERM LIFE

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

APPENDIX D – INSURANCE, Cont.

Bi-Weekly Group Insurance Premiums 2009/2010

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

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

PEHP ACCIDENT WEEKLY INDEMNITY (salary limitation)

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

PEHP ACCIDENT MEDICAL EXPENSE

COVERAGE	PREMIUM
2,500	0.38

PEHP OPTIONAL EMPLOYEE & SPOUSE TERM LIFE

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

* 61 - >

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

**ATTACHMENT 1 – COLLECTIVE
BARGAINING RESOLUTION**

Resolution 5 of 2009

Collective Bargaining and Employee Representation Joint Resolution

Adopting a joint resolution recognizing Salt Lake City's existing relationship with the American Federation of State, County and Municipal Employees, Local 1004, AFL-CIO ("AFSCME"); the International Association of Firefighters Local 1645, AFL-CIO ("IAFF"); and the Salt Lake Police Association, International Union of Police Associations, Local 75, AFL-CIO ("SLPA"), authorizing the continuation of those relationships, recognizing the role collective bargaining plays in those relationships and establishing the guidelines for collective bargaining.

WHEREAS, Utah law allows Salt Lake City to establish rules and regulations which are not inconsistent with Utah law; and

WHEREAS, the residents of Salt Lake City are entitled to the orderly and uninterrupted operations of their government; and

WHEREAS, the City has committed to: engage employees in training and career development; engage employees in organizational improvements; provide a fair, respectful, cooperative, and safe work environment; ensure accountability of employees, supervisors, and managers; celebrate success and achievement with City employees; and support employees' work/life balance; and

WHEREAS, discussions with employees related to the terms and conditions of their employment will enable City management to increase productivity, fiscal stability and ensure a high level of employee morale; and

WHEREAS, the Salt Lake City Council and the Salt Lake City Mayor agree that it is in the best interest of Salt Lake City and its employees to allow certain groups of employees to collectively bargain; and

WHEREAS, collective bargaining allows Salt Lake City and its employees to jointly promote harmonious and cooperative relationships between City government and its employees, both collectively and individually; and

WHEREAS, the City has a history of successfully negotiating agreements relating to the terms and conditions of employment with the American Federation of State, County and Municipal Employees, Local 1004, AFL-CIO; the International Association of Firefighters Local

1645, AFL-CIO; and the Salt Lake Police Association, International Union of Police Associations, Local 75, AFL-CIO; and

WHEREAS, the Salt Lake City Council and the Mayor agree that this Resolution replaces the Third Amended Labor Bargaining Resolution, Resolution 41 of 1984, and will establish the outline of how to achieve these goals.

NOW, THEREFORE, it is hereby jointly declared by the Salt Lake City Council and the Salt Lake City Mayor as follows:

1. DEFINITIONS. As used in this Resolution:
 - (a) "AFSCME" means the American Federation of State, County and Municipal Employees, Local 1004, AFL-CIO.
 - (b) "CITY" means Salt Lake City, a Utah municipal corporation.
 - (c) "CONFIDENTIAL EMPLOYEE" means an employee identified by the City who has access to information relating to the City's formation, execution, administration or review of the City's bargaining positions.
 - (d) "ELIGIBLE EMPLOYEE" means any person who is employed on a full time basis by the City except for:
 - (1) Elected officials;
 - (2) An employee in the probationary period of his/her original appointment as defined by City policy;
 - (3) Any "at-will" employee;
 - (4) Any administrator, manager or supervisor who may have direct charge of an employee or any group of employees.
 - (5) Any employee assigned to the Mayor's Office;
 - (6) Any employee assigned to the City Council's Office; and
 - (7) Any employee designated by the City.
 - (e) "EMPLOYEE ORGANIZATION" means AFSCME, IAFF or SLPA.
 - (f) "EMPLOYER" means Salt Lake City Corporation.
 - (g) "EXCLUSIVE REPRESENTATIVE" or "EMPLOYEE REPRESENTATIVE UNIT" or "CERTIFIED EMPLOYEE

ORGANIZATION” means AFSCME, IAFF or SLPA (collectively “unions”).

- (h) “IAFF” means the International Association of Firefighters, Local 1645, AFL-CIO.
- (i) “IMPASSE” means a deadlock in negotiation between a union and the City over any matters required to be negotiated in this Resolution, or over the scope of the subject matter of negotiations.
- (j) “LEGISLATIVE BODY” mean the Salt Lake City Council.
- (k) “NEGOTIATION” means the good faith process by which the City and the unions meet to confer regarding wages, hours and other terms and conditions of employment, and includes the obligation to sign a document outlining the parties’ agreement.
- (l) “SLPA” means the Salt Lake Police Association, International Union of Police Associations, Local 75, AFL-CIO.
- (m) “STRIKE” means:
 - (1) The concerted failure to report for duty;
 - (2) The concerted absence of employees from their positions;
 - (3) The concerted stoppage of work;
 - (4) The concerted submission of resignations;
 - (5) The concerted abstinence, in whole or in part, by any group of employees from the full, faithful and proper performance of the duties of employment for the City for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment, including sick calls, sick-outs, slow-downs or any other concerted interference with services provided by the City; or
 - (6) The collective concerted withholding of services or the performance of duties by any person pending the signing of contracts, including those persons who are customarily employed on a yearly contract basis.
- (n) “TERMS AND CONDITIONS OF EMPLOYMENT” means wages, salaries, working conditions, hours and benefits except as specifically modified in this Resolution.

2. CITY RIGHTS AND OBLIGATIONS.

- (a) The City has the exclusive right to determine the mission of each of its departments, boards and commissions, consistent with Utah statutes, City ordinances and the provisions of this Resolution, and to set standards of service to be offered to the public, and to exercise control and discretion over its organization and operation.

- (b) It is the exclusive right of the City to:
 - (1) Hire and direct its employees;
 - (2) Classify its employees for compensation purposes;
 - (3) Take disciplinary action for proper cause;
 - (4) Relieve its employees from duty because of lack of work, funds or other legitimate reason;
 - (5) Maintain the efficiency of its governmental operation;
 - (6) Determine the method, means and personnel by which the City's operations are to be conducted; and
 - (7) Take whatever actions the City deems necessary to carry out its responsibilities in situations of an emergency.

- (c) The City intends to:
 - (1) Negotiate in good faith with the unions;
 - (2) Compensate its employees in a fiscally responsible manner;
 - (3) Provide, subject to the availability of funds:
 - (i) appropriate training to union officers, board members and stewards;
 - (ii) appropriate labor management committees and processes; and
 - (iii) paid time for each union's officers, board members and stewards to conduct appropriate union business.

- (4) Meet and confer with a union prior to making a decision to privatize any City function which would impact any employee represented by a union;
- (5) Meet and confer with a union prior to designating an employee as ineligible for union representation; and
- (6) Notify the appropriate union prior to reclassifying an employee's position in a manner which makes the employee ineligible for further union representation.

3. EMPLOYEE RIGHTS.

- (a) Eligible employees have the right to form, join and participate in union activities for the purpose of representation on all matters of employee relations described in this Resolution.
- (b) City employees have the right to refuse to join or participate in any union activity and have the right to represent themselves individually in their employment relations with the City.
- (c) An eligible employee has the right to not participate in any and all union activities. No union shall coerce an eligible employee into joining, participating, assisting, supporting or in any other way contributing to the success or operation of a union. No eligible employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise, or refusal to exercise, any of the rights contained in this Resolution.
- (d) This Resolution shall not prevent any employee:
 - (1) From bringing personal concerns to City officials' attention;
 - (2) From acting in his/her own behalf or choosing her/his own representative in a grievance or judicial action; or
 - (3) From enjoying without discrimination, all employment rights and benefits granted by the City.

4. COLLECTIVE BARGAINING REPRESENTATION BY AFSCME OF ELIGIBLE EMPLOYEES.

- (a) Employees currently classified as "100 series" employees may choose to decertify AFSCME for the purpose of collectively bargaining on their behalf if over 66% of all eligible employees casting votes vote for decertification.

- (b) The City will designate employees who are not currently classified in the 100 series who may choose to be represented by AFSCME for the purpose of collectively bargaining if over 50% of all such employees vote for such representation. No supervisory employee or employee otherwise ineligible for union membership shall be included in any such designation.

5. COLLECTIVE BARGAINING REPRESENTATION BY IAFF OF ELIGIBLE EMPLOYEES.

- (a) Employees currently classified as "400 series" employees may choose to decertify IAFF for the purpose of collectively bargaining on their behalf if over 66% of all eligible employees casting votes vote for decertification.
- (b) Employees currently classified as "Fire Captains" may choose to be represented by IAFF for the purpose of collectively bargaining if over 50% of all such employees vote for such representation.

6. COLLECTIVE BARGAINING REPRESENTATION BY SLPA OF ELIGIBLE EMPLOYEES.

- (a) Employees currently classified as "500 series" employees may choose to decertify SLPA for the purpose of collectively bargaining on their behalf if over 66% of all eligible employees casting votes vote for decertification.
- (b) Employees currently classified as "Police Sergeants" may choose to be represented by SLPA for the purpose of collectively bargaining if over 50% of all such employees vote for such representation.

7. REPRESENTATION OF EMPLOYEE GROUPS WHO CHOOSE NOT TO BE REPRESENTED BY AFSCME, IAFF OR SLPA.

If employees in any group outlined in paragraphs 4-6 vote not to be represented by AFSCME, IAFF or SLPA for the purpose of collectively bargaining, they shall not be represented by the applicable union for the purpose of collectively bargaining. The City will meet and confer with any such group to discuss their future representation related to the terms and conditions of their employment.

8. REPRESENTATION OF OTHER EMPLOYEE GROUPS.

Each City department head shall represent their department's employees who are not eligible to be represented by one of the recognized unions during the City's annual compensation plan development process.

9. EXCLUDED EMPLOYEES.

The City shall annually provide each union a list of supervisory, confidential and elected employees. The City will not enter into a Memorandum of Understanding with any union which represents or bargains for an individual on the list.

10. ELECTION AND BALLOTING PROCEDURE.

- (a) The City, in a form approved by the City Attorney, will issue ballots to employees eligible to vote in any election under this Resolution.
- (b) The City will provide to each eligible employee a blank envelope into which the employee shall place a sealed ballot envelope and concise voting instructions prepared by the City Attorney. Each eligible employee is responsible for sealing the marked ballot, writing his/her name on the blank envelope, signing the blank envelope and returning the blank envelope and the ballot envelope to the City Recorder or designee.
- (c) Ballots must be received by the Recorder within fourteen (14) calendar days from the date the ballots are made available. The City Recorder will be responsible for: i) verifying the name appearing on the blank envelope by comparing the name against a list of eligible employees prepared by the City; ii) separating the ballot envelopes from the blank envelopes in a way to ensure the anonymity of each voter; and, iii) tabulating the ballot returns and reporting the election results to the Mayor and City Council. Each group shall be allowed to designate a representative to observe the ballot tabulation.

11. CITY BARGAINING TEAM; DISCUSSIONS THROUGH NEGOTIATIONS.

The Mayor will provide the unions the name of the City's chief negotiator at least five (5) months prior to the expiration of any agreement with the union. The chief negotiator will represent the City in all bargaining and labor negotiations pursuant to the terms of this Resolution. All proposals and negotiations with and by the unions shall be handled by the chief negotiator who shall report and be directly responsible to the Mayor.

12. GOOD FAITH NEGOTIATIONS; MEMORANDUM OF UNDERSTANDING.

- (a) The City's chief negotiator and union representatives will meet to negotiate in good faith issues related to wages, hours and other terms and conditions of employment. The City's chief negotiator and the unions will fully consider any proposals presented during negotiations. The City's chief negotiator and the unions will:

- (1) Submit proposals related to wages, hours and other terms and conditions of employment no later than two (2) weeks prior to the agreed upon date for negotiations to begin;
- (2) Attempt to reach agreement prior to the submission of a budget by the Mayor to the City Council; and
- (3) Jointly discuss employees' compensation issues prior to negotiations in an effort to foster better communication concerning the City's budget process, the impact that process has on employee's compensation, and the methods of determining employees' compensation. The City's chief negotiator and the unions will not use this process to avoid their obligation to negotiate.

Provided, however, the scope of bargaining shall be restricted and shall not include those subjects which the City has no authority to change and shall not infringe on the City's Rights outlined in Paragraph 2 of this Resolution. Negotiations will not include any issues already provided for by Utah law and/or City Ordinance related to the Civil Service or Merit Systems.

- (b) If the City's chief negotiator and a union reach an agreement, they will jointly prepare a written Memorandum of Understanding containing the terms of their agreement. A Memorandum of Understanding is a joint recommendation which the City's chief negotiator and the union will provide to the Mayor no later than May 15, or at a later date in the event negotiations are reopened. If the City's chief negotiator and a union are unable to reach agreement on a Memorandum of Understanding, the City shall implement a one-year compensation plan for the affected work group and/or approve a one-year extension of the existing Memorandum of Understanding.
- (c) The Memorandum of Understanding will not be binding upon the parties, either in whole or in part, until a majority of the members of the applicable union have ratified the Memorandum of Understanding by a majority vote, and until the City Council:
 - (1) Acts by majority vote to approve the Memorandum of Understanding;
 - (2) Enacts ordinances or makes other changes required to implement the Memorandum of Understanding;

- (3) Appropriates the funds required to implement the Memorandum of Understanding which requires funding for each year of its existence.
- (d) After the execution of the Memorandum of Understanding and while the Memorandum of Understanding is pending before the City Council for action, neither the Recognized Employee Organization or their individual members, nor the Mayor shall appear before the City Council or its members, to advocate for any amendment, addition or deletion to the terms and conditions of the Memorandum of Understanding's agreed upon language.
- (e) All Memorandum of Understanding must contain a provision prohibiting strikes or lock-outs. Each Memorandum of Understanding shall have a term of at least one year. It is expressly understood that no Memoranda of Understanding may or can bind succeeding Mayors or Councils.
- (f) A Memorandum of Understanding will be enforceable when entered into in accordance with the provisions of this Resolution. No publication of it shall be required to make it effective.
- (g) Nothing in a Memorandum of Understanding shall prevent the City and a union from identifying and discussing issues related to the terms and conditions of employees' employment during the term of an existing Memorandum of Understanding.

13. CLOSED DOOR NEGOTIATIONS.

Collective bargaining meetings and negotiations between the City and unions and any deliberations of mediators shall be considered private and may be conducted in closed door or executive sessions, without the right of the public to be present, if the parties to the negotiations so decide.

14. RESOLUTION OF IMPASSES.

- (a) If the City's chief negotiator and the unions are unable to reach an agreement by May 15, either party may declare that an impasse exists and the matter shall be submitted to the Mayor and the City Council for resolution.
- (b) Nothing in this Resolution will preclude the City's chief negotiator or a union from jointly requesting the services of an outside mediator. The costs associated with any outside mediator shall be equally borne by the City and the union making the request.

- (c) If the City's chief negotiator and a union reach impasse on any issue related to compensation, the City and/or the applicable union may discuss the issue directly with the Mayor and/or City Council.

15. PROCEDURAL RIGHTS.

The City shall have the right to promulgate rules and regulations governing union activity, including procedures for meeting with management, use of bulletin boards and other publicly owned facilities, and the solicitation of membership during business hours.

16. COURT DECLARATION.

Should any court declare any provision of this Resolution void, invalid, illegal or unconstitutional, the whole Resolution shall be deemed rescinded, repealed and of no effect.

17. UNFAIR LABOR PRACTICES.

- (a) Utah law prohibits the City, its representatives or agents from:
 - (1) Restraining or coercing or interfering with any employee in the exercise of rights guaranteed under this Resolution;
 - (2) Discriminating against one employee organization in favor of another employee organization;
 - (3) Discharging or otherwise discriminating against any employee with reference to terms and conditions of employment for the purpose of encouraging or discouraging membership, support or participation in any labor organization or because the employee has signed or filed an affidavit, petition or complaint, or given any information or testimony under this Resolution;
 - (4) Refusing to negotiate in good faith with an Employee Organization designated as the exclusive representative of employees in an appropriate unit; or
 - (5) Locking out employees.
- (b) Utah law prohibits the unions, their agents or employees, and where appropriate, City employees from:
 - (1) Restraining or coercing or interfering with employees in the exercise of the rights guaranteed under this Resolution, including but not limited to, attempting to cause the City to discriminate

against an employee in violation of such employee's rights under this Resolution or other applicable law;

- (2) Restraining or coercing the City in the selection of a representative for purposes of collective bargaining or the adjustment of grievances;
 - (3) Refusing to negotiate in good faith with the City, if the organization has been designated the exclusive representative of a group of employees; or
 - (4) Engaging in a strike, or encouraging, aiding or abetting any City employee to engage in any strike, which are in addition to being prohibited, are declared to be illegal.
- (c) Every union and its officers and agents shall have an affirmative duty to take immediate, appropriate and effective affirmative action to end an employee strike or work stoppage.

18. PETITION FOR DECERTIFICATION.

The City Council, the Mayor, or any employee, or group of employees, represented by AFSCME, IAFF or SLPA may file a petition alleging that the applicable union no longer represents the interests of a majority of the employees eligible for representation by the applicable union. The petition must contain: i) a statement outlining the basis for the petition; ii) a declaration by the person signing it that its contents are true and correct; and, iii) the signature of the person or persons filing the petition. The original and two (2) copies of the petition shall be filed with the City Recorder.

19. NOTICE AND HEARING ON PETITION.

- (a) No later than ten calendar days after the City Recorder receives a petition for decertification, the City shall provide a copy to the union named in the petition.
- (b) If the City determines that the petition meets the requirements of this Resolution, it will require a public hearing be held to discuss the petition. The City will provide the petitioner and the affected union at least fourteen (14) calendar days written notice of the time and place of the hearing.
- (c) If the decertification petition was filed by the Mayor, the City Council, or designated representative, may conduct a prehearing conference with the petitioner and the affected union prior to a hearing in order to clarify any

issues to be addressed at the hearing and to set a date for the public hearing on the petition.

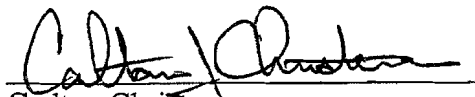
- (d) If the decertification petition was filed by the City Council, the Mayor, or designated representative, may conduct a prehearing conference with the petitioner and the affected union prior to a hearing in order to clarify any issues to be addressed at the hearing and to set a date for the public hearing on the petition.
- (e) If the decertification petition was filed by an employee or group of employees, the Mayor, or designated representative, may conduct a prehearing conference with the petitioner(s) and the affected union prior to a hearing in order to clarify any issues to be addressed at the hearing and to set a date for the public hearing on the petition.
- (f) Any hearing held pursuant to this Resolution will be limited to the issues outlined in the petition.
- (g) The City Council or the Mayor shall have the discretion to determine the issues or matters outlined in the petition which will be discussed at the public hearing.
- (h) The City Council or the Mayor may determine majority representation status by holding a vote of the employees eligible to be represented by the applicable union.
- (i) The City Council or the Mayor shall issue a written decision addressing the petition no later than 30 calendar day after the public hearing on the petition.

20. TERM.

Prior to March 31, 2011, the Mayor or designee and the unions shall meet and confer to discuss any modifications to the Resolution's terms and jointly report the results of such meeting to the City Council no later than April 1, 2011.

Passed by the City Council of Salt Lake City, Utah, this 13 day of

January, 2009.


Carlton Christensen
CHAIR

ATTEST:

Christine Neeka
CITY RECORDER

Transmitted to Mayor on the 13 day of January, 2009.



ATTEST:

Christine Neeka
CITY RECORDER

Ralph Becker
Ralph Becker
Mayor

APPROVED AS TO FORM:

[Signature]
Senior City Attorney



Police Union Contract Changes

July 1, 2009 – June 30, 2010

Added language to include Police Sergeants

Article Number	Current Contract Language	New Contract Language
Article V – Wages	<ul style="list-style-type: none"> • Effective July 1, 2006 • E. Years of Service Police Officers who take voluntary leave of absence shall have deducted from their years of service, resulting in an adjustment to their anniversary date. • F. Lateral Entry For the purposes of the wage schedules, Police Officers hired under the Lateral Entry Hiring Program will be granted years of service according to the terms of the program. Such years of service shall be included in the calculation of leave time benefits, but shall not apply to the computation of longevity pay or departmental seniority. 	<ul style="list-style-type: none"> • Effective July 1, 2009 • E. Years of Service <i>(New)</i> For purposes of Police Sergeants' wage schedules, it is understood that Police Sergeants have an anniversary date reflecting the actual date they were promoted by the Police Department. Police Officers and Police Sergeants who take a voluntary leave of absence <i>or who either retire or resign from their employment but return to work within one (1) year as allowed by Civil Service Commission Rules</i> shall have such time deducted from their years of service, resulting in an adjustment to their anniversary date. • F. Lateral Entry For the purposes of the wage schedules, Police Officers hired under the Lateral Entry Hiring Program will be granted years of service according to the terms of the program. Such years of service shall be included in the calculation of all leave time benefits, but shall not apply to the computation of longevity pay, departmental seniority <i>or for the calculation of short term disability benefits.</i>
Article VI – Hours of Service		<ul style="list-style-type: none"> • A. Hours of Service 3. <i>(New)</i> Police Sergeants shall be provided break / lunch time in accordance with the operational needs of the department.

Article Number	Current Contract Language	New Contract Language
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<p>Article VI – Hours of Service, Cont.</p>	<ul style="list-style-type: none"> • G. Standby Police Officers directed by their Division Commander or designee to keep themselves available for City Service during regularly scheduled days off shall receive the following compensation: a Police Officer will be compensated one (1) hour 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. 	<ul style="list-style-type: none"> • G. Standby Police Officers and Police Sergeants directed by their Division Commander or designee to keep themselves available for City service during otherwise off duty hours will be paid one (1) hour of straight time for each calendar day on standby. This compensation shall be in addition to any callout pay or pay for time worked the employee may receive during the standby period. • K. Departmental Seniority <i>(New)</i> Police Sergeants will bid shifts, days off, and division work assignments by time in rank when a conflict does not exist with departmental policy or operating efficiency.
<p>Article VIII – Vacations</p>		<ul style="list-style-type: none"> • C. Rules for Taking Vacation <i>(New)</i> A Police Officer or Police Sergeant may request vacation time which the Police Officer or Police Sergeant has already accrued or will have accrued prior to the requested dates. • <i>(New)</i> 3. Police Sergeants may accumulate vacation (including both earned vacation and sick leave conversion time) according to their credited years of employment with the City up to the following maximum limits: <ul style="list-style-type: none"> a. Up to nine (9) years: up to two hundred forty (240) hours; b. After nine (9) years: up to two hundred eighty (280) hours; c. After fourteen (14) years: up to three hundred twenty (320) hours.
<p>Article IX – Sick Leave, Other Related Leave and Personal Leave</p>	<ul style="list-style-type: none"> • <i>Moved to Article X – Leave of Absence</i> Benefits in this Article are for the purpose of continuing income to employees during absences due to illness, hospitalization, or other specifically identified reasons. Some of these absences may qualify under the Family Medical Leave Act 	<ul style="list-style-type: none"> • <i>(New)</i> A Police Officer or Police Sergeant on Plan A will be allowed to convert to Plan B during the 2009 City wide conversion window. The City and the Association agree to jointly discuss the terms of any conversion before opening the conversion window. Any agreed upon terms of the conversion window will be distributed to each employee on Plan A as an appendix to the

Article Number	Current Contract Language	New Contract Language
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<p>Article IX – Sick Leave, Other Related Leave and Personal Leave, Cont.</p>	<p>(FMLA), which is a federal law that provides up to twelve (12) weeks of unpaid leave each year and protects jobs and health care benefits for eligible employees who need to be off work for certain qualifying “family and medical” reasons. The City requires all employees using FMLA leave to exhaust their paid leave allotments for FMLA-qualifying events prior to taking FMLA leave unpaid. The paid leave parameters are defined in this Memorandum. Appendix “B” outlines the FMLA rights and obligations of the City and the Police Officers.</p>	<p>MOU.</p> <ul style="list-style-type: none"> • <i>(New)</i> The City and the Association agree to jointly discuss changes to Plan A. The City and Association agree to make a recommendation(s) to the Mayor no later than March 1, 2010 on any recommended changes. • <i>(New)</i> G. Retirement Benefit, Plan “A.” Police Sergeants <ol style="list-style-type: none"> 1. Police Sergeants 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. 2. In lieu of the above, Full-Time employees may elect to convert the sick leave privilege provided above to 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
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Article IX – Sick Leave, Other Related Leave and Personal Leave, Cont.

- **G. Hospitalization Leave**

- **H. Recovery of Sick Leave and Hospital Benefits**

- **I. Paid Personal Leave (Plan “B”)**
 1. Amount of Paid Personal Leave
Each Police Officer under this Optional Plan shall be awarded, at the beginning of the second pay period in November of each calendar year, paid personal leave hours based on the following schedule;

 2. City Contribution
Police Officers may not carry over more than eighty (80) hours of personal leave to the next plan year. For any personal leave unused by a Police Officer above eighty (80) hours on that date, the City, shall contribute the value of the unused personal leave to the Nationwide Post Employment Health Plan. The value of this contribution shall be based on the wage schedule at the

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.

- **H. Hospitalization Leave** (moved one letter down due to new G. Retirement Benefit Plan A)

- **I. Recovery of Sick Leave and Hospital Benefits**

- **J. Paid Personal Leave (Plan “B”)**
 1. Amount of Paid Personal Leave
Each Police Officer **or Police Sergeant** shall be awarded personal leave at the beginning of the second pay period in November. **Personal leave time will be available for use on December 11, 2009** based on the following schedule;

 2. City Contribution
Police Officers **and Police Sergeants** may not carry over more than eighty (80) hours of personal leave to the next plan year, **which begins the second pay period of November 15, 2009.** For any personal leave unused by a Police Officer **or Police Sergeant** above eighty (80) hours on that date, the City, **no later than December 24, 2009**, shall contribute the value of the unused personal leave to the Nationwide Post Employment Health Plan. The value of this contribution shall be based on

Article Number	Current Contract Language	New Contract Language
<p>Article IX – Sick Leave, Other Related Leave and Personal Leave, Cont.</p>	<p>end of the plan year. This contribution shall not be subject to election by the Police Officer.</p> <p>5. <u>Retirement / Layoff (R/L) Benefit</u></p> <p>a. Police Officers who were hired before July 1, 2006, and who elect in writing during the period between August 1, 2006, and September 30, 2006, to be covered under Plan “B” shall have a one-time option during this election period to convert up to one hundred sixty (160) hours of sick leave to eighty (80) hours of personal leave and shall have an RL account equal to fifty percent (50%) of their accumulated unused sick leave hours available on November 1, 2006</p> <p>b. Police Officers who were hired before July 1, 2006, and who elect in writing during the period between August 1, 2007, and September 30, 2007, to be covered under Plan “B,” shall have an RL account equal to fifty percent (50%) of their accumulated unused sick leave hours available on November 1, 2007.</p> <p>c. After a Police Officer makes the election to be covered by Plan “B”, the Police Officer shall have no other accumulated sick leave except for those hours in the RL account.</p>	<p>the wage schedule at the end of the plan year. This contribution shall not be subject to election by the Police Officer or Police Sergeant.</p> <p>5. <u>Retirement / Layoff (R/L) Benefit</u> – (Unnecessary language removed)</p> <p><i>(New)</i> a. All of the hours in the R/L account shall be payable at layoff as follows: The Police Officer or Police Sergeant shall be paid for each hour in the Police Officer’s R/L account.</p> <p><i>(New)</i> b. Upon a Police Officer’s or Police Sergeant’s retirement, the City will contribute the cash value of the Police Officer’s or Police Sergeant’s R/L account to the Nationwide Post Employment Health Plan, in accordance with the provisions and requirements of that Plan. The value of that contribution will be calculated using the hourly rate of pay for the last day the Police Officer or Police Sergeant actually worked prior to retirement.</p>

Article Number	Current Contract Language	New Contract Language
<p>Article X – Leave of Absence</p>	<ul style="list-style-type: none"> • Bereavement Leave language is separated into Plan A and Plan B, new language is a combination of both. 	<ul style="list-style-type: none"> • A. Bereavement Leave <p>Bereavement Leave may be approved by the Chief or designee for the death of persons who stood in loco parentis for a Police Officer or Police Sergeant or his or her spouse.</p> <p>Time off with pay will be granted a full-time Police Officer or Police Sergeant who suffers the loss of a wife, husband, child, stepchild, mother, father, stepmother, stepfather, sister, stepsister, brother, stepbrother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, step-grandchild, grandfather, grandmother, step-grandmother, step grandfather, grandmother-in-law, grandfather-in-law, domestic partner, and relatives of a domestic partner listed above. In the event of the death of any of these persons, a Police Officer or Police Sergeant will be paid his or her regular base for scheduled work time from the time of death through the day of the memorial service not to exceed forty (40) hours.</p> <p>A Police Officer or Police Sergeant will receive one (1) additional shift of paid bereavement leave following the memorial if the memorial is held more than one hundred fifty (150) miles from Salt Lake City and the day following the memorial is a regular working shift.</p> <p>If relatives other than those listed above die, a Police Officer or Police Sergeant will be paid for one (1) work shift from scheduled working hours while attending the relative’s memorial service.</p> <p>In the event that a Police Officer’s or Police Sergeant’s friend dies, a Police Officer or Police Sergeant may be granted time off without pay while attending the memorial service, not to exceed one half shift, subject to the approval of his or her immediate supervisor.</p> <p>A Police Officer or Police Sergeant may be asked to provide proof of a death to his or her supervisor, including the death’s date and</p>

Article X – Leave of Absence, Cont.

- **B. Military Leave**
Said leave shall be granted for no more than five (5) cumulative years, consistent with the federal Uniform Services Employment and Reemployment Act, 38 U.S.C. 4301 *et seq.*

the memorial service’s date and location.

If any family member identified above dies while a Police Officer or Police Sergeant is on vacation, his or her vacation will be extended by the amount of time authorized as bereavement leave.

Police Officers or Police Sergeants who are on an unpaid leave of absence are not entitled to Bereavement Leave.

The Chief or designee has the discretion to grant a Police Officer or Police Sergeant additional bereavement leave.

- *(Moved from Article IX Sick Leave.../ Reworded)* **B. Family Medical Leave Act (FMLA)**
Benefits in this Article are for the purpose of continuing income to employees during absences due to illness, hospitalization, or other specifically identified reasons. Some of these absences may qualify under the Family and Medical Leave Act (FMLA). FMLA is a federal law that provides a period of unpaid leave each year and protects jobs and health care benefits for Police Officers and Police Sergeants who need to be off work for certain “family and medical” reasons. Police Officers and Police Sergeants may obtain a complete copy of the City’s FMLA policy on the City’s intranet or may request a copy from the City’s Division of Human Resource. The City requires all employees using FMLA leave to exhaust their paid leave allotments for FMLA qualifying events prior to taking unpaid FMLA leave. Summary provided under Appendix C.
- **B. Military Leave**
(Reworded) ...shall be entitled to be absent from their duties and service with the City, without pay, as required by state and federal law.

Article Number	Current Contract Language	New Contract Language
<p>Article XI – Tuition Aid, Uniform, K-9, Automobile, and Travel Allowances</p>	<ul style="list-style-type: none"> • B. Uniform Allowance <ol style="list-style-type: none"> 1. Effective Date July 1, 2006 	<ul style="list-style-type: none"> • B. Uniform Allowance <ol style="list-style-type: none"> 1. Effective Date July 1, 2009 • <i>(New)</i> 5. Police Sergeants will receive one (1) additional uniform pants, one (1) additional uniform shirt, and one (1) uniform tie. • <i>(New)</i> 6. During the term of this Memorandum, the City and the Association agree to jointly study a Quartermaster System. This study will be directed by the Chief of Police and the President of the Association, working cooperatively. A Quartermaster System would involve the purchase of all uniforms equipment. • <i>(New)</i> If the study results in a mutually agreeable Quartermaster System during the term of this Memorandum, an addendum to this Memorandum shall be added. • <i>(New)</i> E. Blood Draw Callout Police Officers who participate in an evidentiary Blood Draw Program, and are called to a scene to perform blood draw duties shall receive a minimum of two (2) hours compensation at one and one half times their wage rate, or one and one half times their wage rate for actual hours worked, whichever is greater for each blood draw performed. Off-duty Police Officers who participate in an evidentiary Blood Draw Program shall be used first to perform blood draws. If no off-duty Police Officers are available the City may use on-duty Police Officers for this function. On-duty Police Officers will not receive overtime compensation for a blood draw unless the blood draw extends past the end of their regularly scheduled shift. If the blood draw duties extend past the end of a Police Officer’s regularly scheduled shift, the Police Officer shall receive two (2) hours compensation at one and one half times their wage rate or compensation at one and one half

Article Number	Current Contract Language	New Contract Language
<p>Article XI – Tuition Aid, Uniform, K-9, Automobile, and Travel Allowances, Cont.</p>		<p>times their wage rate for time worked past the end of their regularly scheduled shift, whichever is greater.</p> <p>The selection, training and scheduling of Police Officers for an evidentiary Blood Draw Program will be established by Department Policy developed by the Chief of Police and the Association President.</p>
<p>Article XII – Insurance</p>	<ul style="list-style-type: none"> • A. Life, Accidental Death, and Dismemberment; Dental; and Health Insurance 2. The amount that the City will contribute to the Police Officer’s insurance, and the premium paid by Police Officers during fiscal year 2006 is set forth in Appendix “C” attached. During fiscal year 2007 and fiscal year 2008 the City shall contribute to the Police Officers’ insurance upon the terms and conditions the City provides to employees in all other Certified Bargaining Units during said year. 	<ul style="list-style-type: none"> • A. Life, Accidental Death, and Dismemberment; Dental; and Health Insurance <i>(Unnecessary language removed :)</i> 2. The amount that the City will contribute to the Police Officer’s insurance, and the premium paid by Police Officers during fiscal year 2006 is set forth in Appendix “C” attached. During fiscal year 2007 and fiscal year 2008 the City shall contribute to the Police Officers’ insurance upon the terms and conditions the City provides to employees in all other Certified Bargaining Units during said year.
<p>Article XIII – Pension Plan Contribution</p>	<ul style="list-style-type: none"> • <i>(Unnecessary Language. Removed)</i> A. Contributory Retirement System For Police Officers enrolled in the Public Safety Contributory Retirement System, as defined in Sections 49-4-103 <i>et seq.</i>, Utah Code Ann., the City shall make the following contributions to the Utah State Retirement Fund: 1. the employer’s share as required by statute; and 2. an additional 9.40% of the Police Officer’s eligible earnings. This represents a portion of the total employee’s share required by 	

Article Number	Current Contract Language	New Contract Language
Article XIII – Pension Plan Contribution, Cont.	<p>statute. Police Officers shall pay the balance of the employee’s share required by statute.</p> <ul style="list-style-type: none"> • B. Noncontributory Retirement System Sections 49-4a-103 <i>et seq.</i> Utah Code Ann., 	<ul style="list-style-type: none"> • B. Noncontributory Retirement System <i>(Removed)</i> Sections 49-4a-103 <i>et seq.</i> Utah Code Ann., <i>(New)</i> state code,
Article XVIII – Committees	<ul style="list-style-type: none"> • Article XVIII - Safety 	<ul style="list-style-type: none"> • <i>(Renamed):</i> Article XVIII Committees • <i>(Renamed)</i> A. Safety Committee • <i>(New)</i> B. Secondary Employment Committee The SLCPD and the Association will jointly establish a secondary employment committee to make policy recommendations to the Police Chief related to all aspects of secondary employment. The committee may review a suspension from secondary employment and provide the Chief a recommendation related to that suspension. • <i>(New)</i> C. Car per Officer Committee The SLCPD and the Association will jointly establish a car per officer committee to make policy recommendations to the Police Chief. The committee may review a suspension from the program and provide the Chief a recommendation related to that suspension. • <i>(New)</i> D. COLA Increase The City and the Association will jointly establish a committee to discuss a funding mechanism to increase retirees’ COLA as allowed by Utah statute. The committee will provide a recommendation to the Mayor no later than March 1, 2010.
Article XX – Layoffs		<ul style="list-style-type: none"> • <i>(New)</i> Whenever it is necessary to reduce the number of Police Officers or Police Sergeants in SLCPD because of lack of work or lack of funds, the City shall first lay off probationary Police Officers or Police Sergeants. A laid off Police Sergeant shall be returned to a Police Officer position. If further layoffs are necessary, Police Officers shall be laid

Article Number	Current Contract Language	New Contract Language
Article XX – Layoffs, Cont.		<p>off in inverse order of departmental seniority as a Police Officer and rehired pursuant to the Rules established by the Salt Lake City Civil Service Commission. In the absence of a reason for not rehiring a laid off Police Officer, the Chief's intent is to rehire laid off Police Officers based upon departmental seniority.</p>
Article XXI – Term of Agreement		<ul style="list-style-type: none"> • Updated dates in the MOU
<i>(New)</i> Article XXVI – Fiscal Year 2010 Economic Crisis		<ul style="list-style-type: none"> • Due to the current economic crisis, the City will suspend payment of one and one-half percent (1.5%) of the wages set forth in Appendix "A" beginning July 1, 2009 and ending no later than June 30, 2010. (Appendix "B" reflects this suspension.) • The City will also suspend payment of merit increases beginning July 1, 2009 and ending no later than June 30, 2010. • The City agrees it will review the suspensions each quarter during fiscal year 2010 to determine if it can reinstate the suspended amounts. • In exchange for these suspensions, the City will provide each Police Officer and Police Sergeant one additional personal holiday each quarter of fiscal year 2010 for a total of four additional personal holidays. • A Police Officer or Police Sergeant who does not take one of these personal holidays during the quarter it is provided will lose that personal holiday. These four personal holidays will not be included when computing overtime during the week they are taken.

SALT LAKE CITY ORDINANCE
No. _____ of 2009

(Approving the Compensation Plan for
All non-represented Employees
of Salt Lake City)

AN ORDINANCE APPROVING A COMPENSATION PLAN FOR ALL NON-
REPRESENTED EMPLOYEES OF SALT LAKE CITY.

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

SECTION 1. PURPOSE. The purpose of this Ordinance is to approve the attached Compensation Plan for all non-represented Salt Lake City employees. Three copies of said Compensation Plan shall be maintained in the City Recorder's Office for public inspection.

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

SECTION 3. EFFECTIVE DATE. This Ordinance shall be deemed effective on July 1, 2009.

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

_____, 2009.

CHAIRPERSON

ATTEST:

CITY RECORDER

Transmitted to the Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

ATTEST:

CITY RECORDER

(SEAL)

Bill No. _____ of 2009.
Published: _____.

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 4-27-09
By [Signature]

FY 2010 COMPENSATION PLAN FOR SALT LAKE CITY CORPORATION

I. EFFECTIVE DATE

The provisions of this plan shall be effective commencing July 1, 2009.

II. EMPLOYEES COVERED BY THIS PLAN

Employees subject to this plan include: Full-Time, Regular Part-Time and Job Sharing City employees not otherwise represented by a recognized collective bargaining unit and not covered by the provisions of an applicable memorandum of understanding, including "600 Series" and "300 Series" "Exempt and Non-Exempt Professional" employees; Regular Part-time "700 Series" employees; Police Lieutenants & Captains, classified as "800 Series"; "900 Series" "Exempt" Fire Battalion Chiefs; and, Elected Officials and full-time employees classified as "Appointed".

III. WAGES AND SALARIES

A. Determination

1. The Mayor shall develop policies and guidelines for the administration of the pay plans.
2. To the degree that funds permit, employees shall be paid compensation that:
 - a. Is commensurate with the skills and abilities required of the position;
 - b. Achieves equal pay for equal work;
 - c. Attains comparability and is competitive with the compensation paid by other public and/or private employers with whom the City compares and/or competes for personnel recruitment and retention.
3. When applicable, compensation surveys used to determine comparability shall include a cross section of comparable benchmark positions in organizations with whom the City competes for personnel recruitment and retention.
 - a. Compensation surveys shall measure total compensation including salaries and wages, paid leave, group insurance plans, retirement, and all other benefits.
 - b. The compensation plans may provide salary range widths that reflect the normal growth and productivity potential of employees within a job classification.
4. Due to the current economic crisis, the City will suspend and reduce each City employee's base salary or hourly rate by 1.5% beginning July 1, 2009. In exchange for this suspension, the City shall provide each employee one (1) additional personal holiday during each quarter for a total of four (4) additional personal holidays during fiscal year 2010. An employee not using a personal holiday during the quarter it is provided will lose the right take the personal holiday and will not receive any additional compensation for the suspension of pay. Use of additional personal holidays shall be taken upon request of each employee and at the discretion of the employee's supervisor.

B. Schedules

1. Full-Time "300 Series" Non-Exempt Professional (non-union) employees shall be paid compensation according to the wage schedule attached as Appendix "A." "Non-Exempt Professional" employees shall mean Professional employees who are covered by the overtime provisions of the FLSA.
2. Full-Time "600 Series" Exempt Professional employees shall be paid compensation according to the salary schedule attached as Appendix "B." "Exempt Professional" employees shall mean Professional employees who are defined by §213 of the Fair Labor Standards Act (the "FLSA") as exempt from the Act's overtime provisions.
3. Regular Part-Time "700 Series" employees are those who were 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 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. 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.
4. Full-time "800 Series" Lieutenants and Captains in the City's Police Department shall be paid compensation according to the wage schedule attached as Appendix "C."
5. Employees classified as "900 Series" "Exempt" Battalion Chiefs in the City's Fire Department shall be paid compensation according to Appendix "D."
6. "Appointed" employees, 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). Appointed employees shall be paid within the ranges provided in the schedule attached as Appendix "E".

Any performance-based pay adjustment about the "Base Pay Maximum" of the salary range shall be given as a supplemental payment not added to base. In no case will such annual supplemental payment be allowed to exceed the "Range Top."

7. Elected officials shall be paid annual compensation according to schedule attached as Appendix "F."
- C. Other Compensation. The foregoing shall not restrict the Mayor or the City Council 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. Retention incentives or special lump sum payments

recommended by the department directors, Police Chief or Fire Chief are subject to the Mayor's approval. The Mayor or the City Council may also grant a discretionary retention incentive benefit, if deemed appropriate due to employment market conditions or where it would be in the City's best interests to do so. Additionally, nothing in the foregoing shall restrict the Mayor from classifying or advancing employees under rules established by the Mayor.

IV. INSURANCE

- A. Group Insurance. The City will make available medical, dental, life, accidental death & dismemberment, long-term disability insurance and an employee assistance program (EAP) to all eligible employees and their eligible spouse, adult designee, dependents and dependents of adult designee. The City's contribution towards any medical plan will be an amount equal to 90% of the total premium of the most economical medical plan (Summit Care). The City will pay 100% of the basic term life and basic accidental death & dismemberment plan premiums. The City will deduct the employee-portion of any premiums due for benefit plans for which an employee elects, including medical, dental, additional life insurance, additional accidental death & dismemberment and long-term disability each bi-weekly pay day.
- 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.

V. WORKERS' COMPENSATION

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

VII. RETIREMENT

- A. 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' or Public Safety Retirement Systems (Contributory and Non-Contributory); or, the Utah Firefighters Retirement System
 - 2. Deferred Compensation Programs
 - 3. Retirement Incentive Programs
- B. The 2009-2010 fiscal year retirement contribution rates for employees covered by this paragraph are shown in Appendix "G".

VIII. RECOGNITION OF THE PROFESSIONAL EMPLOYEES COUNCIL

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

IX. 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.

X. 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.

XI. APPROPRIATION OF FUNDS

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

XII. 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.

XIII. REGULAR PART-TIME EMPLOYEES

- A. 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.
- B. Regular Part-Time employees shall be paid a wage equal to a prorated amount of the salary of a similarly classified Full-Time employee.
- 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;

2. Education and Training Pay;
 3. Holidays, vacation and other leaves of absence; and,
 4. City's contribution to insurance premiums.
- D. Regular Part-Time employees may also receive other insurance benefits, wage differentials and other allowances.
- E. Regular Part-Time employees may participate in retirement programs.
- F. There shall be no cost to Regular Part-time employee for Short-term Disability insurance. Short-term disability benefits will be prorated.

FY 2010 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, ~~2008~~2009.

II. EMPLOYEES COVERED BY THIS PLAN

Employees subject to this plan ~~include: shall be~~ Full-Time, Regular Part-Time and Job Sharing City employees not otherwise represented by a recognized collective bargaining unit and not covered by the provisions of an applicable memorandum of understanding, including classified as "600 Series" and "300 Series" "Exempt and Non-Exempt Professional" employees; Regular Part-time "700 Series" employees; Police Lieutenants & Captains, classified as "800 Series"; "900 Series" "Exempt" Fire Battalion Chiefs; and, Elected Officials and full-time employees classified as "Appointed". 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. The Mayor shall develop policies and guidelines for the administration of the pay plans.

2. 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. Achieves equal pay for equal work;

bc. Is Attains comparability and is competitive with the compensation paid by other public and/or private employers with whom the City compares and/or competes for personnel recruitment and retention.

~~23.~~ When applicable, Compensation-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.

~~3a.~~ Compensation surveys shall measure total compensation including salaries and wages, paid leave, group insurance plans, retirement, and all other benefits.

~~b.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.

64. 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. Due to the current economic crisis, the City will suspend and reduce each City employee's base salary or hourly rate by 1.5% beginning July 1, 2009. In exchange for this suspension, the City shall provide each employee one (1) additional personal holiday during each quarter for a total of four (4) additional personal holidays during fiscal year 2010. An employee not using a personal holiday during the quarter it is provided will lose the right take the personal holiday and will not receive any additional compensation for the suspension of pay. Use of additional personal holidays shall be taken upon request of each employee and at the discretion of the employee's supervisor.

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.~~
21. Effective June 29, 2008, Full-Time "600 Series" Exempt Professional "300 Series" Non-Exempt Professional (non-union) employees shall be paid compensation according to the wage schedule attached as Appendix "A." "Non-Exempt Professional" employees shall mean Professional employees who are covered by the overtime provisions of the FLSA.
32. Effective June 29, 2008, Full-Time "300 Series" Non-Exempt Professional "600 Series" Exempt Professional employees shall be paid compensation according to the salary schedule attached as Appendix "B." "Exempt Professional" employees shall mean Professional employees who are defined by §213 of the Fair Labor Standards Act (the "FLSA") as exempt from the Act's overtime provisions.
3. Regular Part-Time "700 Series" employees are those who were 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 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. 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.

4. Full-time "800 Series" Lieutenants and Captains in the City's Police Department shall be paid compensation according to the wage schedule attached as Appendix "C."
5. Employees classified as "900 Series" "Exempt" Battalion Chiefs in the City's Fire Department shall be paid compensation according to Appendix "D."
6. "Appointed" employees, 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). Appointed employees shall be paid within the ranges provided in the schedule attached as Appendix "E".

Any performance-based pay adjustment about the "Base Pay Maximum" of the salary range shall be given as a supplemental payment not added to base. In no case will such annual supplemental payment be allowed to exceed the "Range Top."

7. Elected officials shall be paid annual compensation according to schedule attached as Appendix "F."
- C. Other Compensation. The foregoing shall not restrict the Mayor or the City Council 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. Retention incentives or special lump sum payments are recommended by the department directors, Police Chief or Fire Chief and are subject to the Mayor's approval. The Mayor or the City Council may also grant a discretionary retention incentive benefit, if deemed appropriate due to employment market conditions or where it would be in the City's best interests to do so. 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. 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 allowance of \$69.60 per pay period. See paragraph D. below. Exception: The allowance for Full-Time "600 Series" employees will be \$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 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.E. 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 (October 19, 2008 to March 7, 2009), not to exceed \$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 \$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 \$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:~~

~~Years _____ Hours of Vacation Accrued
of _____ Per Biweekly
City Service _____ Pay Period~~

~~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 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.

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, 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. 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, adult designee (as defined in Paragraph H. below), adult designee's unmarried child under age 26, or parent with a serious health condition.

Adult designees and adult designees' 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, adult designee (as defined in Paragraph H. below), 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.

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

- 1) Dependent leave may be granted with pay on a straight time basis.
- 2) If the employee has available unused sick leave, the employee shall be entitled to use as dependent leave such unused sick leave.
- 3) The employee shall give notice of the need to take dependent leave and the expected duration of such leave to to his or her supervisor as soon as possible under the circumstances.
- 4) The employee shall provide, upon request of the supervisor, certification of birth or evidence of a child placement for adoption, or a letter from the attending physician in the event of hospitalization, injury or illness of a child, spouse, spouse's child, adult designee, 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.E.1.c.
- 6) Probationary employees are not eligible for dependent leave.

4. 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).

5. 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 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:

Months of _____	
Consecutive _____	Hours of _____
<u>City Service</u> _____	<u>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.F.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. 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 that could be of benefit to the City and the employee's career development. Selected employees shall receive their full regular salary during the leave. Request for this leave must be submitted in writing to the appropriate department head, 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).

8. 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 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 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 insurancce 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 employee's 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.

9. ~~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. The City will make available medical, dental, life, accidental death & dismemberment, long-term disability insurance and an employee assistance program (EAP) to all eligible employees and their eligible spouse, adult designee, dependents and dependents of adult designee. The City's contribution towards any medical plan will be an amount equal to 90% of the total premium of the most economical medical plan (Summit Care). The City will pay 100% of the basic term life and basic accidental death & dismemberment plan premiums. The City will deduct the employee-portion of any premiums due for benefit plans for which an employee elects, including medical, dental, additional life insurance, additional accidental death & dismemberment and long-term disability each bi-weekly pay day. 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~~ VII. RETIREMENT

~~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.~~

~~A.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' or Public Safety Retirement Systems (Contributory and Non-Contributory); or, the Utah Firefighters Retirement System~~
- ~~2. Deferred Compensation Programs~~
- ~~3. Retirement Incentive Programs~~

~~C.B. The 2008-2009 2009-2010 fiscal year retirement contribution rates for employees covered by this paragraph are shown in Appendix C"G".~~

~~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 to 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.E. (Plan "A"); or~~

b. ~~One hundred percent of their RL account if covered under paragraph XI.F. (Plan "B");~~

c. ~~Accrued unused personal leave at 50% of the employees' base hourly rate, if covered under paragraph XI.F (Plan "B").~~

E. ~~Separation From Employment Due to Resignations or Otherwise~~

~~Every employee who is separated from City employment for any reason shall be paid for:~~

~~Earned vacation time accrued, unused, and unforfeited as of the date of termination;~~

~~Unused compensatory time off; and~~

~~If a participant in "Plan B," any accrued and unused personal leave in accordance with paragraph XI.F.5 of this chapter.~~

| ~~XXVIII.~~ RECOGNITION OF THE PROFESSIONAL EMPLOYEES COUNCIL

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

| ~~XXIX.~~ 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.

| ~~XXX.~~ 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.

| ~~XXXI.~~ APPROPRIATION OF FUNDS

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

| ~~XXIVXII.~~ 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.

| ~~XXVXIII.~~ 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 June 29, 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; ~~and, 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~~ may also receive other insurance benefits ~~as specified in paragraph XV~~, wage differentials ~~as specified in paragraph VII~~ and other 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- NON-EXEMPT PROFESSIONAL EMPLOYEES SALARY SCHEDULE

Bi-Weekly Rates

July 1, 2009

<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
301	\$ 997.61	\$ 1,266.00	\$ 1,534.40
302	\$ 1,043.31	\$ 1,292.46	\$ 1,541.60
303	\$ 1,091.38	\$ 1,377.69	\$ 1,664.00
304	\$ 1,141.81	\$ 1,446.11	\$ 1,750.40
305	\$ 1,193.82	\$ 1,509.31	\$ 1,824.80
306	\$ 1,248.98	\$ 1,576.09	\$ 1,903.20
307	\$ 1,312.81	\$ 1,656.80	\$ 2,000.80
308	\$ 1,364.03	\$ 1,720.41	\$ 2,076.80
309	\$ 1,424.70	\$ 1,797.55	\$ 2,170.40
310	\$ 1,490.11	\$ 1,879.85	\$ 2,269.60
311	\$ 1,558.66	\$ 1,968.13	\$ 2,377.60
312	\$ 1,667.41	\$ 2,129.30	\$ 2,591.20
313	\$ 1,740.69	\$ 2,224.35	\$ 2,708.00
314	\$ 1,821.07	\$ 2,326.13	\$ 2,831.20
315	\$ 1,901.44	\$ 2,429.52	\$ 2,957.60

APPENDIX B- EXEMPT PROFESSIONAL EMPLOYEES SALARY SCHEDULE

Bi-Weekly Rates

July 1, 2009

Grade	Minimum	Midpoint	Maximum
601	\$ 1,401.06	\$ 1,768.13	\$ 2,135.20
602	\$ 1,463.32	\$ 1,829.74	\$ 2,229.60
603	\$ 1,529.51	\$ 1,910.11	\$ 2,324.00
604	\$ 1,650.07	\$ 2,062.20	\$ 2,512.80
605	\$ 1,671.35	\$ 2,089.78	\$ 2,545.60
606	\$ 1,745.42	\$ 2,182.76	\$ 2,659.20
607	\$ 1,799.79	\$ 2,331.69	\$ 2,907.20
608	\$ 1,916.42	\$ 2,471.96	\$ 3,075.20
609	\$ 2,014.92	\$ 2,600.40	\$ 3,232.80
610	\$ 2,145.72	\$ 2,789.52	\$ 3,488.00
611	\$ 2,232.40	\$ 2,906.14	\$ 3,632.80
612	\$ 2,350.60	\$ 3,033.01	\$ 3,772.00
613	\$ 2,531.84	\$ 3,267.84	\$ 4,063.20
614	\$ 2,677.62	\$ 3,456.17	\$ 4,298.40
615	\$ 2,942.39	\$ 3,797.37	\$ 4,720.80

**APPENDIX C - SALARY SCHEDULE FOR 800 SERIES
EMPLOYEES
Bi-Weekly Rates
July 1, 20082009**

(*Covered by bargaining unit MOU)

SERGEANT*	A	B	C
	Days	Swing	Graves
Level 813	\$2,682.40	\$2,749.46	\$2,816.52
Level 812	\$2,555.20	\$2,619.08	\$2,682.96
LIEUTENANT	A	B	C
	Days	Swing	Graves
Level 822	\$3,156.00	\$3,234.90	\$3,313.80
	\$ 3,108.66	\$ 3,186.38	\$ 3,264.09
Level 821	\$3,005.60	\$3,080.74	\$3,155.88
	\$ 2,960.52	\$ 3,034.53	\$ 3,108.54
CAPTAIN			
Level 830	\$3,569.60		
	\$ 3,516.06		
Level 829	\$3,400.00		
	\$ 3,349.00		

Change in pay level assignment depends on approval of Police Chief

APPENDIX D - 900 SERIES EMPLOYEES SALARY SCHEDULE
Bi-Weekly Rates
July 1, 20082009

~~GRADE 901 - FIRE CAPTAIN*~~

(*Covered by bargaining unit MOU)

~~Top Level~~ \$ ~~2,959.20~~

~~Level 2~~ \$ ~~2,852.00~~

~~Level 1~~ \$ ~~2,733.60~~

GRADE 902 - FIRE BATTALION CHIEF

Top Level \$ ~~3,467.20~~

\$ 3,415.19

Level 2 \$ ~~3,352.00~~

\$ 3,301.72

Level 1 \$ ~~3,238.40~~

\$ 3,189.82

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

APPENDIX E - Appointed Employees Bi-Weekly Salary Schedule and Pay Level Assignment
 June 29, 2008 July 1, 2009

Level	Min	Mid	Base/Max	Top
099	\$6,275.63	\$7,693.42	\$9,111.20	\$10,192.80
098	\$4,039.29	\$4,948.84	\$5,858.40	\$6,550.00
097	\$3,276.66	\$4,014.44	\$4,752.22	\$5,218.77
001	\$4,039.29	\$4,948.84	\$5,858.40	\$6,550.40
002	\$3,672.08	\$4,498.84	\$5,325.60	\$5,955.20
003	\$3,368.70	\$4,127.55	\$4,886.40	\$5,463.20
004	\$3,090.54	\$3,786.47	\$4,482.40	\$5,012.00
005	\$2,862.02	\$3,506.21	\$4,150.40	\$4,640.80
006	\$2,650.04	\$3,246.62	\$3,843.20	\$4,297.60
007	\$2,476.68	\$3,034.34	\$3,592.00	\$4,016.00
008	\$2,314.36	\$2,835.58	\$3,356.80	\$3,753.60
009	\$2,163.06	\$2,649.93	\$3,136.80	\$3,508.00
010	\$2,021.22	\$2,476.61	\$2,932.00	\$3,278.40
011	\$1,906.96	\$2,336.28	\$2,765.60	\$3,092.80
012	\$1,799.00	\$2,204.30	\$2,609.60	\$2,917.60
013	\$1,697.35	\$2,079.48	\$2,461.60	\$2,752.80
014	\$1,601.22	\$1,961.81	\$2,322.40	\$2,596.80
015	\$1,510.60	\$1,850.90	\$2,191.20	\$2,449.60
016	\$1,424.70	\$1,745.95	\$2,067.20	\$2,311.20
017	\$1,344.33	\$1,646.96	\$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
City Attorney	Chief of Staff Police Chief Public Services Director Administrative Services Director Fire Chief Deputy City Attorney City Council Office Exec Director	Public Services Deputy Director Chief Information Officer Communication Director Senior Advisor - Mayor Dep Dir, Mgt Admin Svcs/Finance Director Mgt Admin Services Deputy Director City Prosecutor Airport Operations Director Airport Maintenance Director P. Util. Finance Administrator Airport Finance/Acct Director Planning Director-Information Mgt Serv Dir - Airport	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 - Comm Dev DCED Deputy Director - Econ Dev 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 Assistant Planning 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 Community Facilitator Downtown Transp Dev Coord Emergency Mgt Program Director	

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 E - Appointed Employees Bi-Weekly Salary Schedule and Pay Level Assignment
June 29, 2008 July 1, 2009

Level	Min	Min	Mid	Mid	Base Max	Top
099	\$6,275.63	\$6,374.20	\$7,693.42	\$8,283.20	\$9,111.20	\$10,192.80
098	\$4,039.29	\$4,100.80	\$4,948.84	\$5,325.60	\$5,858.40	\$6,550.00
097	\$2,978.78	\$3,024.14	\$3,865.50	\$4,320.20	\$4,752.22	\$5,025.15
001	\$4,039.29	\$4,100.80	\$4,948.84	\$5,325.60	\$5,858.40	\$6,550.40
002	\$3,672.08	\$3,728.00	\$4,498.84	\$4,844.60	\$5,325.60	\$5,955.20
003	\$3,366.70	\$3,420.00	\$4,127.55	\$4,444.60	\$4,886.40	\$5,463.20
004	\$3,090.54	\$3,137.60	\$3,786.47	\$4,075.20	\$4,482.40	\$5,012.00
005	\$2,862.02	\$2,905.60	\$3,506.21	\$3,773.60	\$4,150.40	\$4,640.80
006	\$2,650.04	\$2,690.40	\$3,246.62	\$3,493.60	\$3,843.20	\$4,297.60
007	\$2,476.68	\$2,514.40	\$3,034.34	\$3,264.80	\$3,592.00	\$4,016.00
008	\$2,314.36	\$2,348.60	\$2,835.58	\$3,051.20	\$3,356.80	\$3,753.60
009	\$2,163.06	\$2,196.00	\$2,649.93	\$2,852.00	\$3,136.80	\$3,508.00
010	\$2,021.22	\$2,052.00	\$2,476.61	\$2,665.60	\$2,932.00	\$3,278.40
011	\$1,906.96	\$1,936.00	\$2,336.28	\$2,514.40	\$2,765.60	\$3,092.80
012	\$1,799.00	\$1,826.40	\$2,204.30	\$2,372.00	\$2,609.60	\$2,917.60
013	\$1,697.35	\$1,723.20	\$2,079.48	\$2,237.60	\$2,461.60	\$2,752.80
014	\$1,601.22	\$1,625.60	\$1,961.81	\$2,114.20	\$2,322.40	\$2,566.80
015	\$1,510.60	\$1,533.60	\$1,850.90	\$1,992.00	\$2,191.20	\$2,449.60
016	\$1,424.70	\$1,446.40	\$1,745.95	\$1,879.20	\$2,067.20	\$2,311.20
017	\$1,344.33	\$1,364.80	\$1,646.96	\$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 Administrative Services Director Fire Chief Deputy City Attorney City Council Office Exec Director	Public Services Deputy Director Chief Information Officer Communication Director Senior Advisor - Mayor Dep Dir, Mgt Svcs/Finance Director Mgt Services Deputy 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 Community Facilitator

Level	008	009	010	011
	Appointments Pending	Coord For Human Rights/Drivers 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 F – ELECTED OFFICIALS SALARY SCHEDULE
Bi-Weekly Rates
July 1, 2009

Mayor	\$4,324.34
Council Members	\$864.87

APPENDIX G- UTAH STATE RETIREMENT CONTRIBUTIONS FY 2009-2010

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%	7.65%	13.65%
Public Employee Non-Contributory Retirement System	0	0	11.66%	11.66%
Public Safety Non-Contributory Retirement System 800 Series	0	35.71%	35.71%	35.71%
Fire Contributory Retirement System	9.68%	9.68%	0	9.68%
<u>Non-Legislative</u>				
Exempt Plan				
Department Heads	0	0	18%	18%
Acting/Interim Dept. Heads	0	0	18%	18%
Mayor's Chief of Staff	0	0	18%	18%
Up to two Additional Senior Executives in the Mayor's Office as specified by the Mayor	0	0	18%	18%
Executive Director, City Council	0	0	18%	18%
City Engineer	0	0	13%	13%
<u>Other Appointed Employees</u>				
Public Employee Contributory Retirement System	6.00%	6.00%	7.65%	13.65%
Public Employee Non-Contributory Retirement System	0	0	11.66%	11.66%

SALT LAKE CITY ORDINANCE
No. _____ of 2009

(Approving Holiday, Vacation and Leave Accrual Plan for
All non-represented Employees
of Salt Lake City)

AN ORDINANCE APPROVING A HOLIDAY, VACATION AND LEAVE
ACCRUAL PLAN FOR ALL NON-REPRESENTED EMPLOYEES OF SALT LAKE
CITY.

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

SECTION 1. PURPOSE. The purpose of this Ordinance is to approve the
attached Holiday, Vacation and Leave Accrual Plan for all non-represented Salt Lake City
employees. Three copies of said Holiday, Vacation and Leave Accrual Plan shall be
maintained in the City Recorder's Office for public inspection.

SECTION 2. APPLICATION. The Holiday, Vacation and Leave Accrual Plan
shall not apply to employees whose employment terminated prior to the effective date of
this Ordinance.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be deemed effective on
July 1, 2009.

Passed by the City Council of Salt Lake City, Utah, this _____ day of
_____, 2009.

CHAIRPERSON

ATTEST:

CITY RECORDER

Transmitted to the Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

ATTEST:

CITY RECORDER

(SEAL)

Bill No. _____ of 2009.

Published: _____.

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 4-27-09
By [Signature]

PROPOSED ORDINANCE (4/28/09)
"HOLIDAY, VACATION & LEAVE ACCRUAL"

This ordinance shall apply to all City employees not otherwise represented by a recognized collective bargaining unit and not covered by the provisions of an applicable memorandum of understanding.

I. HOLIDAYS

Full-Time employees shall receive holidays and vacation as provided in this section. 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 federal laws, regulations and city ordinance.

A. 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. Regular Part-time "700 Series" employees shall receive four hours of pay at 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. Columbus Day, the second Monday of October (only for eligible employees assigned to the Justice Court Division)
8. Veteran's Day, the eleventh day of November.
9. Thanksgiving Day, the fourth Thursday in November.
10. The Friday after Thanksgiving Day (floating holiday, see explanation below).
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. 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.
- C. No Full-time employee shall receive in excess of one day of holiday pay for a single holiday. No regular part-time "700 Series" employee shall receive in excess of four 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 working day following the holiday to qualify for holiday pay.
- D. Holiday Exception: Employees may observe the following holidays up to 50 days prior to the actual holiday, with prior management approval: 1) the Friday after Thanksgiving Day (for all eligible employees except for those assigned to the Justice Court Division); and, 2) Columbus Day (only for eligible employees assigned to the Justice Court Division).
- E. Police Lieutenant & Captain: Employees classified as "800 Series" Police Lieutenants and Captains who retire or separate from City employment for any reason shall be compensated for any holiday time accrued and unused during the preceding 12 months. Employees shall not be compensated for any unused holiday time accrued before the 12 months preceding the employee's retirement or separation.

II. VACATION LEAVE

- A. Full-Time employees shall be entitled to receive their regular salaries during vacation periods earned and taken in accordance with the following provisions. No employee shall be entitled to use any vacation unless the employee has successfully completed his or her initial probationary period.
- B. Except for "900 Series" Fire Battalion Chiefs and those listed in Paragraph C of this section, Full-Time employees and Appointed employees shall accrue vacation leave based upon years of City Service as follows:

<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

- C. For Department Directors, the Mayor's Chief of Staff, up to two additional senior 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 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

- D. "900 Series" Fire Battalion Chiefs in the Operations Division of the Fire Department shall accrue vacation leave according to the following schedule:

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

- E. For any plan year in which there are 27 pay periods, no vacation leave hours will be awarded on the 27th pay period.
- F. Years of City Service shall be based on the most recent date the person became a Full-Time salaried employee.
- G. Regular full-time and regular part time employees re-hired by Salt Lake City are eligible to receive up to three years of prior service credit for vacation and personal leave accrual.
- H. Full-Time and Appointed employees (except those listed in Paragraph C of this section) 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/ 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.

- I. Department Directors and those included in Paragraph C of this section may accumulate up to 320 hours of vacation without regard to their years of employment with the City.
- J. 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.
- K. 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.

III. 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). The City requires all employees using FMLA leave to exhaust their paid leave allotments for FMLA-qualifying events prior to taking FMLA leave unpaid. Employees are not eligible to 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.
- B. Employees hired on or after November 16, 1997 shall receive personal leave benefits under Plan B. All other employees shall participate in the plan they participated in on November 15, 1997.
- C. 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 1997.
- D. Plan "A"
 1. Sick Leave
 - a. Sick leave shall be provided for Full-Time employees under this Plan "A" as insurance against loss of income when an employee is unable to perform assigned duties because of illness or injury. The Mayor may establish rules governing the interfacing of sick leave and Workers' Compensation benefits and avoiding, to the extent allowable by law, duplicative payments.

- b. Employees with Plan A accumulated sick leave hours as of 6/30/2009 will be capped and no additional hours will accrue under this Plan. All accrued hours as of this date will also be capped at a value calculated using the employees base hourly rate as of 6/30/2009. Any sick hours used after 6/30/2009 will be deducted hour for hour from an employee's accrued sick leave balance as of 6/30/2009.
- c. Employees covered by this plan shall have an open window from 5/8/09 through 6/5/09 to transfer to the Personal Leave Plan B. Employees who transfer will be granted the maximum number of personal leave hours, beginning at the start of the next personal leave plan year.
- d. 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.
- e. 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.
- f. 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, 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. 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, adult designee (as defined in Paragraph H. below), adult designee's unmarried child under age 26, or parent with a serious health condition.

"Adult Designee" shall mean any 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.

Adult designees and adult designees' 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, adult designee (as defined in Paragraph H. below), 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.
- c. The following provisions apply to the use of dependent leave by a Full-Time employee:
 - 1) Dependent leave may be granted with pay on a straight time basis.
 - 2) If the employee has available unused sick leave, the employee shall be entitled to use as dependent leave such unused sick leave.
 - 3) The employee shall give notice of the need to take dependent leave and the expected duration of such leave to to his or her supervisor as soon as possible under the circumstances.
 - 4) The employee shall provide, upon request of the supervisor, certification of birth or evidence of a child placement for adoption, or a letter from the attending physician in the event of hospitalization, injury or illness of a child, spouse, spouse's child, adult designee, 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.E.1.c.
 - 6) Probationary employees are not eligible for dependent leave.

- 4. 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).

5. 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 base hourly rate as of 6/30/09 for 25% of their accumulated sick leave hours.
- b. In lieu of the above, Full-Time employees may elect to convert 50% of the sick leave hours provided above to pay for health insurance premiums. Those hours will be calculated at the employee's base hourly rate as of 6/30/09. 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. Upon an issuance of payment to an employee, the employee shall endorse the payment to the City, which is to be held in a non-interest bearing account from which the City will pay the insurance carrier until the account balance is exhausted. This provision shall not act to reinstate an employee with sick leave benefits which were in any respect lost, used, or forfeited prior to the effective date of this plan.

E. Plan "B"

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

during the leave. Request for this leave must be submitted in writing to the appropriate department head, 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).

8. 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 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 to an employee only upon retirement or as a result of layoff. Hours shall be paid according to the employee's hourly rate of pay in effect on June 27, 2009.
 - 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 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 base salary rate in effect on June 27, 2009, 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 employee's 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.

9. 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.

IV. BEREAVEMENT LEAVE

- 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 step grandchild, stepchild, stepmother, stepfather, stepbrother or stepsister, grandfather-in-law, grandmother-in-law, or adult designee 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.
 1. In the event of death of a relative other than those enumerated in paragraph A 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, 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 covered family member while an employee is on vacation, the employee's vacation shall be extended by the amount of time authorized as bereavement leave under this subsection.

V. MILITARY LEAVE 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.

VI. JURY LEAVE

- A. An employee shall be released from duty with full pay when, in obedience to a subpoena or direction by proper authority, the employee is required to either serve on a jury or appear as a witness as part of their position for the federal government, state of Utah, or other political subdivision.
1. Employees shall be entitled to receive and retain statutory juror's fees paid for jury service in the State and Federal Courts.
 2. On any day 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.

VII. INJURY LEAVE

- A. 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.

VIII. 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.