

SALT LAKE CITY ORDINANCE

No. _____ of 2006

(Enacting Section 2.52.100 of the Salt Lake City Code
Pertaining to Benefits for Employee Dependents)

AN ORDINANCE ENACTING SECTION 2.52.100, *SALT LAKE CITY CODE*,
RELATING TO BENEFITS FOR EMPLOYEE DEPENDENTS.

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

SECTION 1. Section 2.52.100 of the *Salt Lake City Code*, pertaining to certain benefits for employee dependents, shall be and hereby is, enacted to read as follows:

2.52.100 Benefits for Dependents of Employees:

A. The City shall provide for the participation of an employee's spouse and children in the employee benefit programs for medical, dental, life, accidental death and dismemberment, long term care, home, auto, or legal insurance, and employee assistance and for the continuation of such benefits. In addition, an unmarried employee may designate one "Adult Designee" and the "child" or "children" of the Adult Designee. The option to designate an "Adult Designee" (and the Adult Designee's children) shall not apply to retirement benefit programs under the state retirement system, to benefits provided under the federal Family Medical Leave Act or to medical and dependent care flex accounts programs established under federal law.

An "Adult Designee" is an individual who is not the spouse of the employee and meets all of the following criteria:

- (a) has resided in the same domicile with the eligible employee for at least the past consecutive twelve (12) months and intends to remain so for a period of time;
- (b) is at least eighteen (18) years of age; and

(c) is directly dependent upon, or interdependent with the employee, sharing a common financial obligation. Acceptable documentation shall include:

- i. Any Internal Revenue Service ("IRS") form defining the Adult Designee as a dependent; or
- ii. Any three of the following five documents:
 1. A joint loan obligation, mortgage, lease, or joint ownership of a vehicle;
 2. A life insurance policy, retirement benefits account, or will designating the Adult Designee as beneficiary thereto, or will of the City employee or the Adult Designee which designates the other as executor;
 3. A mutually granted power of attorney for purposes of healthcare or financial management;
 4. Proof showing that the City Employee or Adult Designee is authorized to sign for purposes of the other's bank or credit account;
 5. Proof of a joint bank or credit account.

(d) the employee agrees to sign a notarized statement with attached documentation listed in (b)(i) or (ii) herein which shall be filed with Human Resources and shall attest to the authenticity and truthfulness of the documents and the statements as set forth in (a) and (b) above.

B. Section 2.52.030 notwithstanding, this section shall apply to elective officials, their administrative assistants, their personal secretaries, and heads of departments. This section shall

also apply to civil service personnel of the police and fire departments through the applicable agreements of their certified bargaining representatives with the City.

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

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

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 2006.

Published: _____.

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date February 3, 2006
By CPR

SALT LAKE CITY ORDINANCE
No. _____ of 2006
(Bereavement Leave and Dependent Leave Related to An Adult Designee of An Employee)

AN ORDINANCE AMENDING SALT LAKE CITY ORDINANCE 27 OF 2005,
WHICH APPROVED THE COMPENSATION PLAN FOR EXECUTIVE EMPLOYEES AND
ELECTED OFFICIALS.

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

SECTION 1. PURPOSE. The purpose of this ordinance is to approve the attached amendments to the Compensation Plan for Executive Employees and Elected Officials adopted by Salt Lake City Ordinance 27 of 2005. Three copies of said Compensation Plan amendments shall be maintained in the City Recorder's Office for public inspection.

SECTION 2. APPLICATION. The amendments to 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 become effective on the date of its first publication.

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

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 2006.
Published: _____.

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date February 3, 2006
By [Signature]

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

I. EFFECTIVE DATE

The provisions of this plan shall be effective commencing June 19, 2005, and as amended effective [date to be determined when issue is heard by Council], 2005.

II. EMPLOYEES COVERED BY THIS PLAN

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

III. WAGES AND SALARIES

A. Elected Officials

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

B. Executive Employees

From July 1, 2005 to June 30, 2006, Executive employees shall be paid within ranges provided in the schedule attached hereto as APPENDIX "B." Any performance-based pay adjustment above the "Base Pay Maximum" of the range will be given as a supplemental payment not added to base. In no case will such annual supplemental payment^{3/4}when divided by 26 and added to the base pay adjustment^{3/4}be allowed to exceed the "Range Maximum."

C. Other Forms of Compensation

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

IV. LONGEVITY PAY

Executive employees shall not be eligible for longevity benefits.

V. OVERTIME COMPENSATION

Executive employees do not receive overtime compensation.

VI. ALLOWANCES

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

B. Automobiles.

1. Under City policy, the Mayor may authorize an employee to utilize a City vehicle on a take-home basis, and shall, as a condition of receipt, require said employee to reimburse the City for a portion of the take-home vehicle cost as provided in City ordinance.

2. Employees who are authorized to use, and who do use, privately owned automobiles for official City business, shall be reimbursed for the operation expenses of said automobiles at a rate as specified in City policy.

3. A car allowance may be paid to Executive employees, as determined by the Mayor, at a rate not to exceed \$400 per month.

C. Uniform Allowance. Employees shall be provided the following monthly uniform allowances when required to wear uniforms in the performance of their duties:

1. Fire Department Executive employees shall be provided uniforms or uniform allowances to the extent stated in Fire Department policy number 122.

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

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

VII. HOLIDAYS AND VACATION

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

A. Holidays

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

- a. New Year's Day, the first day of January.
- b. Martin Luther King, Jr. Day, the third Monday of January.
- c. President's Day, the third Monday in February.
- d. Memorial Day, the last Monday of May.
- e. Independence Day, the fourth day of July.
- f. Pioneer Day, the twenty-fourth day of July.
- g. Labor Day, the first Monday in September.
- h. Veteran's Day, the eleventh day of November.
- i. Thanksgiving Day, the fourth Thursday in November.
- j. Day after Thanksgiving Day. See holiday exception below.
- k. Christmas Day, the twenty-fifth day of December.
- l. One personal holiday, taken upon request of the employee.

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

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

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

B. Vacations

1. Employees shall be entitled to receive their regular salaries during vacation periods earned and taken in accordance with the provisions in this paragraph. For any plan year in which there are 27 pay periods, no vacation leave hours will be awarded on the 27th pay period.

2. For Executives other than Department Directors and those named in paragraph 3. below, the following schedule shall apply:

Years of Consecutive City Service	Hours of Vacation Accrued Per Biweekly 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

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

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

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

Up to 9 years	Up to 240 hours
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After 9 years

Up to 280 hours

After 14 years

Up to 320 hours

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

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

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

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

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

VIII. SICK AND OTHER RELATED LEAVE OR PERSONAL LEAVE.

A. Benefits in this section are for the purpose of continuing income to employees during absence due to illness, accident or personal reasons. Some of these absences may qualify under the Family and Medical Leave Act (FMLA). This is a federal law that provides up to 12 weeks of unpaid leave each year and protects jobs and health care benefits for eligible employees who need to be off work for certain "family and medical" reasons. APPENDIX D outlines the FMLA rights and obligations of the employee and the City. The City requires all employees using FMLA leave to exhaust their paid leave allotments for FMLA-qualifying events prior to taking FMLA leave unpaid. The paid leave parameters are defined in this Compensation Plan. Employees do not earn or receive leave benefits under this Section VIII. while on unpaid leave of absence. However, employees on an unpaid military leave of absence may be entitled to the restoration of such leave benefits, as provided by city ordinance.

B. Executive employees shall receive benefits in this section, either under a plan as provided in paragraph VIII.D. (Plan "A"), or as provided in paragraph VIII.E. (Plan "B").

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

D. Plan "A."

1. Sick Leave.

a. Sick leave shall be provided for Executive employees under this Plan "A" as insurance against loss of income when an employee is unable to perform assigned duties because of illness or injury. The Mayor may establish rules governing the interfacing of sick leave and Workers' Compensation benefits and avoiding, to the extent allowable by law, duplicative payments.

b. Each Executive employee under this Plan "A" shall accrue sick leave at a rate of 4.62 hours per pay period. Exception: For any plan year in which there are 27 pay periods, no sick leave hours will be accrued on the 27th pay period. Authorized and unused sick leave may be accumulated from year to year subject to the limitations of this plan.

c. Under this Plan "A," Executive employees who have accumulated 240 hours of sick leave may choose to convert up to 64 hours of the sick leave grant from any given year to vacation leave. Any sick leave used during the calendar year reduces the allowable conversion by an equal amount.

(1) Conversion at the maximum allowable hours will be made unless the employee elects otherwise. Any election by an employee for no conversion, or to convert less than the maximum allowable sick leave hours to vacation time, must be made by notifying his or her Personnel/Payroll Administrator, in writing not later than the second payperiod of the new calendar year. Otherwise, the opportunity to waive conversion, or elect conversion other than the maximum allowable amount shall be deemed waived for that calendar year. In no event shall sick leave days be converted from other than the current year's sick leave allocation.

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

2. Hospitalization Leave

a. Hospitalization leave shall be provided for employees under this Plan "A," in addition to sick leave authorized hereunder, as insurance against loss of income when employees are unable to perform assigned duties because of scheduled surgical procedures, urgent medical treatment, or hospital inpatient admission.

b. Employees shall be entitled to 30 days of hospitalization leave each calendar year. Hospitalization leave shall not accumulate from year to year. Employees may not convert hospitalization leave to vacation or any other leave, nor may they convert hospitalization leave to any additional benefit at time of retirement.

c. Employees who are unable to perform their duties during a shift due to preparations (such as fasting, rest, or ingestion of medicine), for a scheduled surgical procedure, may report the absence from the regular work schedule while in the hospital as hospitalization leave.

d. Employees who must receive urgent medical treatment at a hospital, emergency room, or acute care facility, and who are unable to perform their duties during a shift due to urgent medical treatment, may report the absence from the affected shift as hospitalization leave. For purposes of use of Hospitalization Leave, urgent medical treatment includes at-home care directed by a physician immediately after the urgent medical treatment and within the affected work day.

e. Employees who are admitted as an inpatient to a hospital for medical treatment, so they are unable to perform their duties, may report the absence from duty while in the hospital as hospitalization leave.

f. Medical treatment consisting exclusively or primarily of post-injury rehabilitation or therapy treatment, whether conducted in a hospital or other medical facility, shall not be counted as hospitalization leave.

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

3. Bereavement Leave

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

b. "Adult designee" means an individual designated by an employee as the employee's adult designee under Ordinance No. _____ of 2006, or its successor. The adult designee benefit provided under this bereavement benefit is not effective before _____, 2006.

bc. In the event of death of a brother-in-law, sister-in-law, uncle, aunt, niece, nephew, or first cousin to the respective employee, said employee will be paid for time off from scheduled working hours while attending the funeral or memorial services for such person, not to exceed one shift.

ed. In the event of death of friends or relatives not listed above, an employee may be granted time off without pay, not to exceed four hours, or may use available vacation leave while attending the funeral or memorial services for such person.

de. In the event the death of any member of the immediate family as set forth in this paragraph VIII.D.3(a) occurs while an employee is on vacation, his or her vacation will be extended by the amount of time authorized as bereavement leave under said paragraph.

ef. The provisions of this paragraph shall not be applicable to employees who are on leave of absence other than vacation leave.

4. Dependent Leave.

a. Under Plan "A," dependent leave may be requested by a Full-Time employee covered by this Compensation Plan for the following ~~FMLA-qualifying~~ reasons: ~~(See APPENDIX D.)~~

1. Becoming a parent through birth or adoption of a child or children.

2. Placement of a foster child in the employee's home.

3. Due to the care of the employee's child, spouse, or parent with a serious health condition, or if an employee has designated an adult designee, then due to the care of the adult designee or the child of the adult designee with a serious health condition.

Adult designees and the child of the adult designee are not covered by FMLA.

b. Under Plan "A," dependent leave may also be requested by an employee to care for an employee's child, spouse or parent who is ill or injured but who does not have a serious health condition, or if an employee has designated an adult designee, then dependent leave may also be requested by an employee to care for the adult designee or the child of the adult designee who is ill or injured but who does not have a serious health condition.

c. "Adult designee" means an individual designated by an employee as the employee's adult designee under Ordinance No. _____ of 2006, or its successor. The adult designee benefit provided under this dependent leave benefit is not effective before _____, 2006.

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

1. Dependent leave may be granted with pay on a straight time basis.

2. If the employee has accumulated and available unused sick leave, the employee shall be entitled to use as dependent leave such accumulated and available unused sick leave.

3. The employee shall give notice of the need to take dependent leave and the expected duration of such leave to to his or her supervisor as soon as possible under the circumstances.

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

5. Retirement Benefit.

a. Persons who retire under the eligibility requirements of the Utah State Retirement Systems will be paid in cash at their then current pay scale, a sum equal to their daily rate of pay for 25% of the accumulated sick leave days reserved for the benefit of said employee at the date of the employee's retirement.

b. In lieu of the above, employees may elect to convert the sick leave grant provided above to hospital and surgical coverage. If such an election is made in writing, 50% of the sick leave hours available at retirement may be converted to a dollar allowance at the time of retirement. The sick leave hours converted to a dollar allowance shall be subject to any state and federal income and social security tax withholding required by law. An employee's available sick leave account balance, computed by the hours therein times the salary rate at the effective date of employment separation, determines the number of months of medical and surgical coverage which may be purchased. The purchase is made on a monthly basis, which shall be computed on a monthly basis of charges against the account balance. If insurance costs increase, the number of

months of coverage will decrease. This provision shall not act to reinstate an employee with sick leave benefits which were in any respect lost, used, or forfeited prior to the effective date of this plan.

E. Plan "B."

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

2. Each Executive employee under this Plan "B" shall be awarded personal leave hours each pay period based on the following schedule:

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

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

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

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

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

c. Convert a portion of unused personal leave hours to a lump sum payment as provided in subparagraph (a) above and carry over a portion as provided in subparagraph (b) above.

4. Maximum Accrual. A maximum of 80 hours of personal leave may be carried over to the next plan year. Any personal leave hours unused at the end of the plan year in excess of 80 shall be converted to a lump sum payment as provided in subparagraph 3.a above.

5. Termination Benefits. At termination of employment for any reason, accumulated unused personal leave hours shall be paid to the employee at 50 percent of the hourly base wage rate on date of termination for each unused hour.

6. Conditions on Use of Personal Leave are:

a. Minimum use of personal leave is one hour.

b. Executive employees must give their supervisors as much prior notice as possible.

7. Bereavement Leave.

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

b. "Adult designee" means an individual designated by an employee as the employee's adult designee under Ordinance No. _____ of 2006, or its successor. The adult designee benefit provided under this bereavement benefit is not effective before _____, 2006.

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

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

8. Career Enhancement Leave, Plan "B." An Executive employee covered under this Plan "B" is eligible, after 15 years of full-time service with the City, to be selected to receive up to two weeks of career enhancement leave. This leave could be used for formal training, informal

course of study, job-related travel, internship, mentoring or other activity which could be of benefit to the City and the employee's career development. Selected employees shall receive their full regular salary during the leave. Request for this leave must be submitted in writing to the Mayor, stating the purpose of the request and how the leave is intended to benefit the City. The request must be approved by the Mayor.

9. Plan "B" Retirement Benefit.

a. Executive employees covered under Plan "B" shall have a Plan B Retirement Benefit as follows:

(1) Executive employees appointed before January 1, 1989, and who elected in 1997 to be covered under Plan "B," and who remain covered under Plan "B," will have a Plan B Retirement Account equal to 60 percent of unused sick leave accrued after December 31, 1988 and available on November 16, 1997), minus any hours withdrawn from that account since it was established.

(2) Executive employees appointed before January 1, 1989, and who elected in 1998 to be covered under Plan "B," will have a Plan B Retirement Account equal to 50 percent of unused sick leave accrued after December 31, 1988 and available on November 14, 1998, minus any hours withdrawn from that account since it was established.

(3) Executive employees who were appointed on and after January 1, 1989 and before November 16, 1997, and whose current participation in Plan "B" began in 1997, shall have a Plan B Retirement Account equal to 60 percent of accrued unused sick leave available on November 16, 1997, minus any hours withdrawn from that account since it was established

(4) Executive employees who were appointed on and after January 1, 1989 and before November 16, 1997, and whose current participation in Plan "B" began in 1998, shall have a Plan B Retirement Account equal to 50 percent of accrued unused sick leave available on November 14, 1998, minus any hours withdrawn from that account since it was established

(5) Said employees participating in Plan "B" shall have no other accumulated sick leave except for those hours, if any, provided in paragraphs XVII.A.1.a. and under this section VIII.E.9. Sick leave hours accrued by Executive Employees on or before December 31, 1988 shall not be included in the "Plan B Retirement Account."

(6)

(a) At retirement Executive employees under Plan "B" shall be paid at the employee's hourly rate of pay on date of retirement for each hour in the employee's Plan B Retirement Account.

(b) In lieu of the above, the Executive employee may elect, in writing, to convert the payment as provided herein to hospital and surgical coverage. Such payment shall be subject to any state and federal income and social security tax as fully required by law. The employee's available

Plan B Retirement Account balance, computed by the hours therein times the salary rate at the effective date of employment separation, determines the number of months of medical and surgical coverage which may be purchased. The purchase is made on a monthly basis, which shall be computed on a monthly basis of charges against the account balance. If insurance costs increase, the number of months of coverage will decrease.

(c) Hours may be withdrawn from the Plan B Retirement Account for emergencies after personal leave hours are exhausted, and with approval of the Mayor. Said hours may also be used as a supplement to Workers' Compensation benefits which, when added to the employees' Workers' Compensation benefits, equals the employee's regular net salary. The employee must make an election in writing to the Mayor to use said hours to supplement Workers' Compensation benefits.

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

IX. MILITARY LEAVE AND JURY DUTY

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

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

C. Leave for Jury Duty. Employees shall be entitled to receive and retain statutory juror's fees paid for jury service in the State and Federal Courts subject to the conditions hereinafter set forth. No reduction in an employee's salary shall be made for absence from work resulting from

such jury service. On those days that an employee is required to report for jury service and is thereafter excused from such service during his or her regular working hours from the City, he or she shall forthwith return to and carry on his or her regular City employment.

X. INJURY LEAVE

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

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

XI. ADDITIONAL LEAVES OF ABSENCE.

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

XII. INSURANCE

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

B. The City will participate in the Nationwide Post Employment Health Plan, as adopted by the City by ordinance. The City will contribute \$600.08 per year (prorated per employee's biweekly pay period) into each employee's Nationwide Post Employment Health Plan account.

XIII. WORKERS' COMPENSATION

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

XIV. LONG TERM DISABILITY COMPENSATION

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

XV. SEPARATION FROM SERVICE

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

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

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

3. Retirement Incentive Programs

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

D. At-Will Employees

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

E. Separation from Employment Due to Resignations or Otherwise.

1. Every employee who is separated from City employment for any reason shall be paid for:

a. Earned vacation time accrued, unused, and unforfeited as of the date of termination;

b. Unused compensatory time off; and

c. If a participant in "Plan B," any accrued and unused personal leave in accordance with paragraph VIII.E.5. of this chapter.

d. The balance of the sick leave account specified in XVI.A.1.a., if appointed before January 1, 1989.

XVI. SEVERANCE BENEFIT

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

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

a. Executive employees who have an account, established by prior City policy, and which was credited with a cash value equal to the total accrued sick leave hours available to the employee on December 31, 1988, multiplied by said employee's hourly rate of pay in effect on December 31, 1988, are vested in that account. The hours included in this account are separately accounted for and are not included in the "Plan B Retirement Benefit" under VIII.E.9.a.

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

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

2. Current Executive Employees Appointed As Executives on or After January 1, 1989, and before January 1, 2000. Executive employees, appointed as Executives on or after January 1, 1989 and before January 1, 2000, who are terminated not for cause, shall receive a severance benefit, but only for an involuntary termination from City employment.

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

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

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

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

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

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

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

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

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

XVIII. AUTHORITY OF THE MAYOR

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

XIX. APPROPRIATION OF FUNDS

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

Appendix A – Elected Officials Salary Schedule

Bi-Weekly Rates

July 1, 2005

Mayor \$4,028.32

Council Members \$805.66

Appendix B - Executive Salary Schedule

Bi-Weekly Rates

July 1, 2005

Range Class	Range Min	Range Mid	Base Max	Range
Max Position				
099 \$5,112.20	\$6,645.50	\$7,310.50	\$8,178.80	
Executive Director of Airports				
001 \$3,522.70	\$4,575.30	\$5,033.10	\$5,628.00	City
Attorney				
				Chief Adm. Officer/Director,
Mgt. Services				

002	\$3,215.00	\$4,175.50	\$4,593.30	\$5,135.90	Chief
of Police					
					Director - Public Utilities
					Director - Public Services
					Fire Chief
					Director - Community &
Economic Development					
					Executive Director - City
Council					
					Deputy City Attorney
003	\$3,038.00	\$3,920.10	\$4,311.70	\$4,801.30	Chief
of Staff					
					Senior Advisor
					Senior Advisor for Economic
Development					
					Executive Assistant Chief -
Police					
					Deputy Director - Public
Services					
					Deputy Director -
Management Services					
					Deputy Director - Public
Utilities					
					Director of Operations -
Airport					
					Director - Adm. &
Commercial Services					
					Director - Finance &
Accounting - Airports					
					City Engineer
					City Prosecutor
					Chief Information Officer
					Director, Redevelopment
004	\$2,765.40	\$3,568.40	\$3,925.00	\$4,371.30	
Assistant Chief - Police					
					Deputy Fire Chief
					Planning Director
					Deputy Director - City
Council					
					Deputy Director - DCED
					Division Director - Human
Resources Mgt.					
					Director - Budget & Policy

Prog. Director				Planning, Env. & Capital
				Finance Director
				Director of Airport
Maintenance				Director of Engineering -
Airport				
005	\$2,614.50	\$3,373.30	\$3,710.40	\$4,131.40
Building Official				Transportation Engineer
				Administrator - Public
Utilities Fin. & Admin.				Chief Engineer - Public
Utilities				Adm. Services Director -
Public Services				Water Quality & Treatment
Administrator				City Treasurer
				Director, Housing &
Neighborhood Development				Assistant to Mayor - Policy &
Spec. Projects				Director of Youth Programs
006	\$2,426.80	\$3,131.80	\$3,444.30	\$3,836.00
Executive Assistant to Mayor				Recreation Director
				Justice Court Judge
				City Recorder
				Director - PR/Marketing -
Airport				City Courts Director
				Chief Procurement Officer
				Director, Gallivan Center &
Community Events				

Appendix C - Retirement Contributions Schedule
 UTAH STATE RETIREMENT CONTRIBUTIONS FY 2005/2006

Utah State Retirement System Contribution Paid by City Contribution	Employee Contribution		Total Employer Contribution		Total Employee Grand Total
Exempt Plan					
Department Heads	0	0	18%	18%	
Mayor's Chief of Staff	0	0	18%	18%	
Up to two additional senior executives in the Mayor's Office as specified by the Mayor	0				0
	18%	18%			
Executive Director, City Council	0	0	18%	18%	
Specified Exempt Executives	0	0	13%	13%	
Other Executives					
Public Employee Contributory Retirement System	0		6.00%	7.08%	13.08%
Public Employee Non-Contributory Retirement System			0	0	11.09%
11.09%					

Appendix D - Family and Medical Leave Act Policy 3.01.07

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

SALT LAKE CITY POLICY MANUAL

FAMILY AND MEDICAL LEAVE ACT POLICY 3.01.07

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

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

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

II. QUALIFYING EVENTS FOR WHICH FMLA CAN BE TAKEN

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

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

A. A husband and wife who are eligible for FMLA leave and are both employed by the City are limited to a combined total of 12 weeks of leave during the 12 month period if the leave is taken:

- 1. for the birth of a child or to care for the child after the birth;
- 2. for the placement of a child with the employee for adoption or foster care, or to care for the child after placement; or
- 3. to care for the employee's parent with a serious health condition.

B. Where the husband and wife both use a portion of the total 12 week FMLA leave entitlement for one of the purposes set forth in IIIA, above, the husband and wife each are entitled to the difference between the amount he/she has taken individually and 12 weeks for FMLA leave for a qualifying event other than those identified in IIIA.

IV. EMPLOYEE ELIGIBILITY

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

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

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

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

VI. EMPLOYEE RESPONSIBILITIES

An employee will:

- A. Provide notice to his/her supervisor of the need for leave:
 - 1. for leave that is foreseeable – at least 30 days in advance;
 - 2. for leave that is unforeseeable – as soon as is practicable.
- B. Advise his/her supervisor if the leave is to be taken intermittently or on a reduced leave schedule basis.
- C. Provide medical certification for leave taken as a result of a serious health condition of the employee or of a serious health condition of the employee's spouse, parent or child, if requested by the City's designee.

1. Failure by the employee to comply with the certification requirements may result in a delay in the start of FMLA leave, a delay in the restoration of the employee to his/her position, or unprotected leave status.
- D. Comply with arrangements to pay the employee-paid portion of the group health plan benefit premiums (See Section XI).
- E. Periodically advise his/her supervisor, at least every 30 days, of his/her condition, or the condition of his/her spouse, child or parent, and the intent to return to work at the conclusion of leave.
- F. Notify his/her supervisor of any changes in the circumstances for which leave is being taken.
- G. Provide his/her supervisor with a fitness for duty certification if required by his/her supervisor, timekeeper, or HR consultant upon the employee's return to work following the employee's serious health condition.

VII. THE CITY'S RESPONSIBILITIES

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

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

VIII. MEDICAL CERTIFICATION

- A. The City will require medical certification of any serious health condition of the employee or of the serious health condition of the employee's spouse, parent or child.
- B. If the leave is foreseeable, the employee should provide the medical certification prior to taking the leave.

C. If the leave is not foreseeable, the employee shall provide medical certification within 15 days after being requested to do so by the City's designee.

D. An employee on approved FMLA leave will be required to inform his/her supervisor every 30 days regarding his/her status and intent to return to work upon the conclusion of the leave (See, also, Section VI E).

E. The City reserves its right to require, at its own expense, second and third medical opinions, as specified by the FMLA.

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

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

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

1. Plan A

a. paid leave comes first from dependent leave, in the amount allowed in the contract/compensation plan.

b. the remaining leave comes from the employee's vacation time.

2. Plan B

a. either personal leave time and/or vacation time can be used

b. severance account hours can be used in the same manner as sick leave hours are allowed under Plan A.

B. FMLA leave for the serious health condition of the employee

1. Plan A

a. paid leave comes first from hospital leave (when appropriate);

b. followed by all sick leave

c. followed by vacation time

2. Plan B

a. paid leave will be provided when appropriate from the Short Term Disability Insurance Program

b. personal leave, severance account hours, and vacation time will then be utilized in that order.

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

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

X. INTERMITTENT LEAVE

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

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

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

XI. BENEFITS WHILE ON FMLA LEAVE

A. For the duration of FMLA leave, the City will pay the City-paid portion of the premiums for group health plan benefit coverage, which includes medical insurance coverage, Basic Employee Term Life Insurance, and Short Term Disability Insurance, subject to Section XIA3.

1. While on FMLA leave utilizing paid leave, the employee-paid portion of the group health plan benefit premiums are deducted from employee's check as usual.

2. When FMLA leave is unpaid, the employee must contact the Benefits Section of Human Resources (535-7900) to make arrangements to pay the employee portion of the insurance premiums. The employee and employer will agree in writing as to the way the employee-paid portion of the group health benefit plan premium payments will be paid, under the four allowable options:

a. Payment would be due at the same time as it would be made if by payroll deduction;

b. Payment would be due on the same schedule as payments are made under COBRA;

c. Payment would be prepaid pursuant to a cafeteria plan at the employee's option; or

d. Prepayment of the employee-paid portion of the group benefit plan premiums through increased payroll deductions before the leave is taken, when the need for unpaid FMLA leave is foreseeable, or payment of the employee-paid portion of the group benefit plan premiums through increased deductions after the employee returns to work following unpaid FMLA leave when the need for unpaid FMLA leave is not foreseeable.

3. If the employee-paid portion of the group health plan benefit premium is more than 30 days late, the City's obligation to maintain group health plan insurance coverage will cease.

a. The City, through its designee, will provide written notice at least 15 days prior to the date coverage will be cancelled that payment has not been received.

b. The employee will have 15 days after the date of notification, or 30 days from the date the premium was due, whichever is greater, to make the required premium payment(s).

c. If the employee fails to pay his/her portion of the group health plan benefit premium(s), the employee will lose his/her group health plan benefit coverage.

B. The City is not responsible for maintaining non-health care related benefits paid directly by the employee through voluntary deductions (dental, supplemental and dependent life insurance, accident insurance plans, or LTD). It is the employee's responsibility to make arrangements through the Benefits Section of Human Resources (535-7900) for the payment of those benefit premiums when on unpaid FMLA leave.

C. If an employee fails to return to work after unpaid FMLA leave has ended, the employee shall reimburse the City all City-paid group health plan benefit premiums it paid on behalf of the employee unless the failure to return from leave is due to:

1. the continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member which would otherwise entitle the employee to leave under FMLA;
2. other circumstances beyond the employee's control.

D. An employee is considered to have returned to work following FMLA leave if he/she returns for at least 30 calendar days.

E. An employee's seniority will not be interrupted if the employee utilizes paid leave while on FMLA leave. Once paid leave is exhausted, no seniority or pension credit will be accumulated for the unpaid FMLA leave time. Upon return from unpaid leave the employee's seniority will continue where the accumulation left off.

XII. RETURN TO WORK AFTER FMLA LEAVE

A. Upon return to work following FMLA leave, the employee must provide a medical certification of the employee's fitness to return to work if the FMLA leave was taken for the employee's own serious health condition.

B. If the employee fails to provide a fitness certificate after being notified by the City of the need for the certificate, the City, through its designee, may delay the employee's return to work until the fitness certificate is provided.

C. An employee will be returned to his/her job or an equivalent job with equivalent pay, benefits, and working conditions, if the original job is not available.

D. Key employees that earn salaries in the top ten percent of Salt Lake City Corporation's workforce and whose return would cause "substantial and grievous economic injury" or hardship to the City's operations, may not be reinstated.

E. The City may take any personnel action/decision that would have happened if the employee had continued to work while the employee is on FMLA leave.

SALT LAKE CITY ORDINANCE

No. _____ of 2006

(Bereavement Leave and Dependent Leave Related to An Adult Designee of An Employee)

AN ORDINANCE AMENDING SALT LAKE CITY ORDINANCE 35 OF 2005,
WHICH APPROVED THE COMPENSATION PLAN FOR UN-CLASSIFIED EMPLOYEES.

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

SECTION 1. PURPOSE. The purpose of this ordinance is to approve the attached amendments to the Compensation Plan for Unclassified employees adopted by Salt Lake City Ordinance 35 of 2005. Three copies of said Compensation Plan amendments shall be maintained in the City Recorder's Office for public inspection.

SECTION 2. APPLICATION. The amendments to 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 become effective on the date of its first publication.

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

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 2006.

Published: _____.

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date February 3, 2006
By [Signature]

I:\Ordinance 06\Bereavement Leave Ordinance - unclassified - 02-01-06 draft.doc

COMPENSATION PLAN FOR SALT LAKE CITY CORPORATION UN-CLASSIFIED EMPLOYEES

I. EFFECTIVE DATE

The provisions of this plan shall be effective commencing June 19, 2005, and as amended effective _____, 2006.

II. EMPLOYEES COVERED BY THIS PLAN

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

III. WAGES AND SALARIES

A. Determination.

1. To the degree that funds permit, Un-Classified employees shall be paid salaries that:

a. Are commensurate with the skills and abilities required of the position.

b. Attain comparability with salaries paid by other public employers and private enterprises for similar work.

c. Reflect executive level assessment of the value of the position and the incumbent's contribution to accomplishment of administrative goals, within the boundaries provided in Appendix "A."

2. The Mayor or City Council shall develop policies and guidelines for the administration of the pay plan, consistent with City law and the plan.

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

IV. LONGEVITY PAY

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

V. OVERTIME COMPENSATION

Un-Classified Employees who are exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) are not eligible for overtime compensation. Non-exempt Un-Classified employees, who are authorized and required by their supervisors to perform City work on an overtime basis according to City policy, shall be compensated by pay or compensatory time off. Only hours actually worked shall be used in the calculation of overtime. It shall be at the discretion of the Elected Official or Department Director, subject to the limitations of the Fair Labor Standards Act and City policy, to determine whether an employee receives cash payment or compensatory time off. All overtime work must be pre-authorized. In no case shall overtime compensation exceed the rate of 1-1/2 times an employee's regular hourly rate of pay.

VI. EDUCATION AND TRAINING PAY

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

VII. ALLOWANCES

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

B. Business Expenses. City policy shall govern the authorization of employee advancement or reimbursement for expenses reasonably incurred in the performance of City business. Advancement or reimbursement shall be restricted on the basis of established per diems, and approved only for expenses documented and authorized within limitations established by the City Council.

C. Automobiles.

1. The Mayor or City Council may authorize, subject to the conditions provided in City policy, an employee to utilize a City vehicle on a take-home basis, and shall require said employee to reimburse the City for a portion of the take-home vehicle cost, as provided in applicable policy and City ordinance.

2. Employees who are authorized to use, and who do use, privately owned automobiles for official City business shall be reimbursed for the operation expenses of said automobiles as provided in City policy.

VIII. HOURS OF SERVICE.

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

IX. HOLIDAYS AND VACATION

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

A. Holidays.

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

- a. New Year's Day, the first day of January.
- b. Martin Luther King, Jr. Day, the third Monday of January.
- c. President's Day, the third Monday in February.
- d. Memorial Day, the last Monday of May.
- e. Independence Day, the fourth day of July.
- f. Pioneer Day, the twenty-fourth day of July.
- g. Labor Day, the first Monday in September.
- h. Veteran's Day, the eleventh day of November.
- i. Thanksgiving Day, the fourth Thursday in November.
- j. The Friday after Thanksgiving Day. (See holiday exception below.)
- k. Christmas Day, the twenty-fifth day of December.
- l. One personal holiday, taken upon request of the employee.

2. When any holiday listed above falls on a Sunday, the following business day shall be considered a holiday. When any holiday listed above falls on a Saturday, the preceding business

day shall be considered a holiday. In addition to the above, any day may be designated as a holiday by proclamation of the Mayor and/or the City Council.

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

4. Holiday Exception. In lieu of taking the Friday after Thanksgiving Day as a holiday, employees may observe this holiday up to 50 days prior to Thanksgiving Day, provided that the date chosen is approved in writing by the supervisor.

B. Vacations.

1. Full-time employees covered under this plan shall be entitled to receive their regular salaries during vacation periods earned and taken in accordance with the provisions in this paragraph.

2. For full-time employees, the following schedule shall apply:

Completed years of City Service	Hours of Vacation Accrued Per Biweekly 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.

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

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

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

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

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

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

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

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

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

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

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

X. SICK AND OTHER RELATED LEAVE OR PERSONAL LEAVE.

A. Benefits in this section continue income to employees during absence due to illness, accident or personal reasons. Some of these absences may qualify under the Family and Medical Leave Act (FMLA). This is a federal law that provides up to 12 weeks of unpaid leave each year and protects jobs and health care benefits for eligible employees who need to be off work for certain "family and medical" reasons. APPENDIX C outlines the FMLA rights and obligations of the employee and the City. The City requires all employees using FMLA leave to exhaust their paid leave allotments for FMLA-qualifying events prior to taking FMLA leave unpaid. The paid leave parameters are defined in this Compensation Plan. Employees do not earn or receive benefits of this Section X. while on unpaid leave of absence. However, employees on an unpaid military leave of absence may be entitled to the restoration of such benefits, as provided by city ordinance.

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

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

D. Plan "A."

1. Sick Leave.

a. Sick leave shall be provided for full-time employees under this Plan "A" as insurance against loss of income when an employee is unable to perform assigned duties because of illness or injury. The Mayor may establish written rules governing the interfacing of sick leave and Workers' Compensation benefits and avoiding, to the extent allowable by law, duplicative payments.

b. Each full-time employee shall accrue sick leave at a rate of 4.62 hours per pay period. For any plan year in which there are 27 pay periods, no sick leave hours will be awarded on the 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," employees who have accumulated 240 hours of sick leave may choose to convert up to 64 hours of the sick leave grant from any given year to vacation leave. Any sick leave used during the calendar year reduces the allowable conversion by an equal amount.

d. Conversion at the maximum allowable hours will be made unless the employee elects otherwise. Any election by an employee for no conversion, or to convert less than the maximum allowable sick leave hours to vacation time, must be made by notifying his or her Personnel/Payroll Administrator, in writing, not later than the second payperiod of the new calendar year. Otherwise, the opportunity to waive conversion or elect conversion other than the maximum allowable amount is waived for that calendar year. In no event shall sick leave days be converted from other than the current year's sick leave allocation.

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

2. Hospitalization Leave

a. Hospitalization leave shall be provided for full-time employees under this Plan "A," in addition to sick leave authorized hereunder, as insurance against loss of income when employees are unable to perform assigned duties because of scheduled surgical procedures, urgent medical treatment, or hospital in-patient admission.

b. Employees shall be entitled to 30 days of hospitalization leave each calendar year. Hospitalization leave shall not accumulate from year to year. Employees may not convert hospitalization leave to vacation or any other leave, nor may they convert hospitalization leave to any additional benefit at time of retirement.

c. Employees who are unable to perform their duties during a shift due to preparations (such as fasting, rest, or ingestion of medicine) for a scheduled surgical procedure, may report the absence from the affected shift as hospitalization leave, with the prior approval of their division head or supervisor.

d. Employees who must receive urgent medical treatment at a hospital, emergency room or acute care facility and are unable to perform their duties during a shift due to that urgent medical treatment, may report the absence from the affected shift as hospitalization leave. The employee is responsible to report the receipt of urgent medical treatment to the employee's Division head or supervisor as soon as practical. For purposes of use of hospitalization Leave, urgent medical treatment includes at-home care directed by a physician immediately after the urgent medical treatment and within the affected shift.

e. Employees who are admitted as an inpatient to a hospital for medical treatment and are thus unable to perform their duties, may report the absence from duty while in the hospital as hospitalization leave.

f. Time spent in medical treatment consisting exclusively or primarily of post-injury rehabilitation or therapy treatment, whether conducted in a hospital or other medical facility, shall not be counted as hospitalization leave.

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

3. Bereavement Leave

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

b. "Adult designee" means an individual designated by an employee as the employee's adult designee under Ordinance No. _____ of 2006, or its successor. The adult designee benefit provided under this bereavement benefit is not effective before _____, 2006.

bc. In the event of death of an uncle, aunt, niece, nephew, or first cousin to the respective employee, said employee will be paid for time off from scheduled working hours while attending the funeral or memorial service for such person, not to exceed one shift.

ed. In the event of death of friends or relatives not listed above, an employee may be granted time off without pay, not to exceed four days, or may use available vacation leave while attending the funeral or memorial service for such person, subject to the approval of his or her immediate supervisor.

de. In the event the death of any member of the immediate family as set forth in this paragraph occurs while an employee is on vacation, their vacation will be extended by the amount of time authorized as bereavement leave under said paragraph.

ef. The provisions of this paragraph shall not be applicable to employees who are on leave of absence other than vacation leave.

4. Dependent Leave.

a. Under Plan "A," dependent leave may be requested by a full-time employee covered by this Compensation Plan for the following ~~FMLA-qualifying reasons~~:

1. Becoming a parent through birth or adoption of a child.
2. Placement of a foster child in the employee's home.
3. Due to the care of the employee's child, spouse or parent with a serious health condition, or if an employee has designated an adult designee, then due to the care of the adult designee or the child of the adult designee with a serious health condition.

Adult designees and the child or parent of the adult designee are not covered under FMLA.

b. Under Plan "A," dependent leave may also be requested by a full-time employee to care for an employee's child, spouse or a parent who is ill or injured but who does not have a serious health condition, or if an employee has designated an adult designee, then dependent leave may also be requested by an employee to care for the adult designee or the child of the adult designee who is ill or injured but who does not have a serious health condition.

c. "Adult designee" means an individual designated by an employee as the employee's adult designee under Ordinance No. _____ of 2006, or its successor. The adult designee benefit provided under this dependent leave benefit is not effective before _____, 2006.

ed. The following provisions apply to the use of dependent leave by a full-time employee:

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

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

6. Retirement Benefit, Plan "A."

a. Persons who retire under the eligibility requirements of the Utah State Retirement Systems will be paid in cash at their then current pay scale, a sum equal to their daily rate of pay for 25% of the accumulated sick leave days reserved for the benefit of said employee at the date of the employee's retirement.

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

E. Plan "B."

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

2. Each full-time employee under this Plan "B" shall be awarded each plan year personal leave hours based on the following schedule:

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

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

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

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

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

c. Convert a portion of unused personal leave hours for a lump sum payment as provided in subparagraph (a) above and carry over a portion as provided in subparagraph (b) above.

4. Maximum Accrual. A maximum of 80 hours of personal leave may be carried over to the next calendar year. Any personal leave hours unused or converted before the end of the calendar year in excess of 80 shall be converted to a lump sum payment as provided in subparagraph 3.a above.

5. Termination Benefits. At termination of employment for any reason, accumulated unused personal leave hours shall be paid to the employee at 50 percent of the hourly base wage rate on date of termination for each unused hour.

6. Conditions on Use of Personal Leave are:

a. Minimum use of personal leave is one hour. Scheduling of personal leave is subject to supervisory approval.

b. Except in unforeseen circumstances, such as emergencies or the employees' inability to work due to their illness or accident, the employees must provide their supervisors with prior

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

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

7. Bereavement Leave.

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

b. "Adult designee" means an individual designated by an employee as the employee's adult designee under Ordinance No. _____ of 2006, or its successor. The adult designee benefit provided under this bereavement benefit is not effective before _____, 2006.

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

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

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

or elected official and by the Human Resources Director (who will review the request for compliance with the guidelines outlined here).

9. Plan "B" Retirement Benefit

a. Full-time employees currently covered under Plan "B" who were hired before November 16, 1997 and who elected in to be covered under Plan "B," shall have a Plan B retirement account equal to sixty percent of their accumulated unused sick leave hours available on November 15, 1997, minus any hours withdrawn from that account since it was established.

b. Full-time employees who were hired before November 16, 1997 and who elected in 1998 to be covered under Plan "B," shall have a Plan B retirement account equal to fifty percent of their accumulated unused sick leave hours available on November 14, 1998, minus any hours withdrawn after the account is established.

c. Retirement Benefit.

(1) All of the hours in the Plan B retirement account shall be payable at retirement as follows: The employee shall be paid the employee's hourly rate of pay on date of retirement for each hour in the employee's severance account.

(2) In lieu of the above, full-time employees may elect to convert the Plan B retirement account payment as provided herein to hospital and surgical coverage. Such payment shall be subject to any state and federal income and social security tax withholdings required by law. An employee's available Plan B retirement account balance, computed by the hours therein times the salary rate at the effective date of employment separation, determines the number of months of medical and surgical coverage which may be purchased. The purchase shall be computed on a monthly basis and shall be based on charges against the account balance. If insurance costs increase due to group experience, the number of months of coverage will decrease.

d. Hours may be withdrawn from the Plan B retirement account for emergencies after personal leave hours are exhausted and with the prior written approval of the employee's supervisor. Plan B retirement account hours may also be used as a supplement to Workers' Compensation benefits which, when added to the employee's Workers' Compensation benefits, equals the employee's regular net salary. The employee must make an election in writing to his or her department head to use Plan B retirement account hours as to supplement Workers' Compensation benefits.

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

XI. MILITARY LEAVE AND JURY DUTY

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

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

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

XII. ADDITIONAL LEAVES OF ABSENCE.

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

XIII. INSURANCE

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

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

B. The City will participate in the Nationwide Post Employment Health Plan, as adopted by the City by ordinance. The City will contribute \$600.08 per year (prorated per employee's biweekly pay period) into each employee's Nationwide Post Employment Health Plan account.

XIV. WORKERS' COMPENSATION

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

XV. LONG TERM DISABILITY COMPENSATION

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

XVI. TRANSITIONAL DUTY

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

XVII. SEPARATION FROM SERVICE

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

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

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

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

D. Layoffs. Un-Classified employees are not eligible for layoff benefits, including re-employment preference after being separated from an appointed position. However, if the separation from employment is not for cause due to poor performance, misconduct or malfeasance, the City may in its discretion, place the employee in a classified or un-classified vacant position for which the employee is qualified, if: 1) there is no other more qualified candidate for the vacant position; or 2) there is no candidate with a placement preference under City policy.

E Separation From Employment Due To Resignations Or Otherwise

1. Every employee who is separated from City employment for any reason shall be paid for:

a. Earned vacation time accrued, unused, and unforfeited as of the date of termination;

b. Unused compensatory time off; and

c. If a participant in "Plan B," any accrued and unused personal leave in accordance with paragraph X.D.5 of this chapter.

F. Severance Benefit for Involuntary Separation

1. An Un-Classified employee who is involuntarily terminated from City employment for reasons other than for cause due to poor performance, misconduct or malfeasance, shall receive a severance benefit consisting of one week's base salary pay, determined on the effective date of termination, for each year of City employment calculated on a pro-rata basis, but which sum shall not exceed a total of 6 weeks' base salary.

2. Exception: The Mayor for Executive Branch employees or the Executive Director of the City Council Office for Council employees, with the prior written advice and consent of the City Council, may in a writing filed with the City Recorder grant a larger severance benefit than specified under 2. above, if one is necessary to meet employment market conditions or where it would be in the City's best interests to do so.

3. Not Eligible for Benefit. The severance benefit provided in Section "D" shall not be granted to the following employees:

a. An employee who, at the time of termination of employment, has been convicted, indicted, charged or is under active criminal investigation concerning a public offense involving a felony or moral turpitude. This provision shall not restrict the award of full severance benefits

should such employee subsequently be found not guilty of such charge or if the charges are otherwise dismissed.

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

XVIII. AUTHORITY OF THE MAYOR/CITY COUNCIL

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

XIX. APPROPRIATION OF FUNDS

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

XX. JOB SHARING

A. Un-Classified Employees may be authorized, by the City, to job share a full-time position. Under an authorized job share arrangement, the employees involved shall, pursuant to a written agreement between them, equally share in the compensation and benefits normally provided to the full-time position that is being shared. The full-time position that is being shared shall remain unchanged in its functions, duties, benefits and pay level assignment.

B. A job share arrangement will not be authorized, unless the following occurs:

- 1. The employees who are sharing a job have voluntarily entered into a written agreement specifying the hours each will work and the allocation of benefits and compensation between them; and
- 2. The department director has approved in writing the job sharing arrangement.

XXI. REGULAR PART-TIME (RPT) EMPLOYEES

A. Un-Classified regular part-time (RPT) employees are Un-Classified Employees whose jobs regularly required them to work twenty (20) or more but less than forty (40) hours a week. Such employees do not include seasonal employees and employees who job share under paragraph XIX.

B. An Un-Classified RPT employee shall be paid an hourly wage based on the monthly salary rate specified in the pay band schedule, attached as Appendix "A."

C. Unless otherwise modified by the City, Un-Classified RPT employees shall receive fifty percent (50%) of the following benefits subject to the conditions provided in this Plan:

1. Education and Training Pay as specified in paragraph VI of this Plan.
2. Holidays and leaves of absences, as specified in paragraphs IX, X, XI, and XII of this Plan.
3. City's contribution to insurance premiums as provided under paragraph XIII of this Plan.

D. Un-Classified RPT employees shall receive insurance benefits as provided under paragraph XIII, and the allowances as specified in paragraph VII. of this Plan.

E. Un-Classified RPT employees may participate in retirement programs, as specified in paragraph XVII of this Plan.

F. There shall be no cost to the Un-Classified RPT employee for Short-term Disability insurance.

Appendix A - Salary Schedule
Bi-weekly Rates Effective July 1, 2005

Band	Unclassified Position Level		
1	Clerical/Technical 1		
2	Clerical/Technical 2; Admin. Support 1		
3	Administrative Support 2		
4	Administrative Support 3	MIN	MAX
5	Admin. Support 4	\$2,453	BAND
8	\$4,397		
6	Admin. Support 5	\$5,315	
	\$9,527		
7	Advisor	\$2,097	BAND
7	\$3,759		
8	Sr. Advisor	\$4,544	\$8,144

			\$1,893	BAND 6	
\$3,226			\$4,102		\$6,990
		\$1,640	BAND 5		\$2,805
		\$3,554			\$6,078
	\$1,470	BAND 4			\$2,459
	\$3,185			\$5,328	
	\$1,285	BAND 3			\$2,150
	\$2,785			\$4,659	
\$1,111	BAND 2	\$1,914			
\$2,407		\$4,146			
\$641 BAND 1	\$1,467			Bi-	
Weekly/Monthly Rates					
\$1,388		\$3,178			

Appendix B - Retirement Contributions Schedule

UTAH STATE RETIREMENT CONTRIBUTIONS FY 2005/2006

Utah State Retirement System Contribution Paid by City Contribution	Employee Contribution			Total Employee Total Employer Contribution Grand Total
Public Employee Contributory Retirement System	0	6.00%	7.08%	13.08%
Public Employee Non-Contributory Retirement System	0	0	11.09%	11.09%

Appendix C - Family and Medical Leave Act Policy 3.01.07

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

SALT LAKE CITY POLICY MANUAL

FAMILY AND MEDICAL LEAVE ACT POLICY 3.01.07

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

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

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

II. QUALIFYING EVENTS FOR WHICH FMLA CAN BE TAKEN

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

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

A. A husband and wife who are eligible for FMLA leave and are both employed by the City are limited to a combined total of 12 weeks of leave during the 12 month period if the leave is taken:

- 1. for the birth of a child or to care for the child after the birth;
- 2. for the placement of a child with the employee for adoption or foster care, or to care for the child after placement; or
- 3. to care for the employee's parent with a serious health condition.

B. Where the husband and wife both use a portion of the total 12 week FMLA leave entitlement for one of the purposes set forth in IIIA, above, the husband and wife each are

entitled to the difference between the amount he/she has taken individually and 12 weeks for FMLA leave for a qualifying event other than those identified in IIIA.

IV. EMPLOYEE ELIGIBILITY

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

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

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

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

VI. EMPLOYEE RESPONSIBILITIES

An employee will:

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

VII. THE CITY'S RESPONSIBILITIES

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

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

VIII. MEDICAL CERTIFICATION

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

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

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

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

- a. paid leave comes first from dependent leave, in the amount allowed in the contract/compensation plan.
- b. the remaining leave comes from the employee's vacation time.
- 2. Plan B
 - a. either personal leave time and/or vacation time can be used
 - b. severance account hours can be used in the same manner as sick leave hours are allowed under Plan A.
- B. FMLA leave for the serious health condition of the employee
 - 1. Plan A
 - a. paid leave comes first from hospital leave (when appropriate);
 - b. followed by all sick leave
 - c. followed by vacation time
 - 2. Plan B
 - a. paid leave will be provided when appropriate from the Short Term Disability Insurance Program
 - b. personal leave, severance account hours, and vacation time will then be utilized in that order.
- C. Compensatory time may be used for an FMLA reason but any period of leave paid from the employee's accrued compensatory time account will not be counted against the employee's FMLA leave entitlement.
- D. Leave taken for a serious health condition covered under Workers' Compensation will be counted towards an employee's FMLA entitlement. Accrued paid leave may be used at the same time the employee is collecting a Workers' Compensation benefit only to the extent that it allows the employee to collect 100% of his/her net salary.

X. INTERMITTENT LEAVE

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

XI. BENEFITS WHILE ON FMLA LEAVE

A. For the duration of FMLA leave, the City will pay the City-paid portion of the premiums for group health plan benefit coverage, which includes medical insurance coverage, Basic Employee Term Life Insurance, and Short Term Disability Insurance, subject to Section XIA3.

1. While on FMLA leave utilizing paid leave, the employee-paid portion of the group health plan benefit premiums are deducted from employee's check as usual.

2. When FMLA leave is unpaid, the employee must contact the Benefits Section of Human Resources (535-7900) to make arrangements to pay the employee portion of the insurance premiums. The employee and employer will agree in writing as to the way the employee-paid portion of the group health benefit plan premium payments will be paid, under the four allowable options:

a. Payment would be due at the same time as it would be made if by payroll deduction;

b. Payment would be due on the same schedule as payments are made under COBRA;

c. Payment would be prepaid pursuant to a cafeteria plan at the employee's option; or

d. Prepayment of the employee-paid portion of the group benefit plan premiums through increased payroll deductions before the leave is taken, when the need for unpaid FMLA leave is foreseeable, or payment of the employee-paid portion of the group benefit plan premiums through increased deductions after the employee returns to work following unpaid FMLA leave when the need for unpaid FMLA leave is not foreseeable.

3. If the employee-paid portion of the group health plan benefit premium is more than 30 days late, the City's obligation to maintain group health plan insurance coverage will cease.

a. The City, through its designee, will provide written notice at least 15 days prior to the date coverage will be cancelled that payment has not been received.

b. The employee will have 15 days after the date of notification, or 30 days from the date the premium was due, whichever is greater, to make the required premium payment(s).

c. If the employee fails to pay his/her portion of the group health plan benefit premium(s), the employee will lose his/her group health plan benefit coverage.

B. The City is not responsible for maintaining non-health care related benefits paid directly by the employee through voluntary deductions (dental, supplemental and dependent life insurance, accident insurance plans, or LTD). It is the employee's responsibility to make arrangements through the Benefits Section of Human Resources (535-7900) for the payment of those benefit premiums when on unpaid FMLA leave.

C. If an employee fails to return to work after unpaid FMLA leave has ended, the employee shall reimburse the City all City-paid group health plan benefit premiums it paid on behalf of the employee unless the failure to return from leave is due to:

1. the continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member which would otherwise entitle the employee to leave under FMLA;

2. other circumstances beyond the employee's control.

D. An employee is considered to have returned to work following FMLA leave if he/she returns for at least 30 calendar days.

E. An employee's seniority will not be interrupted if the employee utilizes paid leave while on FMLA leave. Once paid leave is exhausted, no seniority or pension credit will be accumulated for the unpaid FMLA leave time. Upon return from unpaid leave the employee's seniority will continue where the accumulation left off.

XII. RETURN TO WORK AFTER FMLA LEAVE

- A. Upon return to work following FMLA leave, the employee must provide a medical certification of the employee's fitness to return to work if the FMLA leave was taken for the employee's own serious health condition.
- B. If the employee fails to provide a fitness certificate after being notified by the City of the need for the certificate, the City, through its designee, may delay the employee's return to work until the fitness certificate is provided.
- C. An employee will be returned to his/her job or an equivalent job with equivalent pay, benefits, and working conditions, if the original job is not available.
- D. Key employees that earn salaries in the top ten percent of Salt Lake City Corporation's workforce and whose return would cause "substantial and grievous economic injury" or hardship to the City's operations, may not be reinstated.
- E. The City may take any personnel action/decision that would have happened if the employee had continued to work while the employee is on FMLA leave.

SALT LAKE CITY ORDINANCE

No. _____ of 2006

(Bereavement Leave and Dependent Leave Related to An Adult Designee of An Employee)

AN ORDINANCE AMENDING SALT LAKE CITY ORDINANCE 30 OF 2005,
WHICH APPROVED THE COMPENSATION PLAN FOR "600 SERIES" AND "300 SERIES"
EMPLOYEES.

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

SECTION 1. PURPOSE. The purpose of this ordinance is to approve the attached amendments to the Compensation Plan for "600 Series" and "300 Series" employees adopted by Salt Lake City Ordinance 30 of 2005. Three copies of said Compensation Plan amendments shall be maintained in the City Recorder's Office for public inspection.

SECTION 2. APPLICATION. The amendments to 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 become effective on the date of its first publication.

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

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 2006.
Published: _____.

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date February 3, 2006
By [Signature]

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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 June 19, 2005, and as amended effective _____, 2006.

II. EMPLOYEES COVERED BY THIS PLAN

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

III. WAGES AND SALARIES

A. Determination.

1. To the degree that funds permit, employees classified as "600 Series" and "300 Series" "Exempt Professional" or "Non-Exempt Professional" employees shall be paid compensation that:

- a. Is commensurate with the skills and abilities required of the position.
- b. Is competitive with the compensation paid by other public and private employers with whom the City competes for personnel recruitment and retention.

2. Compensation surveys, which are used to determine comparability, shall include a reasonable cross section of comparable benchmark positions in organizations with whom the City competes for personnel recruitment and retention.

3. Compensation surveys shall measure total compensation including salaries and wages, paid leave, group insurance plans, retirement, and all other benefits.

4. The compensation plans may provide salary range widths that reflect the normal growth and productivity potential of employees within a job classification.

5. The Mayor shall develop policies and guidelines for the administration of the pay plans.

6. The pay administration policies may provide for annual salary adjustments which, subject to availability of funds, generally reflect the practices of private enterprise to allow for faster

salary growth in the bottom half of pay ranges, and slower growth in the upper half, as warranted by maturity of job skills within a job classification and satisfactory performance of job duties and responsibilities.

B. Schedules.

1. Employees shall, for purposes of this compensation plan and its wage schedules, be referred to as either "Exempt Professional" (600 Series) employees or "Non-Exempt Professional" (300 Series) employees.

a. As used in this Compensation Plan, "Exempt Professional" employees shall mean Professional employees who are defined by §213 of the Fair Labor Standards Act (the "Act") as exempt from the Act's overtime provisions.

b. As used in this Compensation Plan, "Non-Exempt Professional" employees shall mean Professional employees who are covered by the overtime provisions of the Act.

2. Effective June 19, 2005, Full-Time "600 Series" Exempt Professional employees shall be paid compensation according to the wage schedule attached as Appendix "A."

3. Effective June 19, 2005, Full-Time "300 Series" Non-Exempt Professional employees shall be paid compensation according to the salary schedule attached as Appendix "B."

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

IV. LONGEVITY PAY

A. Eligibility. Full-Time employees who have completed 6 full years of employment with the City, shall receive a monthly longevity benefit in the sum of \$50.00. Said benefit shall be \$75.00 per month for employees who have completed 10 full years of employment with the City. Said benefit shall be \$100.00 per month for employees who have completed 16 full years of employment with the City. Said benefit shall be \$125.00 per month for employees who have completed 20 full years of employment with the City. The computation of longevity pay shall be based on the most recent date the person became a Full-Time salaried employee.

B. Pension Base Pay. Longevity paid to Full-Time employees pursuant to paragraph IV.A shall be deemed included within base pay for purposes of pension contributions.

C. The benefit under this Article IV is paid pro-rata each bi-weekly pay period, based on the most recent date the person became a full-time salaried employee. Employees do not earn or receive longevity payments while on unpaid leave of absence. Upon return from an approved, unpaid leave of absence, longevity payments will resume on the same basis as if the employee had not been on such leave of absence.

V. OVERTIME COMPENSATION

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

VI. EDUCATION AND TRAINING PAY

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

VII. WAGE DIFFERENTIALS

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

1. Employees who have been released from normally scheduled work and standby periods, and who return to their normal work site upon direction of an appropriate department head or designated representative prior to their next normal duty shift and without advanced notice or scheduling, shall receive a minimum of three (3) hours straight-time pay and 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 and 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 a monthly allowance of \$120.00. See paragraph D. below.

C. Shift Differential. Full-Time "300 Series" employees who work a regularly scheduled swing shift or night shift will receive a differential of \$.68 an hour. See paragraph D below.

D. For purposes of paragraphs B. and C. above, a regularly scheduled swing shift or night shift means a regularly scheduled shift that starts between 12:00 noon and 5:59 a.m. However, if an employee requests a start time falling within this period that is not the regular start time otherwise designated by the City, and the granting of such request will not compromise the City's needs, then the request may be granted without shift differential. The request must be in writing and signed by the employee.

E. Acting/Working out of Classification. From time to time, employees may be asked to temporarily assume some or all of the duties of a supervisor or other team member in that person's absence. Employees who feel that they are asked to perform the duties of a position in a higher classification, should discuss the matter with the person to whom they report during the temporary assignment. With guidance from the department head, said person will decide—on the basis of how much responsibility is assumed and the length of the temporary assignment—whether additional compensation is warranted. Where the department and the employee disagree on the decision, and provided the temporary assignment lasts for at least 20 working days, the employee may request a review by the Division of Human Resource Management. Compensation adjustments made under this paragraph VII.D. may be retroactive.

F. Snowfighter Pay for Full-Time "300 Series" Employees Designated by the City. Full-Time "300 Series" employees designated by the City as members of the Snow Fighter Corps shall receive a pay differential equal to \$300 per month for the snowfighter season (November 6, 2005 to February 25, 2006), not to exceed \$1,200 during each fiscal year of this compensation plan. Such pay differential shall be for work related to snow removal and shall be separate from regular earnings on each employee's wage statement. Employees who are qualified to operate snow-removal equipment shall be assigned to the Snowfighter Corps by department seniority on a volunteer basis. If the City does not have enough volunteers to staff a snowfighter crew, as determined by the supervisor or department head, employees shall be assigned on a department seniority basis with the junior employees assigned first.

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

work days for purposes of determining eligibility for the allowance described in this article VII.
F.

VIII. ALLOWANCES

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

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

C. Automobiles.

1. The Mayor may authorize, subject to the conditions provided in City policy, an employee to utilize a City vehicle on a take-home basis, and may require said employee to reimburse the City for a portion of the take-home vehicle cost as provided in City ordinance.

2. Employees who are authorized to use, and who do use, privately owned automobiles for official City business shall be reimbursed for the operation expenses of said automobiles at the rate specified in City policy.

D. Uniform Allowance. Employees shall be provided the following monthly uniform allowances when required to wear uniforms in the performance of their duties:

1. Field Supervisor (Parking Enforcement) -- \$50.00

2. Non-sworn Police and Fire Department employees -- \$50.00.

3. Watershed Management Division Personnel -- \$50.00

4. Uniform allowances are provided if the employees maintain their uniforms in reasonably good, clean, neat and pressed condition. Uniforms shall have proper identification and insignias and shall not be frayed or unsightly. Uniforms shall be in compliance with applicable department regulations. Failure to maintain the uniform in accordance with the above shall be grounds for forfeiture of uniform allowances provided in this paragraph VIII.D.

E. Allowances for Golf Professionals. The Mayor may, within budgeted appropriations, authorize golf lesson revenue sharing between the City and employees classified as golf professionals and assistant golf professionals as business needs and market surveys dictate.

IX. HOURS OF SERVICE – 300 SERIES EMPLOYEES

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

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

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

C. Meal Period. Employees shall be granted a lunch period not to exceed sixty (60) minutes during each work shift; provided, however, said lunch period shall be scheduled in accordance with the operational needs of the department 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.

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

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

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

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

XI. SICK AND OTHER RELATED LEAVE OR PERSONAL LEAVE.

A. Benefits in this section are for the purpose of continuing income to employees during absence due to illness, accident or personal reasons. Some of these absences may qualify under the Family and Medical Leave Act (FMLA). This is a federal law that provides up to 12 weeks of unpaid leave each year and protects jobs and health care benefits for eligible employees who need to be off work for certain "family and medical" reasons. APPENDIX D outlines the FMLA rights and obligations of the employee and the City. The City requires all employees using FMLA leave to exhaust their paid leave allotments for FMLA-qualifying events prior to taking FMLA leave unpaid. The paid leave parameters are defined in this Compensation Plan. Employees do not earn or receive leave benefits under this Section XI, while on unpaid leave of absence. However, employees on an unpaid military leave of absence may be entitled to the restoration of such leave benefits, as provided by city ordinance.

B. Full-Time employees shall receive benefits in this section either under a plan as provided in paragraph XI.D. (Plan "A"), or as provided in paragraph XI.E. (Plan "B").

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

D. Plan "A."

1. Sick Leave.

a. Sick leave shall be provided for Full-Time employees under this Plan "A" as insurance against loss of income when an employee is unable to perform assigned duties because of illness or injury. The Mayor may establish rules governing the interfacing of sick leave and Workers' Compensation benefits and avoiding, to the extent allowable by law, duplicative payments.

b. Each Full-Time employee shall accrue sick leave at a rate of 4.62 hours per pay period. For any plan year in which there are 27 pay periods, no sick leave hours will be awarded on the 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. Bereavement Leave

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

Salt Lake City; the employee attends the service; and the day following the service is a regular work shift. Satisfactory proof of such death, together with the date thereof, the date and location of the service, and the date of burial, must, on request, be furnished by the employees to their supervisor.

b. "Adult designee" means an individual designated by an employee as the employee's adult designee under Ordinance No. _____ of 2006, or its successor. The adult designee benefit provided under this bereavement benefit is not effective before _____, 2006.

b.c. In the event of death of an uncle, aunt, niece, nephew, or first cousin to the respective employee, said employee will be paid for time off from scheduled working hours while attending the funeral or memorial service for such person, not to exceed one shift.

ed. In the event of death of friends or relatives not listed above, an employee may be granted time off without pay, not to exceed four hours, or may use available vacation leave while attending the funeral or memorial service for such person, subject to the approval of his or her immediate supervisor.

de. In the event the death of any member of the immediate family as set forth in this paragraph XI.D.3(a) occurs while an employee is on vacation, his or her vacation will be extended by the amount of time authorized as bereavement leave under said paragraph.

ef. The provisions of this paragraph shall not be applicable to employees who are on leave of absence other than vacation leave.

4. Dependent Leave.

a. Under Plan "A," dependent leave may be requested by a Full-Time employee covered by this Compensation Plan for the following ~~FMLA-qualifying~~ reasons:

1. Becoming a parent through birth or adoption of a child or children.

2. Placement of a foster child in the employee's home.

3. Due to the care of the employee's child, spouse, or parent with a serious health condition, or if an employee has designated an adult designee, then due to the care of the adult designee or the child of the adult designee with a serious health condition.

Adult designees and the child of the adult designee 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 or a parent who is ill or injured but who does not have a serious health condition, or if an employee has designated an adult designee, then dependent leave may

also be requested by an employee to care for the adult designee or the child of the designee who is ill or injured but who does not have a serious health condition.

c. “Adult designee” means an individual designated by an employee as the employee’s adult designee under Ordinance No. _____ of 2006, or its successor. The adult designee benefit provided under this dependent leave benefit is not effective before _____, 2006.

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

1. Dependent leave may be granted with pay on a straight time basis.

2. If the employee has available unused sick leave, the employee shall be entitled to use as dependent leave such unused sick leave.

3. The employee shall give notice of the need to take dependent leave and the expected duration of such leave to to his or her supervisor as soon as possible under the circumstances.

4. The employee shall provide, upon request of the supervisor, certification of birth or evidence of a child placement for adoption, or a letter from the attending physician in the event of hospitalization, injury or illness of a child, spouse or parent, or adult designee or adult designee’s child within five calendar days following termination of such leave.

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

6. Probationary employees are not eligible for dependent leave.

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

6. Retirement Benefit, Plan “A.”

a. Persons who retire under the eligibility requirements of the Utah State Retirement System will be paid in cash at their then current pay scale, a sum equal to their daily rate of pay for 25%

of the accumulated sick leave days reserved for the benefit of said employee at the date of the employee's retirement.

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

E. Plan "B."

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

2. Each Full-Time employee under this Plan "B" shall be awarded personal leave hours based on the following schedule:

Months of Consecutive City Service	Hours of Personal Leave Per Bi-weekly Pay Period
Less than 6	1.54
Less than 24	2.31
24 or more	3.08

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

3. Not later than October 31st in each calendar year, employees covered by Plan "B" may elect, by notifying their Personnel/Payroll Administrator in writing, to:
 - a. Convert any unused personal leave hours available at the end of the first pay period of November to a lump sum payment equal to the following: For each converted hour, the employee shall be paid 50 percent of the employee's hourly base wage rate in effect on date of conversion. In no event shall total pay hereunder exceed 40 hours of pay, or
 - b. Carryover to the next calendar year up to 80 unused personal leave hours, or
 - c. Convert a portion of unused personal leave hours, to a lump sum payment as provided in subparagraph (a) above and carry over a portion as provided in subparagraph (b) above.
4. Maximum Accrual. A maximum of 80 hours of personal leave may be carried over to the next plan year. Any personal leave hours unused at the end of the plan year in excess of 80 shall be converted to a lump sum payment as provided in subparagraph 3.a above.
5. Termination Benefits. At termination of employment for any reason, accumulated unused personal leave hours shall be paid to the employee at 50 percent of the hourly base wage rate on date of termination for each unused hour.
6. Conditions on Use of Personal Leave are:
 - a. Minimum use of personal leave is one hour, with supervisory approval.
 - b. Except in unforeseen circumstances, such as emergencies or the employees' inability to work due to their illness or accident, or an unforeseen FMLA-qualifying event, the employees must provide their supervisors with prior notice to allow time for the supervisors to make arrangements necessary to cover the employees' work.
 - c. For leave due to unforeseen circumstances, the employees must give their supervisors as much prior notice as possible.
7. Bereavement Leave.
 - a. Under this Plan "B," time off with pay will be granted to a Full-Time employee who suffers the loss of a wife, husband, child, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, step-grandfather, grandmother, step-grandmother, grandchild, or stepgrandchild, stepchild, stepmother, stepfather, stepbrother or stepsister, or if an employee has designated an adult designee, then the adult designee or the child, mother, father, brother or sister of the adult designee. In the event of death in any of these instances, the employee will be paid his/her regular base pay for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. Employees will be permitted one additional day of funeral or memorial service

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

b. “Adult designee” means an individual designated by an employee as the employee’s adult designee under Ordinance No. _____ of 2006, or its successor. The adult designee benefit provided under this bereavement benefit is not effective before _____, 2006.

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

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

8. Career Enhancement Leave, Plan “B.” A Full-Time employee covered under this Plan “B” is eligible, after 15 years of full time service with the City, to be selected to receive up to two weeks of career enhancement leave. This one-time leave benefit could be used for formal training, informal course of study, job-related travel, internship, mentoring or other activity which could be of benefit to the City and the employee’s career development. Selected employees shall receive their full regular salary during the leave. Request for this leave must be submitted in writing to the appropriate department head, 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).

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

a. Full-Time employees currently covered under Plan “B” who were hired before November 16, 1997, and who elected to be covered under Plan “B,” shall have a retirement/layoff (RL) account equal to sixty percent of their accumulated unused sick leave hours available on November 16, 1997, minus any hours withdrawn from that account since it was established.

b. Full-Time employees who were hired before November 16, 1997 and who elected in 1998 to be covered under Plan “B,” shall have a retirement/layoff (RL) account equal to fifty percent of their accumulated unused sick leave hours available on November 14, 1998, minus any hours withdrawn after the account is established.

c. Payment of the RL Account.

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

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

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

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

XII. MILITARY LEAVE AND JURY DUTY

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

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

qualify, employees claiming the benefit under this provision shall provide documentation to the City demonstrating duty with such agencies. To qualify, duty herein need not be consecutive days of service.

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

XIII. INJURY LEAVE

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

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

account, if applicable, and authorized vacation time to supplement Workers' Compensation so that the employee is receiving the employee's regular net salary.

XIV. ADDITIONAL LEAVES OF ABSENCE.

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

XV. INSURANCE

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

B. The City will participate in the Nationwide Post Employment Health Plan, as adopted by the City by ordinance. The City will contribute \$600.08 per year (prorated per employee's biweekly pay period) into each employee's Nationwide Post Employment Health Plan account.

XVI. WORKERS' COMPENSATION

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

XVII. LONG TERM DISABILITY COMPENSATION

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

XVIII. TRANSITIONAL DUTY.

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

XIX. SEPARATION FROM SERVICE

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

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

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

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

D. Layoffs. Whenever it is necessary to reduce the number of employees performing an activity or function defined by the Mayor or designee within a City department because of lack of work or lack of funds, the City shall minimize layoffs by readjustment of personnel through reemployment or bumping processes detailed in the City's Layoff Procedure.

1. Whenever layoffs are necessary, emergency, temporary, probationary, hourly and Regular Part-Time employees performing essentially the same duties as the aforesaid work activities or functions being reduced shall be laid off first.

2. Full-Time salaried employees shall be the last to be laid off in inverse order of the length of service of employees in the same job classification performing the same job functions and duties.

3. Full-Time salaried employees designated for layoff or actually laid off may request reemployment, or elect to bump if eligible. Once a choice is made, Division of Human Resources staff will focus their effort on the selected option. Under reemployment, the laid off employee may be placed in a vacant equal or lower classification job position, wherever situated in the City, for which the employee is qualified. Vacant means the Division of Human Resource Management has received a request to fill a position. Equal or lower classification means that the maximum salary for the vacant position shall be less than or equal to the maximum salary for the position being laid off. Under the bumping option, said employee, within the City department in which the layoff occurs, may bump the least senior, Full-Time employee or probationary employee (in a job position and function previously and actually held by said laid off employee regardless of whether the job title or classification has since changed). The

determination as whether the laid off employee is currently qualified for a position will be made by the Division of Human Resources, following the process outlined in the City's Layoff Procedure.

4. Future Application for Employment Once Laid Off. Employees who have not utilized either reemployment or bumping , and who leave the City's payroll will have the right to pre-bid (submit application prior to actual position opening) on positions in the 100 Series and 200 Series for a period of two years. They may also apply for 300 Series and 600 Series positions for a two-year period utilizing the City's internal applicant form.

5. Benefits Upon Layoff. Employees who are subject to layoff because of lack of work or lack of funds shall be eligible to receive:

a. One hundred percent of their accumulated unused sick leave hours, if covered under paragraph XI.D. (Plan "A"); or

b. One hundred percent of their RL account if covered under paragraph XI.E (Plan "B").

c. Accrued unused personal leave at 50% of the employees' base hourly rate, if covered under paragraph XI.E (Plan "B").

E. Separation From Employment Due To Resignations Or Otherwise

1. Every employee who is separated from City employment for any reason shall be paid for:

a. Earned vacation time accrued, unused, and unforfeited as of the date of termination;

b. Unused compensatory time off; and

c. If a participant in "Plan B," any accrued and unused personal leave in accordance with paragraph XI.E.5 of this chapter.

XX. RECOGNITION OF THE PROFESSIONAL EMPLOYEES COUNCIL

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

XXI. SENIORITY

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

XXII. AUTHORITY OF THE MAYOR

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

XXIII. APPROPRIATION OF FUNDS

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

XXIV. JOB SHARING

1. Employees may be authorized, by the City, to job share a Full-Time "300 Series" or "600 Series" position. Under an authorized job share arrangement, the employees involved shall, pursuant to a written agreement between them, equally share in the compensation and benefits normally provided to the Full-Time position that is being shared. The Full-Time position that is being shared shall maintain its classification and the compensation and benefits equally shared shall be based on said classification.

2. A job share arrangement will not be authorized unless the following occurs:

a. The employees, who are sharing a job, have voluntarily entered into a written agreement specifying the hours each will work and the equal allocation of benefits and compensation between them; and

b. The Department Director has approved the job sharing arrangement.

XXV. REGULAR PART-TIME EMPLOYEES

A. "300 Series" and "600 Series" Regular Part-Time employees are employees whose jobs regularly require them to work twenty (20) or more but less than forty (40) hours a week. Regular Part-Time employees do not include seasonal employees and employees who job share under paragraph XXIV.

B. Effective July 1, 2004, Regular Part-Time employees shall be paid a wage equal to a prorated amount of the salary of a similarly classified Full-Time employee as specified in salary schedules in Appendices "A" and "B."

C. Unless otherwise modified by the Mayor, Regular Part-Time employees shall receive fifty percent (50%) of the following benefits subject to the conditions provided in this Plan:

1. Longevity Pay as specified in paragraph IV of this Plan.

2. Education and Training Pay as specified in paragraph VI of this Plan.
 3. Holidays, vacation and other leaves of absence as specified in paragraphs X, XI, XII, XIII and XIV of this Plan.
 4. City's contribution to insurance premiums as specified in paragraph XV of this Plan.
- D. Regular Part-Time employees shall receive insurance benefits as specified in paragraph XV, wage differentials as specified in paragraph VII and allowances as specified in paragraph VIII of this Plan.
- E. Regular Part-Time employees may participate in retirement programs as specified in paragraph XIX of this Plan.
- F. There shall be no cost to Regular Part-time employee for Short-term Disability insurance. Short-term disability benefits will be prorated.

Appendix A - 600 Salary Schedule
Bi-weekly Rates, effective July 19, 2005

Grade	Minimum	Midpoint	Maximum
601	\$ 1,308.90	\$ 1,636.90	\$1,964.10
602	\$ 1,366.80	\$ 1,708.70	\$2,051.40
603	\$ 1,428.80	\$ 1,783.80	\$2,138.70
604	\$ 1,541.40	\$ 1,926.60	\$2,311.70
605	\$ 1,561.00	\$ 1,951.90	\$2,341.90
606	\$ 1,630.40	\$ 2,038.40	\$2,447.20
607	\$ 1,681.00	\$ 2,177.90	\$2,674.80
608	\$ 1,790.30	\$ 2,309.30	\$2,829.10
609	\$ 1,881.70	\$ 2,428.40	\$2,974.30
610	\$ 2,004.10	\$ 2,606.30	\$3,208.50
611	\$ 2,085.70	\$ 2,714.00	\$3,342.30
612	\$ 2,195.90	\$ 2,833.20	\$3,470.40
613	\$ 2,365.60	\$ 3,051.80	\$3,738.10
614	\$ 2,501.90	\$ 3,228.90	\$3,955.20
615	\$ 2,748.30	\$ 3,546.30	\$4,343.60

Appendix B - 300 Salary Schedule
Bi-Weekly Rates, effective July 19, 2005

Grade	Minimum	Midpoint	Maximum
301	\$ 934.30	\$ 1,174.20	\$ 1,414.90
302	\$ 976.80	\$ 1,199.50	\$ 1,422.30
303	\$ 1,021.60	\$ 1,277.90	\$ 1,534.10
304	\$ 1,069.00	\$ 1,341.50	\$ 1,614.00
305	\$ 1,117.90	\$ 1,400.30	\$ 1,682.60
306	\$ 1,169.30	\$ 1,462.30	\$ 1,755.20
307	\$ 1,228.90	\$ 1,537.30	\$ 1,845.00
308	\$ 1,277.00	\$ 1,596.10	\$ 1,915.20
309	\$ 1,334.20	\$ 1,667.90	\$ 2,001.60
310	\$ 1,395.40	\$ 1,743.80	\$ 2,093.00
311	\$ 1,459.80	\$ 1,827.00	\$ 2,193.40
312	\$ 1,561.00	\$ 1,975.50	\$ 2,390.10
313	\$ 1,629.60	\$ 2,063.70	\$ 2,497.80
314	\$ 1,705.40	\$ 2,158.30	\$ 2,611.20
315	\$ 1,780.50	\$ 2,254.60	\$ 2,727.90

Appendix C – Public Employees Retirement Plan Contributions Schedule

UTAH STATE RETIREMENT CONTRIBUTIONS FY 2005/2006

Utah State Retirement System Contribution Paid by City Contribution	Employee Contribution	Total Employee Total Employer Contribution	Grand Total
Public Employee Contributory Retirement System	0 6.00% 7.08% 13.08%		
Public Employee Non-Contributory Retirement System	0 0 11.09% 11.09%		

Appendix D - Family and Medical Leave Act Policy 3.01.07

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

SALT LAKE CITY POLICY MANUAL

FAMILY AND MEDICAL LEAVE ACT POLICY 3.01.07

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

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

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

II. QUALIFYING EVENTS FOR WHICH FMLA CAN BE TAKEN

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

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

A. A husband and wife who are eligible for FMLA leave and are both employed by the City are limited to a combined total of 12 weeks of leave during the 12 month period if the leave is taken:

- 1. for the birth of a child or to care for the child after the birth;
- 2. for the placement of a child with the employee for adoption or foster care, or to care for the child after placement; or
- 3. to care for the employee's parent with a serious health condition.

B. Where the husband and wife both use a portion of the total 12 week FMLA leave entitlement for one of the purposes set forth in IIIA, above, the husband and wife each are entitled to the difference between the amount he/she has taken individually and 12 weeks for FMLA leave for a qualifying event other than those identified in IIIA.

IV. EMPLOYEE ELIGIBILITY

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

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

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

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

VI. EMPLOYEE RESPONSIBILITIES

An employee will:

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

VII. THE CITY'S RESPONSIBILITIES

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

- A. Maintain coverage of group health plan benefits at the level and under the conditions coverage would have been provided if the employee had continued in employment without utilizing FMLA leave.
- B. Determine and notify the employee whether the leave will be counted against the employee's FMLA leave entitlement.
- C. Provide the requirements for furnishing medical certification for a serious health condition of the employee or for the serious health condition of a parent, child, or spouse of the employee and the consequences for failing to do so;
- D. Notify the employee of the requirement to substitute paid leave for the FMLA leave.
- E. Notify the employee of the requirements for making the employee-paid portion of group health plan benefit premium payments and the consequences for failing to make timely payments.

- F. Notify the employee of the requirements to submit a fitness for duty certificate to be restored to employment.
- G. Notify the employee of his/her status as a "key employee," if applicable (See, XIID).
- H. Notify the employee of his/her right to return to his/her position or an equivalent position when leave is completed.
- I. Notify the employee of his/her potential liability to reimburse the City for the employer-paid group health plan benefit premium payments made while the employee is on unpaid FMLA leave, if the employee fails to return to work after the FMLA leave.

VIII. MEDICAL CERTIFICATION

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

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

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

- A. FMLA leave for qualifying events, other than the serious health condition of the employee
 - 1. Plan A
 - a. paid leave comes first from dependent leave, in the amount allowed in the contract/compensation plan.
 - b. the remaining leave comes from the employee's vacation time.
 - 2. Plan B
 - a. either personal leave time and/or vacation time can be used
 - b. severance account hours can be used in the same manner as sick leave hours are allowed under Plan A.
- B. FMLA leave for the serious health condition of the employee
 - 1. Plan A
 - a. paid leave comes first from hospital leave (when appropriate);
 - b. followed by all sick leave
 - c. followed by vacation time
 - 2. Plan B

- a paid leave will be provided when appropriate from the Short Term Disability Insurance Program
- b personal leave, severance account hours, and vacation time will then be utilized in that order.
- C. Compensatory time may be used for an FMLA reason but any period of leave paid from the employee's accrued compensatory time account will not be counted against the employee's FMLA leave entitlement.
- D. Leave taken for a serious health condition covered under Workers' Compensation will be counted towards an employee's FMLA entitlement. Accrued paid leave may be used at the same time the employee is collecting a Workers' Compensation benefit only to the extent that it allows the employee to collect 100% of his/her net salary.

X. INTERMITTENT LEAVE

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

XI. BENEFITS WHILE ON FMLA LEAVE

- A. For the duration of FMLA leave, the City will pay the City-paid portion of the premiums for group health plan benefit coverage, which includes medical insurance coverage, Basic Employee Term Life Insurance, and Short Term Disability Insurance, subject to Section XIA3.
 - 1. While on FMLA leave utilizing paid leave, the employee-paid portion of the group health plan benefit premiums are deducted from employee's check as usual.
 - 2. When FMLA leave is unpaid, the employee must contact the Benefits Section of Human Resources (535-7900) to make arrangements to pay the employee portion of the insurance premiums. The employee and employer will agree in writing as to the way the employee-paid portion of the group health benefit plan premium payments will be paid, under the four allowable options:
 - a. Payment would be due at the same time as it would be made if by payroll deduction;
 - b. Payment would be due on the same schedule as payments are made under COBRA;
 - c. Payment would be prepaid pursuant to a cafeteria plan at the employee's option; or

d. Prepayment of the employee-paid portion of the group benefit plan premiums through increased payroll deductions before the leave is taken, when the need for unpaid FMLA leave is foreseeable, or payment of the employee-paid portion of the group benefit plan premiums through increased deductions after the employee returns to work following unpaid FMLA leave when the need for unpaid FMLA leave is not foreseeable.

3. If the employee-paid portion of the group health plan benefit premium is more than 30 days late, the City's obligation to maintain group health plan insurance coverage will cease.

a. The City, through its designee, will provide written notice at least 15 days prior to the date coverage will be cancelled that payment has not been received.

b. The employee will have 15 days after the date of notification, or 30 days from the date the premium was due, whichever is greater, to make the required premium payment(s).

c. If the employee fails to pay his/her portion of the group health plan benefit premium(s), the employee will lose his/her group health plan benefit coverage.

B. The City is not responsible for maintaining non-health care related benefits paid directly by the employee through voluntary deductions (dental, supplemental and dependent life insurance, accident insurance plans, or LTD). It is the employee's responsibility to make arrangements through the Benefits Section of Human Resources (535-7900) for the payment of those benefit premiums when on unpaid FMLA leave.

C. If an employee fails to return to work after unpaid FMLA leave has ended, the employee shall reimburse the City all City-paid group health plan benefit premiums it paid on behalf of the employee unless the failure to return from leave is due to:

1. the continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member which would otherwise entitle the employee to leave under FMLA;
2. other circumstances beyond the employee's control.

D. An employee is considered to have returned to work following FMLA leave if he/she returns for at least 30 calendar days.

E. An employee's seniority will not be interrupted if the employee utilizes paid leave while on FMLA leave. Once paid leave is exhausted, no seniority or pension credit will be accumulated for the unpaid FMLA leave time. Upon return from unpaid leave the employee's seniority will continue where the accumulation left off.

XII. RETURN TO WORK AFTER FMLA LEAVE

A. Upon return to work following FMLA leave, the employee must provide a medical certification of the employee's fitness to return to work if the FMLA leave was taken for the employee's own serious health condition.

B. If the employee fails to provide a fitness certificate after being notified by the City of the need for the certificate, the City, through its designee, may delay the employee's return to work until the fitness certificate is provided.

C. An employee will be returned to his/her job or an equivalent job with equivalent pay, benefits, and working conditions, if the original job is not available.

D. Key employees that earn salaries in the top ten percent of Salt Lake City Corporation's workforce and whose return would cause "substantial and grievous economic injury" or hardship to the City's operations, may not be reinstated.

E. The City may take any personnel action/decision that would have happened if the employee had continued to work while the employee is on FMLA leave.

SALT LAKE CITY ORDINANCE

No. _____ of 2006

(Bereavement Leave and Dependent Leave Related to An Adult Designee of An Employee)

AN ORDINANCE AMENDING SALT LAKE CITY ORDINANCE 33 OF 2005,
WHICH APPROVED THE COMPENSATION PLAN FOR "800 SERIES" EMPLOYEES.

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

SECTION 1. PURPOSE. The purpose of this ordinance is to approve the attached amendments to the Compensation Plan for "800 Series" employees adopted by Salt Lake City Ordinance 33 of 2005. Three copies of said Compensation Plan amendments shall be maintained in the City Recorder's Office for public inspection.

SECTION 2. APPLICATION. The amendments to 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 become effective on the date of its first publication.

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

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 2006.

Published: _____.

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date February 3, 2006
By CDR

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

I. EFFECTIVE DATE

The provisions of this plan shall be effective, commencing June 19, 2005, and as amended effective _____, 2006.

II. EMPLOYEES COVERED BY THIS PLAN

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

III. WAGES AND SALARIES

A.

1. To the degree that funds permit, employees classified as "800 Series" employees shall be paid monthly salaries that:

- a. Achieve equal pay for equal work; and
- b. Attain comparability of salaries to salaries used by other public employers for similar work.

2. Based on periodically conducted market surveys, the Mayor shall determine the comparability of City salary ranges to salary ranges used by other public employers for similar work. The surveys shall include a cross section of comparable benchmark positions in public organizations of generally similar size, breadth of functional responsibility, and, for public entities, comparable governance structures.

3. The compensation plans may provide salary range widths that reflect the normal growth and productivity potential of employees within a job classification.

4. The Mayor shall develop policies and guidelines for the administration of the pay plans.

5. The pay administration policies may provide for annual salary adjustments subject to availability of funds.

B.

1. Employees, who are classified as Captains and Lieutenants shall, for purposes of this compensation plan and its wage schedules, be deemed as exempt employees. Employees classified as Sergeants shall be for purposes of this compensation plan and its wage schedules be deemed as non-exempt employees.

a. As used in this Compensation Plan, exempt employees shall mean employees who are defined by §213 of the Fair Labor Standards Act (the "Act") as exempt from the Act's overtime provisions.

b. As used in this Compensation Plan, non-exempt employees shall mean employees who are covered by the overtime provisions of the Act.

2. Effective June 19, 2005 to June 30, 2006, employees covered by this plan shall be paid compensation according to the salary schedule attached as APPENDIX "A."

C. Effective June 19, 2005, employees classified as Sergeants and Lieutenants will be paid shift differentials as follows:

1. Sergeants and Lieutenants whose shift begins from 0500 hours to 1159 hours, shall be paid in accordance with column "A" of the effective wage schedule (Appendix "A").

2. Sergeants and lieutenants, whose shift begins from 1200 hours to 1859 hours, shall be paid in accordance with column "B" of the effective wage schedule (Appendix "A").

3. Sergeants and lieutenants, whose shift begins from 1900 hours to 0459 hours, shall be paid in accordance with column "C" of the effective wage schedule (Appendix "A").

D. The foregoing shall not restrict the Mayor from distributing appropriated monies to employees of the City in the form of retirement contributions; lump sum supplemental performance based or special supplemental payments to employees within per annum pay limitations; or classifying and advancing employees under rules established by the Mayor.

IV. LONGEVITY PAY

A. Employees who have completed 6 consecutive full years of employment with the City, shall receive a monthly longevity benefit in the sum of \$50.00. Said benefit shall be \$75.00 per month for employees who have completed 10 consecutive full years of employment with the City. Said benefit shall be \$100.00 per month for employees who have completed 16 full years of employment with the City. Said benefit shall be \$125.00 per month for employees who have completed 20 full years of employment with the City. The computation of longevity pay shall be based on the most recent date the person became a full-time salaried employee.

B. Longevity paid to employees pursuant to paragraph IV.A shall be deemed included within base pay for purposes of pension contributions.

C. The benefit under this Article IV is paid pro-rata each bi-weekly pay period, based on the most recent date the person became a full-time salaried employee. Employees do not earn or receive longevity payments while on unpaid leave of absence. Upon return from an approved, unpaid leave of absence, longevity payments will resume on the same basis as if the employee had not been on such leave of absence.

V. OVERTIME COMPENSATION

A. Employees classified as Sergeants who are authorized and required by their supervisors to perform City work on an overtime basis according to City policy shall be compensated by pay or compensatory time off under rates and procedures established by said policy. It shall be at the discretion of the City, subject to the limitations of the Fair Labor Standards Act and City policy, to determine whether a sergeant receives cash payment or compensatory time off. All overtime work must be pre-authorized. In no case shall overtime compensation exceed the rate of 1-1/2 times a sergeant's regular hourly rate of pay.

B. Compensation for Court and Other Appearance.

1. A Sergeant shall be entitled to receive compensation for a court or administrative proceeding appearance as a witness subpoenaed by the City, the State of Utah, or the United States as follows:

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

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

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

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

(2) In addition to the compensation provided in (1) above, employees shall be paid at the rate of one and one-half times their regular rate of pay for the actual time spent in court or in an administrative proceeding. Time granted by a court or administrative body to Sergeants for lunch shall not be compensated hereunder.

(3) In the event the time spent in court or administrative proceeding extends into the beginning of the employee's regularly scheduled work shift, time spent in court or in administrative proceeding shall be deemed ended at the time such shift is scheduled to begin.

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

a. The beginning time of the required appearance is noted on the subpoena;

b. The time the employee is released from the court or administrative proceeding appearance is noted on the subpoena and initialed by the prosecuting attorney or appropriate government representative;

c. A copy of the employee's subpoena complying herewith is delivered to their supervisor within seven (7) working days following the court or administrative proceeding appearance.

3. Compensation for preparation time shall be provided for more than one appearance per day, only if any additional appearance is scheduled to begin at least two (2) hours after the employee is released from any prior court or administrative proceeding appearance.

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

VI. EDUCATION, CAREER LADDER AND TRAINING PAY

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

B. 1. In addition to the salaries herein provided, employees shall be entitled to the following monthly allowances according to the educational degree held by such employees:

- | | | |
|-----|-----------|--------------------|
| (a) | Doctorate | \$100.00 per month |
| (b) | Masters | \$75.00 per month |
| (c) | Bachelors | \$50.00 per month |

(d) Associate \$35.00 per month

2. An employee shall be eligible for education pay hereunder following submission of employee's diploma evidencing completion of degree requirements at a fully accredited college or university to the Chief of Police or designee.

3. The foregoing notwithstanding, no employee shall be entitled to compensation under this Article for an educational degree that qualifies the employee for the employee's position of employment; or for any degree that is not specifically related to the employee's actual employment duties as determined by the City upon recommendation of the Chief of Police.

4. Further, an employee who obtains a degree or advanced degree through the City's Tuition Reimbursement Program shall not receive education pay under this section for the degree obtained.

5. For the purposes of this subsection, degrees in the following shall be presumed to be job related:

- (a) Business
- (b) Pharmacy
- (c) Health
- (d) Public Administration
- (e) Law
- (f) Social, Behavioral, or Political Science
- (g) Medicine
- (h) Social Work
- (i) Nursing
- (j) Humanities
- (k) Criminal Justice
- (l) Communication

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

VII. WAGE DIFFERENTIALS

Employees classified as Sergeants may receive the following wage differentials:

A. Call Out. Sergeants who have been released from their scheduled work shifts and have been directed by an appropriate division head or designated representative to perform work without at least 24 hours advance notice or scheduling, shall be compensated as provided in subparagraphs one (1) through three (3) below:

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

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

C. Extra-Duty Shifts.

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

VIII. ALLOWANCES

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

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

C. Automobiles.

1. The Mayor may authorize, under City policy, an employee to utilize a City vehicle on a take-home basis, and shall, as a condition of receipt, require said employee to reimburse the City for a portion of the take-home vehicle cost as provided in City ordinance.

2. Employees who are authorized to use, and who do use, privately owned automobiles for official City business shall be reimbursed for the operation expenses of said automobiles at a rate as specified in City policy.

D. Uniform Allowance.

1. Employees in uniform assignments, as determined by their Division Commander, may purchase authorized uniform items up to \$450.00 per fiscal year.

2. The CITY shall provide for the cleaning of uniforms as described in Police Department policy.

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

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

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

IX. HOURS OF SERVICE

Hours Worked. For all sergeants 40 hours shall constitute a normal work week except for work incentive programs approved by the City. Overtime work is to be discouraged. In case of

unforeseen circumstance or whenever public interest demands, an employee may be required to perform overtime work by a Division Commander or designee.

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

X. HOLIDAYS AND VACATION

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

A. Holidays

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

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

12. One personal holiday shall be taken upon request of the employee at the discretion of the supervisor.

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

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

B. Holiday Pay Upon Termination or Retirement

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

C. Vacations

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

2. The following schedule shall apply:

Years of City Service	Hours of Vacation Accrued Per Biweekly 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.

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

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

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

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

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

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

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

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

b. There is a demonstrated need for the City to retain the services of the employee for said vacation time; and

c. There are sufficient funds in the department budget to pay for the vacation time as certified by the Chief Administrative Officer or designee, without disturbing or interfering with the delivery of City services.

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

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

XI. SICK AND OTHER RELATED LEAVE OR PERSONAL LEAVE.

A. Benefits in this section continue income to employees during absence due to illness, accident or personal reasons. Some of these absences may qualify under the Family and Medical Leave Act (FMLA). This is a federal law that provides up to 12 weeks of unpaid leave each year, and protects jobs and health care benefits for eligible employees who need to be off work for certain "family and medical" reasons. APPENDIX C outlines the FMLA rights and obligations of the employee and the City. The City requires all employees using FMLA leave to exhaust their paid leave allotments for FMLA-qualifying events prior to taking FMLA leave unpaid. The paid leave parameters are defined in this Compensation Plan. Employees do not earn or receive leave benefits under this Section XI. while on unpaid leave of absence. However, employees on an unpaid military leave of absence may be entitled to the restoration of such leave benefits, as provided by city ordinance.

B. Full-Time employees shall receive benefits in this section either under a plan as provided in paragraph XI.H. (Plan "A"), or as provided in paragraph XI.I. (Plan "B").

C. Employees hired on or after November 16, 1997 shall participate in Plan B. All other employees shall participate in the plan they participated in on November 15, 1998 except as provided in paragraphs XI.D. and XI.E.

D. Employees who were promoted from the 500 Series to the 800 Series after November 15, 1998 and before July 1, 2004, may, during an election period beginning July 1, 2004 and ending July 30, 2004, choose to participate in Plan B effective November 7, 2004.

E. Employees who are promoted from the 500 Series to the 800 Series on or after July 1, 2004 may, during an election period beginning on the day such promotion is effective and ending 30 calendar days thereafter, choose to participate in Plan B effective the beginning of the next Plan B plan year.

F. 800 Series employees choosing to participate in Plan B as provided under paragraphs D. or E. above, shall have 50 percent of their accumulated sick leave hours transferred to Plan B and held under the Plan B Retirement/Layoff (RL) Account.

G. Election under paragraphs XI.D. or XI.E. above shall be made on a written authorization form provided by the City. Once made and submitted, the election shall be irrevocable.

H. Plan "A."

1. Sick Leave.

a. Sick leave shall be provided for employees under this Plan "A" as insurance against loss of income when an employee is unable to perform assigned duties because of illness or injury. The Mayor may establish rules governing the interfacing of sick leave and worker's compensation benefits and avoiding, to the extent allowable by law, duplicative payments.

b. Each employee shall accrue sick leave at a rate of 4.62 hours per pay period. For any plan year in which there are 27 pay periods, no sick leave hours will be awarded on the 27th pay period.

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

c. Under this Plan "A," Full-Time employees who have accumulated 240 hours of sick leave may choose to convert up to 64 hours of the sick leave earned and unused during any given year to vacation. Any sick leave used during the calendar year reduces the allowable conversion by an equal amount.

(1) Conversion at the maximum allowable hours will be made unless the employee elects otherwise. Any election by an employee for no conversion, or to convert less than the maximum allowable sick leave hours to vacation time, must be made by notifying Human Resource Management, in writing not later than the second payperiod of the new calendar year. Otherwise, the opportunity to waive conversion, or elect conversion other than the maximum allowable amount, shall be deemed waived for that calendar year. In no event shall sick leave days be converted from other than the current year's sick leave allocation.

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

2. Hospitalization Leave

a. Hospitalization leave shall be provided for Full-Time employees under this Plan "A," in addition to sick leave authorized hereunder, as insurance against loss of income when employees

are unable to perform assigned duties because of scheduled surgical procedures, urgent medical treatment, or hospital in-patient admission.

b. Employees shall be entitled to 30 days of hospitalization leave each calendar year. Hospitalization leave shall not accumulate from year to year. Employees may not convert hospitalization leave to vacation or any other leave, nor may they convert hospitalization leave to any additional benefit at time of retirement.

c. Employees who are unable to perform their duties during a shift due to preparations (such as fasting, rest, or ingestion of medicine), for a scheduled surgical procedure, may report the absence from the affected shift as hospitalization leave, with the prior approval of their division head or supervisor.

d. Employees who must receive urgent medical treatment at a hospital, emergency room, or acute care facility, and who are unable to perform their duties during a shift due to urgent medical treatment, may report the absence from the affected shift as hospitalization leave. The employee is responsible to report the receipt of urgent medical treatment to the employee's Division head or supervisor as soon as practical. For purposes of use of Hospitalization Leave, urgent medical treatment includes at-home care directed by a physician immediately after the urgent medical treatment and within the affected shift.

e. Employees who are admitted as an inpatient to a hospital for medical treatment, so they are unable to perform their duties, may report the absence from duty while in the hospital as hospitalization leave.

f. Medical treatment consisting exclusively or primarily of post-injury rehabilitation or therapy treatment, whether conducted in a hospital or other medical facility, shall not be counted as hospitalization leave.

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

3. Bereavement Leave

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

the service; and the day following the service is a regular work shift. Satisfactory proof of such death, together with the date thereof, the date and location of the funeral or memorial service, and the date of burial, must, on request, be furnished by the employees to their supervisor.

b. "Adult designee" means an individual designated by an employee as the employee's adult designee under Ordinance No. _____ of 2006, or its successor. The adult designee benefit provided under this bereavement benefit is not effective before _____, 2006.

bc. In the event of death of an uncle, aunt, niece, nephew, or first cousin to the respective employee, said employee will be paid for time off from scheduled working hours while attending the funeral or memorial service for such person, not to exceed one shift.

ed. In the event of death of friends or relatives not listed above, an employee may be granted time off without pay, or may use available vacation leave, while attending the funeral or memorial service for such person, subject to the approval of his or her immediate supervisor.

de. In the event the death of any member of the immediate family as set forth in this paragraph XI.D.3(a) occurs while an employee is on vacation, his or her vacation will be extended by the amount of time authorized as bereavement leave under said paragraph.

ef. The provisions of this paragraph shall not be applicable to employees who are on leave of absence other than vacation leave.

4. Dependent Leave.

a. Under Plan "A," paid dependent leave may be requested by a Full-Time employee covered by this Compensation Plan for the following ~~FMLA-qualifying~~ reasons: (See also APPENDIX C.)

1. Becoming a parent through birth or adoption of a child or children.

2. Placement of a foster child in the employee's home.

3. Due to the care of the employee's child, spouse, or parent with a serious health condition, or if an employee has designated an adult designee, then due to the care of the adult designee or the child of the adult designee with a serious health condition.

Adult designees and the child of the adult designee 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 or a parent who is ill or injured but who does not have a serious health condition, or if an employee has designated an adult designee, then dependent leave may also be requested by an employee to care for the adult designee or the child of the designee who is ill or injured but who does not have a serious health condition.

c. "Adult designee" means an individual designated by an employee as the employee's adult designee under Ordinance No. _____ of 2006, or its successor. The adult designee benefit provided under this dependent leave benefit is not effective before _____, 2006.

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

(1) Dependent leave may be granted with pay on a straight time basis.

(2) If the employee has accumulated and available unused sick leave, the employee shall be entitled to use as dependent leave accumulated and available unused sick leave.

(3) The employee shall give notice of the need to take dependent leave and the expected duration of such leave to ~~to~~ his or her supervisor as soon as possible under the circumstances.

(4) The employee shall provide, upon request of the supervisor, certification of birth or evidence of a child placement for adoption, or a letter from the attending physician in the event of hospitalization, injury or illness of a child, spouse or parent, or adult designee or adult designee's child within five calendar days following termination of such leave.

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

(6) Probationary employees are not eligible for dependent leave.

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

6. Retirement Benefit, Plan "A."

a. Persons who retire under the eligibility requirements of the Utah State Retirement Systems will be paid in cash at their then current pay scale, a sum equal to their daily rate of pay for 25% of the accumulated sick leave days reserved for the benefit of said employee at the date of the employee's retirement.

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

I. Plan "B."

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

2. Each employee under this Plan "B" shall be awarded personal leave hours based on the following schedule:

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

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

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

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

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

c. Convert a portion of unused personal leave hours, to a lump sum payment as provided in subparagraph (a) above and carry over a portion as provided in subparagraph (b) above.

4. Maximum Accrual. A maximum of 80 hours of personal leave may be carried over to the next plan year. Any personal leave hours unused or converted before the end of the calendar year in excess of 80 shall be converted to a lump sum payment as provided in subparagraph 3.a above.

5. Termination Benefit. At termination of employment for any reason, accumulated unused personal leave hours shall be paid to the employee at 50 percent of the hourly base wage rate on date of termination for each unused hour.

6. Conditions on Use of Personal Leave are:

a. Minimum use of personal leave is one hour, with supervisory approval.

b. Except in unforeseen circumstances, such as emergencies or the employees' inability to work due to their illness or accident, the employees must provide their supervisors with prior notice to allow time for the supervisors to make arrangements necessary to cover the employees' work.

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

7. Bereavement Leave.

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

proof of such death, together with the date thereof, the date and location of the service, and the date of burial, must, on request, be furnished by the employees to their supervisors.

b. "Adult designee" means an individual designated by an employee as the employee's adult designee under Ordinance No. _____ of 2006, or its successor. The adult designee benefit provided under this bereavement benefit is not effective before _____, 2006.

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

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

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

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

a. Employees currently covered under Plan "B" who were hired before November 16, 1997, and who elected in 1997 to be covered under Plan "B," shall have a retirement/layoff account (hereinafter referred to as an "RL" account) equal to sixty percent of their accumulated unused sick leave hours available on November 16, 1997, minus any hours withdrawn from that account since it was established.

b. Full-Time employees who were hired before November 16, 1997 and who elected in 1998 to be covered under Plan "B," shall have an RL account equal to fifty percent of their accumulated unused sick leave hours available on November 14, 1998, minus any hours withdrawn after the account is established.

c. Payment of the RL Account.

(1) All of the hours in the RL account shall be payable at retirement or layoff as follows: The employee shall be paid the employee's hourly rate of pay on date of termination or layoff for each hour in the employee's RL account.

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

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

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

XII. MILITARY LEAVE AND JURY DUTY

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

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

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

Employees who fail to return to work after being excused from jury duty for the day shall be subject to discipline.

XIII. INJURY LEAVE

A. Injury Leave. The City shall establish rules governing the administration of an injury leave program for employees under the following qualifications and restrictions:

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

XIV. ADDITIONAL LEAVES OF ABSENCE.

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

XV. INSURANCE

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

B. The City will participate in the Nationwide Post Employment Health Plan, as adopted by the City by ordinance. The City will contribute \$600.08 per year (prorated per employee's biweekly pay period) into each employee's Nationwide Post Employment Health Plan account.

XVI. WORKERS' COMPENSATION

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

XVII. LONG TERM DISABILITY COMPENSATION

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

XVIII. TRANSITIONAL DUTY.

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

XIX. SEPARATION FROM SERVICE

A. Social Security Adopted. Exception. Employees shall be exempted from the provisions of the Federal Social Security System unless determined otherwise by the City or unless required by State or Federal law.

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

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

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

D. Layoffs.

1. Employees who are subject to layoff because of lack of work or lack of funds shall be eligible to receive:

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

E. Separation From Employment Due to Resignations Or Otherwise

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

XX. RECOGNITION OF THE PROFESSIONAL EMPLOYEES COUNCIL

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

XXI. AUTHORITY OF THE MAYOR

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

XXII. APPROPRIATION OF FUNDS

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

Appendix A - 800 Salary Schedule Bi Weekly Rates, effective July 1, 2005

SERGEANT	A	B	C
Days	Swing		Graves
Level 813	\$2,343.20		\$2,401.78 \$2,460.36

A	B	C
LIEUTENANT	Days	Swing Graves
Level 822	\$2,756.00	\$2,824.90 \$2,893.80

CAPTAIN	
Level 830	\$3,088.00

Change in Pay Level Assignment Depends on Approval of Police Chief

Appendix B - Retirement Contributions Schedule

UTAH STATE RETIREMENT CONTRIBUTIONS FY 2005/2006

Utah State Retirement System Contribution Paid By City Contribution	Employee Contribution		Total Employee Total Employer Contribution Grand Total	
Public Safety Contributory Retirement System	1.84%	11.90%	19.96%	33.70%
Public Safety Noncontributory Retirement System	0	0	32.52%	32.52%

Appendix C - Family and Medical Leave Act Policy 3.01.07

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

SALT LAKE CITY POLICY MANUAL

FAMILY AND MEDICAL LEAVE ACT POLICY 3.01.07

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

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

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

II. QUALIFYING EVENTS FOR WHICH FMLA CAN BE TAKEN

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

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

A. A husband and wife who are eligible for FMLA leave and are both employed by the City are limited to a combined total of 12 weeks of leave during the 12 month period if the leave is taken:

1. for the birth of a child or to care for the child after the birth;
2. for the placement of a child with the employee for adoption or foster care, or to care for the child after placement; or
3. to care for the employee's parent with a serious health condition.

B. Where the husband and wife both use a portion of the total 12 week FMLA leave entitlement for one of the purposes set forth in IIIA, above, the husband and wife each are entitled to the difference between the amount he/she has taken individually and 12 weeks for FMLA leave for a qualifying event other than those identified in IIIA.

IV. EMPLOYEE ELIGIBILITY

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

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

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

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

VI. EMPLOYEE RESPONSIBILITIES

An employee will:

- A. Provide notice to his/her supervisor of the need for leave:
 1. for leave that is foreseeable – at least 30 days in advance;
 2. for leave that is unforeseeable – as soon as is practicable.
- B. Advise his/her supervisor if the leave is to be taken intermittently or on a reduced leave schedule basis.
- C. Provide medical certification for leave taken as a result of a serious health condition of the employee or of a serious health condition of the employee's spouse, parent or child, if requested by the City's designee.
 1. Failure by the employee to comply with the certification requirements may result in a delay in the start of FMLA leave, a delay in the restoration of the employee to his/her position, or unprotected leave status.
- D. Comply with arrangements to pay the employee-paid portion of the group health plan benefit premiums (See Section XI).

- E. Periodically advise his/her supervisor, at least every 30 days, of his/her condition, or the condition of his/her spouse, child or parent, and the intent to return to work at the conclusion of leave.
- F. Notify his/her supervisor of any changes in the circumstances for which leave is being taken.
- G. Provide his/her supervisor with a fitness for duty certification if required by his/her supervisor, timekeeper, or HR consultant upon the employee's return to work following the employee's serious health condition.

VII. THE CITY'S RESPONSIBILITIES

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

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

VIII. MEDICAL CERTIFICATION

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

E. The City reserves its right to require, at its own expense, second and third medical opinions, as specified by the FMLA.

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

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

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

1. Plan A

a. paid leave comes first from dependent leave, in the amount allowed in the contract/compensation plan.

b. the remaining leave comes from the employee's vacation time.

2. Plan B

a. either personal leave time and/or vacation time can be used

b. severance account hours can be used in the same manner as sick leave hours are allowed under Plan A.

B. FMLA leave for the serious health condition of the employee

1. Plan A

a. paid leave comes first from hospital leave (when appropriate);

b. followed by all sick leave

c. followed by vacation time

2. Plan B

a. paid leave will be provided when appropriate from the Short Term Disability Insurance Program

b. personal leave, severance account hours, and vacation time will then be utilized in that order.

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

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

X. INTERMITTENT LEAVE

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

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

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

XI. BENEFITS WHILE ON FMLA LEAVE

A. For the duration of FMLA leave, the City will pay the City-paid portion of the premiums for group health plan benefit coverage, which includes medical insurance coverage, Basic Employee Term Life Insurance, and Short Term Disability Insurance, subject to Section XIA3.

1. While on FMLA leave utilizing paid leave, the employee-paid portion of the group health plan benefit premiums are deducted from employee's check as usual.

2. When FMLA leave is unpaid, the employee must contact the Benefits Section of Human Resources (535-7900) to make arrangements to pay the employee portion of the insurance premiums. The employee and employer will agree in writing as to the way the employee-paid portion of the group health benefit plan premium payments will be paid, under the four allowable options:

a. Payment would be due at the same time as it would be made if by payroll deduction;

b. Payment would be due on the same schedule as payments are made under COBRA;

c. Payment would be prepaid pursuant to a cafeteria plan at the employee's option; or

d. Prepayment of the employee-paid portion of the group benefit plan premiums through increased payroll deductions before the leave is taken, when the need for unpaid FMLA leave is foreseeable, or payment of the employee-paid portion of the group benefit plan premiums through increased deductions after the employee returns to work following unpaid FMLA leave when the need for unpaid FMLA leave is not foreseeable.

3. If the employee-paid portion of the group health plan benefit premium is more than 30 days late, the City's obligation to maintain group health plan insurance coverage will cease.

a. The City, through its designee, will provide written notice at least 15 days prior to the date coverage will be cancelled that payment has not been received.

b. The employee will have 15 days after the date of notification, or 30 days from the date the premium was due, whichever is greater, to make the required premium payment(s).

c. If the employee fails to pay his/her portion of the group health plan benefit premium(s), the employee will lose his/her group health plan benefit coverage.

B. The City is not responsible for maintaining non-health care related benefits paid directly by the employee through voluntary deductions (dental, supplemental and dependent life insurance, accident insurance plans, or LTD). It is the employee's responsibility to make arrangements through the Benefits Section of Human Resources (535-7900) for the payment of those benefit premiums when on unpaid FMLA leave.

C. If an employee fails to return to work after unpaid FMLA leave has ended, the employee shall reimburse the City all City-paid group health plan benefit premiums it paid on behalf of the employee unless the failure to return from leave is due to:

1. the continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member which would otherwise entitle the employee to leave under FMLA;
2. other circumstances beyond the employee's control.

D. An employee is considered to have returned to work following FMLA leave if he/she returns for at least 30 calendar days.

E. An employee's seniority will not be interrupted if the employee utilizes paid leave while on FMLA leave. Once paid leave is exhausted, no seniority or pension credit will be accumulated for the unpaid FMLA leave time. Upon return from unpaid leave the employee's seniority will continue where the accumulation left off.

XII. RETURN TO WORK AFTER FMLA LEAVE

A. Upon return to work following FMLA leave, the employee must provide a medical certification of the employee's fitness to return to work if the FMLA leave was taken for the employee's own serious health condition.

B. If the employee fails to provide a fitness certificate after being notified by the City of the need for the certificate, the City, through its designee, may delay the employee's return to work until the fitness certificate is provided.

C. An employee will be returned to his/her job or an equivalent job with equivalent pay, benefits, and working conditions, if the original job is not available.

D. Key employees that earn salaries in the top ten percent of Salt Lake City Corporation's workforce and whose return would cause "substantial and grievous economic injury" or hardship to the City's operations, may not be reinstated.

E. The City may take any personnel action/decision that would have happened if the employee had continued to work while the employee is on FMLA leave.

SALT LAKE CITY ORDINANCE

No. _____ of 2006

(Bereavement Leave and Dependent Leave Related to An Adult Designee of An Employee)

AN ORDINANCE AMENDING SALT LAKE CITY ORDINANCE 34 OF 2005,
WHICH APPROVED THE COMPENSATION PLAN FOR "900 SERIES" EMPLOYEES.

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

SECTION 1. PURPOSE. The purpose of this ordinance is to approve the attached amendments to the Compensation Plan for "900 Series" employees adopted by Salt Lake City Ordinance 34 of 2005. Three copies of said Compensation Plan amendments shall be maintained in the City Recorder's Office for public inspection.

SECTION 2. APPLICATION. The amendments to 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 become effective on the date of its first publication.

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

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 2006.
Published: _____.

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date February 3, 2006
By [Signature]

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

I. EFFECTIVE DATE

The provisions of this plan shall be effective, commencing June 19, 2005, and as amended effective _____, 2006.

II. EMPLOYEES COVERED BY THIS PLAN

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

III. WAGES AND SALARIES

A. 1. To the degree that funds permit, employees classified as "900 Series" Fire Department employees shall be paid monthly salaries that:

a. Achieve equal pay for equal work; and

b. Attain comparability of City salary ranges to salary ranges used by other public employers.

2. Based on periodically conducted market surveys, the Mayor shall determine the comparability of City salary ranges to salary ranges used by other public employers for similar work. .

3. Salary surveys shall measure total compensation including salaries and wages, bonuses, paid leave, group insurance plans, retirement, and all other benefits provided to employees.

4. The compensation plans may provide salary range widths that reflect the normal growth and productivity potential of employees within a job classification.

5. The Mayor shall develop policies and guidelines for the administration of the pay plans.

B. Effective June 19, 2005 to June 30, 2006, "900 Series" Fire Department employees shall be paid monthly salaries according to APPENDIX "A."

C. The foregoing shall not restrict the Mayor from distributing appropriated monies to employees of the City in the form of retirement contributions; or lump sum supplemental, payments in recognition of emergencies, special projects or other extraordinary circumstances. Lump sum payments are recommended by the Fire Chief and are subject to the Mayor's approval. Additionally, nothing in the foregoing shall restrict the Mayor from classifying or advancing employees under rules established by the Mayor.

IV. LONGEVITY PAY

A. Employees who have completed 6 full years of employment with the City, shall receive a monthly longevity benefit in the sum of \$50.00. Said benefit shall be \$75.00 per month for employees who have completed 10 full years of employment with the City. Said benefit shall be \$100.00 per month for employees who have completed 16 full years of employment with the City. Said benefit shall be \$125.00 per month for employees who have completed 20 full years of employment with the City. The computation of longevity pay shall be based on the most recent date the person became a full-time salaried employee.

B. Longevity paid to employees pursuant to paragraph IV.A shall be deemed included within base pay for purposes of pension contributions.

C. The benefit under this Article IV is paid pro-rata each bi-weekly pay period, based on the most recent date the person became a full-time salaried employee. Employees do not earn or receive longevity payments while on unpaid leave of absence. Upon return from an approved, unpaid leave of absence, longevity payments will resume on the same basis as if the employee had not been on such leave of absence.

V. OVERTIME COMPENSATION

A. Employees classified as non-exempt Fire Captains who are authorized and required by their supervisors to perform City work on an overtime basis shall be compensated according to City policy and the Fair Labor Standards Act (FLSA) by overtime pay or compensatory time off.

B. The employee may request compensatory time in lieu of cash subject to approval of the Fire Chief or the Chief's designee. Employees regularly assigned to the combat division may not accrue more than 480 hours of compensatory time for hours worked after April 15, 1986. Employees not in the combat division may not accrue more than 240 hours of compensatory time for hours worked after April 15, 1986. Any such employee who, after April 15, 1986, has accrued 480 or 240 hours, as the case may be, of compensatory time off, shall, for additional overtime hours of work, be paid overtime compensation.

C. Only hours actually worked shall be used in the calculation of overtime. It shall be at the discretion of the Fire Chief or the Chief's designee, subject to the limitations of the FLSA and City policy, to determine whether an employee receives cash payment or compensatory time off. All overtime work must be pre-authorized.

1. A Fire Captain regularly assigned to a combat crew shall be paid at a premium overtime rate of one and one-half the day rate for all work performed outside of any combat crew shift. Combat crew shift work includes all work performed by a Fire Captain during a shift period, but does not include holdover work performed immediately after the conclusion of a Fire Captain's combat crew shift. When a fire Captain is required to holdover at the conclusion of a combat crew shift, the Fire Captain shall be paid at a premium rate twice the combat rate of pay for all holdover work.

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

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

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

VI. EDUCATION AND TRAINING PAY

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

VII. EMERGENCY ASSIGNMENTS

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

VIII. ALLOWANCES

A. Meal Allowance. During emergencies or extraordinary circumstances the Fire Department shall provide adequate food and drink to maintain the safety and performance of Fire Department Employees.

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

C. Automobiles.

1. The Mayor may authorize, under City policy, an employee to utilize a City vehicle on a take-home basis, and shall, as a condition of receipt, require said employee to reimburse the City for a portion of the take-home vehicle cost as provided in City ordinance.

2. Employees who are authorized to use, and who do use, privately owned automobiles for official City business shall be reimbursed for the operation expenses of said automobiles at the rate specified in City policy. Mileage forms are to be submitted on at least an annual basis.

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

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

IX. CAPTAINS' HOURS OF SERVICE

A. Whenever public safety interests demand, the Chief or designee of the Fire Department may require an employee to perform work beyond the employee's regularly scheduled duties. Whenever possible, Fire Department employee volunteers will be solicited. Forty hours within a seven-day week shall constitute a normal work period for all Fire Department employees, except employees assigned to the Combat Division. Employees regularly assigned to duty in the Combat Division shall perform their work during scheduled duty shifts; each consisting of 24 consecutive hours on duty at assigned Fire Department employment locations. Therefore, the

parties agree that for employees assigned to the Combat Division, twenty-seven (27) days shall constitute a normal work period.

B. Exchange of Time. Fire Department employees may exchange time in accordance with provisions outlined in the Fair Labor Standards Act (substitution of work scheduled) and when the exchange does not interfere with the operation of the Fire Department, which includes employee responsibilities such as maintaining training and proficiency requirements, subject to the approval of the Fire Department employee's supervisor.

X. HOLIDAYS AND VACATION

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

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

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

12. One personal holiday, taken upon request of the employee and at the discretion of the supervisor.

B. Vacations

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

2. For employees in the combat division of the Fire Department, the following schedule shall apply:

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

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

Years of City Service	Hours of Vacation Accrued Per Biweekly 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.

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

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

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

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

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

6. Vacation Buy Back. The City may purchase within any calendar year up to, but not exceeding, 80 hours of accrued vacation time, to which an employee is entitled, with the consent of said employee and upon favorable written recommendation of the Fire Chief and approval of the Chief Administrative Officer. Said purchase of accrued vacation time may be authorized, in the discretion of the City, when, in its judgment, it is demonstrated that:

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

7. The foregoing, notwithstanding, under no circumstances may the City purchase more than five shifts for combat fire employees (80 hours for non-combat employees) of earned but unused vacation time from an employee during any 12 month period.

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

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

XI. SICK AND OTHER RELATED LEAVE OR PERSONAL LEAVE.

A. Benefits in this section are for the purpose of continuing income to employees during absence due to illness, accident or personal reasons. Some of these absences may qualify under the Family and Medical Leave Act (FMLA). This is a federal law that provides up to 12 weeks of unpaid leave each year and protects jobs and health care benefits for eligible employees who need to be off work for certain "family and medical" reasons. APPENDIX C outlines the FMLA rights and obligations of the employee and the City. The City requires all employees using FMLA leave to exhaust their paid leave allotments for FMLA-qualifying events prior to taking FMLA leave unpaid. The paid leave parameters are defined in this Compensation Plan. Employees do not earn or receive leave benefits under this Section XI. while on unpaid leave of absence. However, employees on an unpaid military leave of absence may be entitled to the restoration of such leave benefits, as provided by city ordinance.

B. Full-Time employees shall receive benefits in this section either under a plan as provided in paragraph XI.D. (Plan "A"), or as provided in paragraph XI.E. (Plan "B").

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

D. Plan "A."

1. Sick Leave.

a. Sick leave shall be provided for employees under this Plan "A" as insurance against loss of income when an employee is unable to perform assigned duties because of illness or injury. The Mayor may establish rules governing the interfacing of sick leave and Workers' Compensation benefits and avoiding, to the extent allowable by law, duplicative payments.

b. Each salaried employee shall accrue sick leave at a rate of 6.93 hours per pay period, for combat fire employees (except for non-combat fire employees who shall accrue sick leave at a rate of 4.62 hours per pay period). For any plan year in which there are 27 pay periods, no sick leave hours will be awarded on the 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," employees who have accumulated 15 shifts (for combat fire employees), or 240 hours (for non-combat employees) may choose to convert a portion of the year sick leave grant from any given year to vacation under the following stipulations and schedules.

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

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

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

f. Conversion at the maximum allowable hours will be made unless the employee elects otherwise. Any election by an employee for no conversion, or to convert less than the maximum allowable sick leave hours to vacation time, must be made by notifying his or her Personnel/Payroll Administrator, in writing, not later than the November vacation draw. Otherwise, the opportunity to waive conversion or elect conversion other than the maximum allowable amount shall be deemed waived for that calendar year. In no event shall sick leave days be converted from other than the current year's sick leave allocation.

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

h. As stated above, authorized and unused sick leave may be accumulated from year to year.

i. Employees who have accrued at least 80 hours sick leave may be allowed to use no more than 16 hours of accrued sick leave per calendar year for their own doctor's and/or dentist's appointments. This leave must be taken in one hour time blocks and may only be used upon prior approval of the employee's supervisor.

2. Hospitalization Leave

a. In addition to the sick leave authorized under this Plan "A," each combat fire employee shall be entitled to 15 on-duty shifts off for hospitalization leave (except for non-combat Fire Department employees who shall be entitled to 30 days for hospitalization leave) each calendar year, provided that such leave may be taken only if, and during the period that employees are unable to perform assigned duties because of scheduled surgical procedures, urgent medical treatment, or hospital in-patient admission. Hospital leave shall not accumulate from year to year. Employees may not convert hospitalization leave to vacation or any other leave, nor may they convert hospitalization leave to any additional benefit at time of retirement.

b. Employees who are unable to perform their duties during a shift due to preparations (such as fasting, rest, or ingestion of medicine), for a scheduled surgical procedure, may report the absence from the affected shift as hospitalization leave, with the prior approval of their division head or supervisor.

c. Employees who must receive urgent medical treatment at a hospital, emergency room, or acute care facility, and who are unable to perform their duties during a shift due to urgent medical treatment, may report the absence from the affected shift as hospitalization leave. The employee is responsible to report the receipt of urgent medical treatment to the employee's supervisor as soon as practical. For purposes of use of Hospitalization Leave, urgent medical treatment includes at-home care directed by a physician immediately after the urgent medical treatment and within the affected shift.

d. Employees who are admitted to a hospital as an inpatient for medical treatment, so they are unable to perform their duties, may report the absence from duty while in the hospital as hospitalization leave.

e. Medical treatment consisting exclusively or primarily of post-injury rehabilitation or therapy treatment, whether conducted in a hospital or other medical facility, shall not be counted as hospitalization leave.

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

3. Bereavement Leave

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

b. "Adult designee" means an individual designated by an employee as the employee's adult designee under Ordinance No. _____ of 2006, or its successor. The adult designee benefit provided under this bereavement benefit is not effective before _____, 2006.

bc. In the event of death of an uncle, aunt, niece, nephew, or first cousin to the respective employee, said employee will be paid for time off from scheduled working hours while attending the funeral or memorial service for such person, not to exceed one shift.

ed. In the event of death of friends or relatives not listed above, an employee may be granted time off without pay, not to exceed four hours, or may use available vacation leave while attending the funeral or memorial service for such person, subject to the approval of his/her immediate supervisor.

de. In the event the death of any member of the immediate family as set forth in this paragraph XI.D.3(a.) occurs while an employee is on vacation, his/her vacation will be extended by the amount of time authorized as bereavement leave under said paragraph.

ef. The provisions of this paragraph shall not be applicable to employees who are on leave of absence other than vacation leave.

4. Dependent Leave.

a. Under Plan "A," dependent Leave may be requested by a Full-Time employee covered by this Compensation Plan for the following FMLA-qualifying reasons: (See APPENDIX C.)

1. Becoming a parent through birth or adoption of a child or children.
2. Placement of a foster child in the employee's home.
3. Due to the care of the employee's child, spouse, or parent with a serious health condition, or if an employee had designated an adult designee, then due to the care of the adult designee or the child of the adult designee with a serious health condition.

Adult designees and the child of the adult designee 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 or a parent who is ill or injured but who does not have a serious health condition, or if an employee has designated an adult designee, then dependent leave may also be requested by an employee to care for the adult designee or the child of the designee who is ill or injured but who does not have a serious health condition.

c. "Adult designee" means an individual designated by an employee as the employee's adult designee under Ordinance No. _____ of 2006, or its successor. The adult designee benefit provided under this dependent benefit is not effective before _____, 2006.

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

1. Dependent leave may be granted with pay on a straight time basis.
2. If the employee has accumulated and available unused sick leave, the employee shall be entitled to use as dependent leave such accumulated and available unused sick leave.
3. The employee shall give notice of the need to take dependent leave and the expected duration of such leave to to his or her supervisor as soon as possible under the circumstances.
4. The employee shall provide, upon request of the supervisor, certification of birth or evidence of a child placement for adoption, or a letter from the attending physician in the event of hospitalization, injury or illness of a child, spouse or parent, or adult designee or adult designee's child within five calendar days following termination of such leave.

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

6. Probationary employees are not eligible for dependent leave.

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

6. Retirement Benefit, Plan "A."

a. Persons who retire under the eligibility requirements of the Utah State Retirement Systems will be paid in cash at their then current pay scale, a sum equal to their daily rate of pay for 25% of the accumulated sick leave days reserved for the benefit of said employee at the date of the employee's retirement.

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

E. Plan "B."

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

2. Each Full-Time employee under this Plan "B" shall be awarded each pay period, personal leave hours based on the following schedule:

Hours of Personal
Leave

Noncombat Personnel	3.08
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Combat Personnel	4.62
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For any plan year in which there are 27 pay periods, no personal leave hours will be awarded on the 27th pay period.

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

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

b. Carryover to the next plan year up to 80/120 (combat) unused personal leave hours, or

c. Convert a portion of unused personal leave hours, to a lump sum payment as provided in subparagraph (a) above and carry over a portion as provided in subparagraph (b) above.

4. Maximum Accrual. A maximum of 80 hours (120 combat)/5 shifts of personal leave may be carried over to the next plan year. Any personal leave hours unused at the end of the plan year in excess of 80 hours (120 combat)/5 shifts shall be converted to a lump sum payment as provided in subparagraph 3.a above.

5. Termination Benefits. At termination of employment for any reason, accumulated unused personal leave hours shall be paid to the employee at 50 percent of the hourly base wage rate on date of termination for each unused hour.

6. Conditions on Use of Personal Leave are:

a. Minimum use of personal leave is one hour.

b. Except in unforeseen circumstances, such as emergencies or the employees' inability to work due to their illness or accident, or an unforeseen FMLA-qualifying event, the employees

must provide their supervisors with prior notice to allow time for the supervisors to make arrangements necessary to cover the employees' work.

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

7. Bereavement Leave.

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

b. "Adult designee" means an individual designated by an employee as the employee's adult designee under Ordinance No. _____ of 2006, or its successor. The adult designee benefit provided under this bereavement benefit is not effective before _____, 2006.

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

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

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

a. Full-Time employees currently covered under Plan "B" who were hired before November 16, 1997, and who elected in 1997 to be covered under Plan "B," shall have a retirement/layoff account (hereinafter referred to as an "RL account") equal to sixty percent of their accumulated unused sick leave hours available on November 16, 1997, minus any hours withdrawn from that account since it was established.

b. Full-Time employees who were hired before November 16, 1997 and who elected in 1998 to be covered under Plan "B," shall have an RL account equal to fifty percent of their accumulated unused sick leave hours available on November 14, 1998, minus any hours withdrawn after the account is established.

c. Payment of the RL Account.

(1) All of the hours in the RL account shall be payable at retirement or layoff as follows: The employee shall be paid the employee's hourly rate of pay on date of termination or layoff for each hour in the employee's RL account.

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

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

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

XII. MILITARY LEAVE AND JURY DUTY

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

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

C. Leave for Jury/Court Duty. Employees shall be entitled to receive and retain statutory juror's/court fees paid for jury/court service in the State and Federal Courts subject to the conditions hereinafter set forth. No reduction in an employee's salary or regular wages shall be made for absence from work resulting from such jury/court service. Any duty related court service shall be considered time worked, but not emergency call-back. On those days that an employee is required to report for jury/court service and is thereafter excused from such service during his or her regular working hours from the City, he or she shall forthwith return to and carry on his or her regular City employment. Employees who fail to return to work after being excused from jury duty for the day shall be subject to discipline.

XIII. INJURY LEAVE

A. Injury Leave. The City shall establish rules governing the administration of an injury leave program for employees.

1. The disability must have resulted from an injury arising out of the discharge of official duties and/or while exercising some form of necessary job-related activity as determined by the City (i.e., law enforcement, fire fighting, medical services, etc.);

2. The employee must be unable to return to work due to the injury as verified by a licensed physician acceptable to the City;

3. The leave benefit shall not exceed the value of the employee's net salary during the period of absence due to the injury, less all amounts paid or credited to the employee as Workers'

Compensation, social security, long term disability or retirement benefits, or any form of governmental relief whatsoever;

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

5. The City's Risk Manager shall be principally responsible for the review of injury leave claims, provided that appeals from the decision of the City's Risk Manager may be reviewed by the Chief Administrative Officer who may make recommendations to the Mayor for final decisions;

6. If an employee is eligible for Workers' Compensation as provided by law; and is not receiving injury leave pursuant to this provision, said employee may elect in writing to the Director of Management Services to use either accumulated sick leave or hours from the RL account, if applicable, and authorized vacation time to supplement Workers' Compensation so that the employee is receiving the employee's regular net salary.

XIV. ADDITIONAL LEAVES OF ABSENCE.

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

XV. INSURANCE

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

B. The City will participate in the Nationwide Post Employment Health Plan, as adopted by the City by ordinance. The City will contribute \$600.08 per year (prorated per employee's biweekly pay period) into each employee's Nationwide Post Employment Health Plan account.

XVI. WORKERS' COMPENSATION

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

XVII. LONG TERM DISABILITY COMPENSATION

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

XVIII. TRANSITIONAL DUTY.

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

XIX. SEPARATION FROM SERVICE

A. Social Security Adopted. Exception. The City hereby adopts the provisions of the Federal Social Security system and applies and extends the benefits of the old age and survivor's insurance of the Social Security Act to employees, unless determined otherwise by the Mayor or unless required by State or Federal law.

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

1. The Utah Firefighters Retirement System
2. Deferred Compensation Programs
3. Retirement Incentive Programs

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

D. Layoffs. In the event of layoffs, the Salt Lake City Civil Service Commission Rules and Regulations shall apply.

1. Employees who are subject to layoff because of lack of work or lack of funds shall be eligible to receive:

- a. One hundred percent of their accumulated unused sick leave hours, if covered under paragraph XI.D. (Plan "A"); or
 - b. One hundred percent of their RL account if covered under paragraph XI.E (Plan "B").
 - c. Accrued unused personal leave at 50% of the employees' base hourly rate, if covered under paragraph XI.E (Plan "B").
2. Employees in appointed positions are not eligible for layoff benefits because they are "at will" employees.

E Separation From Employment Due to Resignations Or Otherwise

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

XX. RECOGNITION OF THE PROFESSIONAL EMPLOYEES COUNCIL

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

XXI. SENIORITY, PAY PREMIUMS, DIFFERENTIALS AND ALLOWANCES

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

XXII. AUTHORITY OF THE MAYOR

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

XXIII. APPROPRIATION OF FUNDS

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

Appendix A - 900 Salary Schedule
Bi Weekly Rates, effective July 1, 2005

GRADE 901 - FIRE CAPTAIN

Top Level	\$ 2,703.20
Level 2	\$ 2,604.80
Level 1	\$ 2,496.80

GRADE 902 - FIRE BATTALION CHIEF

Top Level	\$ 3,166.40
Level 2	\$ 3,061.60
Level 1	\$ 2,958.40

Appendix B - Retirement Contributions Schedule

UTAH STATE RETIREMENT CONTRIBUTIONS FY 2005/2006

Utah State Retirement System Contribution Paid by City Contribution	Employee Contribution Total Employer Contribution	Total Employee Grand Total
Firefighter Contributory Retirement System	7.83% 7.83% 0	7.83%

Appendix C - Family and Medical Leave Act Policy 3.01.07

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

SALT LAKE CITY POLICY MANUAL

FAMILY AND MEDICAL LEAVE ACT POLICY 3.01.07

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

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

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

II. QUALIFYING EVENTS FOR WHICH FMLA CAN BE TAKEN

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

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

A. A husband and wife who are eligible for FMLA leave and are both employed by the City are limited to a combined total of 12 weeks of leave during the 12 month period if the leave is taken:

- 1. for the birth of a child or to care for the child after the birth;
- 2. for the placement of a child with the employee for adoption or foster care, or to care for the child after placement; or
- 3. to care for the employee's parent with a serious health condition.

B. Where the husband and wife both use a portion of the total 12 week FMLA leave entitlement for one of the purposes set forth in IIIA, above, the husband and wife each are entitled to the difference between the amount he/she has taken individually and 12 weeks for FMLA leave for a qualifying event other than those identified in IIIA.

IV. EMPLOYEE ELIGIBILITY

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

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

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

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

VI. EMPLOYEE RESPONSIBILITIES

An employee will:

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

VII. THE CITY'S RESPONSIBILITIES

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

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

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

VIII. MEDICAL CERTIFICATION

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

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

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

- A. FMLA leave for qualifying events, other than the serious health condition of the employee
 - 1. Plan A
 - a. paid leave comes first from dependent leave, in the amount allowed in the contract/compensation plan.
 - b. the remaining leave comes from the employee's vacation time.
 - 2. Plan B

- a. either personal leave time and/or vacation time can be used
- b. severance account hours can be used in the same manner as sick leave hours are allowed under Plan A.
- B. FMLA leave for the serious health condition of the employee
 - 1. Plan A
 - a. paid leave comes first from hospital leave (when appropriate);
 - b. followed by all sick leave
 - c. followed by vacation time
 - 2. Plan B
 - a. paid leave will be provided when appropriate from the Short Term Disability Insurance Program
 - b. personal leave, severance account hours, and vacation time will then be utilized in that order.
- C. Compensatory time may be used for an FMLA reason but any period of leave paid from the employee's accrued compensatory time account will not be counted against the employee's FMLA leave entitlement.
- D. Leave taken for a serious health condition covered under Workers' Compensation will be counted towards an employee's FMLA entitlement. Accrued paid leave may be used at the same time the employee is collecting a Workers' Compensation benefit only to the extent that it allows the employee to collect 100% of his/her net salary.

X. INTERMITTENT LEAVE

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

XI. BENEFITS WHILE ON FMLA LEAVE

- A. For the duration of FMLA leave, the City will pay the City-paid portion of the premiums for group health plan benefit coverage, which includes medical insurance coverage, Basic Employee Term Life Insurance, and Short Term Disability Insurance, subject to Section XIA3.

1. While on FMLA leave utilizing paid leave, the employee-paid portion of the group health plan benefit premiums are deducted from employee's check as usual.

2. When FMLA leave is unpaid, the employee must contact the Benefits Section of Human Resources (535-7900) to make arrangements to pay the employee portion of the insurance premiums. The employee and employer will agree in writing as to the way the employee-paid portion of the group health benefit plan premium payments will be paid, under the four allowable options:

- a. Payment would be due at the same time as it would be made if by payroll deduction;
- b. Payment would be due on the same schedule as payments are made under COBRA;
- c. Payment would be prepaid pursuant to a cafeteria plan at the employee's option; or
- d. Prepayment of the employee-paid portion of the group benefit plan premiums through increased payroll deductions before the leave is taken, when the need for unpaid FMLA leave is foreseeable, or payment of the employee-paid portion of the group benefit plan premiums through increased deductions after the employee returns to work following unpaid FMLA leave when the need for unpaid FMLA leave is not foreseeable.

3. If the employee-paid portion of the group health plan benefit premium is more than 30 days late, the City's obligation to maintain group health plan insurance coverage will cease.

a. The City, through its designee, will provide written notice at least 15 days prior to the date coverage will be cancelled that payment has not been received.

b. The employee will have 15 days after the date of notification, or 30 days from the date the premium was due, whichever is greater, to make the required premium payment(s).

c. If the employee fails to pay his/her portion of the group health plan benefit premium(s), the employee will lose his/her group health plan benefit coverage.

B. The City is not responsible for maintaining non-health care related benefits paid directly by the employee through voluntary deductions (dental, supplemental and dependent life insurance, accident insurance plans, or LTD). It is the employee's responsibility to make arrangements through the Benefits Section of Human Resources (535-7900) for the payment of those benefit premiums when on unpaid FMLA leave.

C. If an employee fails to return to work after unpaid FMLA leave has ended, the employee shall reimburse the City all City-paid group health plan benefit premiums it paid on behalf of the employee unless the failure to return from leave is due to:

1. the continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member which would otherwise entitle the employee to leave under FMLA;
2. other circumstances beyond the employee's control.

D. An employee is considered to have returned to work following FMLA leave if he/she returns for at least 30 calendar days.

E. An employee's seniority will not be interrupted if the employee utilizes paid leave while on FMLA leave. Once paid leave is exhausted, no seniority or pension credit will be accumulated for the unpaid FMLA leave time. Upon return from unpaid leave the employee's seniority will continue where the accumulation left off.

XII. RETURN TO WORK AFTER FMLA LEAVE

- A. Upon return to work following FMLA leave, the employee must provide a medical certification of the employee's fitness to return to work if the FMLA leave was taken for the employee's own serious health condition.
- B. If the employee fails to provide a fitness certificate after being notified by the City of the need for the certificate, the City, through its designee, may delay the employee's return to work until the fitness certificate is provided.
- C. An employee will be returned to his/her job or an equivalent job with equivalent pay, benefits, and working conditions, if the original job is not available.
- D. Key employees that earn salaries in the top ten percent of Salt Lake City Corporation's workforce and whose return would cause "substantial and grievous economic injury" or hardship to the City's operations, may not be reinstated.
- E. The City may take any personnel action/decision that would have happened if the employee had continued to work while the employee is on FMLA leave.