

SALT LAKE CITY ORDINANCE

No. _____ of 2007

(Approving the Compensation Plan for
Unclassified Employees
of Salt Lake City)

AN ORDINANCE APPROVING A COMPENSATION PLAN FOR
UNCLASSIFIED EMPLOYEES.

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

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

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

SECTION 3. EFFECTIVE DATE. This Ordinance shall be deemed effective on July 1, 2007.

Passed by the City Council of Salt Lake City, Utah, this _____ day of _____, 2007.

CHAIRPERSON

ATTEST:

CHIEF DEPUTY CITY RECORDER

Transmitted to the Mayor on _____.

Mayor's Action: _____ Approved. _____ Vetoed.

MAYOR

ATTEST:

CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 4-23-07
By [Signature]

(SEAL)

Bill No. _____ of 2007.

Published: _____.

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COMPENSATION PLAN FOR SALT LAKE CITY CORPORATION UN-CLASSIFIED EMPLOYEES

I. EFFECTIVE DATE

The provisions of this plan shall be effective commencing July 1, 2006~~2007~~.

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

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 6/20/07
By [Signature]

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:

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

For any plan year in which there are 27 pay periods, no vacation leave hours will be awarded on the 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.
- ~~C.B.~~ Full-time employees covered under this plan shall receive leaves of absence related to their illnesses, injuries or their dependents' illnesses or injuries either under a plan as provided in paragraph X.~~D~~E. (Plan "A"), or as provided in paragraph X.~~E~~F. (Plan "B").
- C. Employees hired on or after November 16, 1997 shall participate in Plan B. All other employees shall participate in the plan they participated in on November 15, 1998, except as provided in paragraph X.D.
- D. Employees participating in Plan A, who were hired on or before November 16, 1997, may, during an election period beginning July 1, 2007 and ending September 30, 2007, choose to participate in Plan B effective November 4, 2007.-
- ~~E.E~~ Plan "A."

1. Sick Leave.

- a. Sick leave shall be provided for full-time employees under this Plan "A" as insurance against loss of income when an employee is unable to perform assigned duties because of illness or injury. The Mayor may establish 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, grandfather-in-law, grandmother-in-law, or domestic partner, as defined in Paragraph b. below, or domestic partner's relative as ~~listed above~~if the domestic partner were the employee's spouse. 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. The employee will be permitted one additional day of funeral or memorial service

leave on the day following the service if: such service is held more than 150 miles distance from Salt Lake City; the employee attends the service; and the day following the service is a regular work shift. Satisfactory proof of such 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. "Domestic Partner" means an individual with whom an eligible employee has a long term committed relationship of mutual caring and support. The domestic partner must have resided in the same household with the eligible employee for at least the past six consecutive months, and must have common financial obligations with the employee. The domestic partner and the employee must be jointly responsible for each other's welfare. The domestic partner may not be related by blood to the employee to a degree of closeness that would prohibit legal marriage in the State of Utah. The domestic partner benefit provided under this bereavement benefit is not effective before February 23, 2006.
- 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.
- d. In the event of death of friends or relatives not listed above, an employee may be granted time off without pay, not to exceed four 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.
- e. 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.
- f. 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 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, spouse's child, domestic partner (as defined in Paragraph c. below), domestic partner's unmarried child under age 26, or parent with a serious health condition.

Domestic partners and domestic partners' children are not covered by FMLA.

- b. Under Plan "A," dependent leave may also be requested by a full-time employee to care for an employee's child, spouse, spouse's child, domestic partner (as defined in Paragraph c. below), domestic partner's unmarried child under age 26, or a parent who is ill or injured but who does not have a serious health condition.
- c. "Domestic Partner" means an individual with whom an eligible employee has a long term committed relationship of mutual caring and support. The domestic partner must have resided in the same household with the eligible employee for at least the past six consecutive months, and must have common financial obligations with the employee. The domestic partner and the employee must be jointly responsible for each other's welfare. The domestic partner may not be related by blood to the employee to a degree of closeness that would prohibit legal marriage in the State of Utah. The domestic partner benefit provided under this bereavement benefit is not effective before February 23, 2006.
- d. The following provisions apply to the use of dependent leave by a full-time employee:
 - 1. Dependent leave may be granted with pay on a straight time basis.
 - 2. If the employee has accumulated and available unused sick leave, the employee shall be entitled to use as dependent leave accumulated and available unused sick leave.
 - 3. The employee shall give notice of the need to take dependent leave and the expected duration of such leave to to his or her supervisor as soon as possible under the circumstances.
 - 4. The employee shall provide, upon request of the supervisor: certification of birth or evidence of a child placement for adoption; or a letter from the attending physician in the event of hospitalization, injury or illness of a child, spouse, spouse's child, domestic partner, domestic partner's child, or parent within 5 calendar days following such dependent leave.
 - 5. An employee's sick leave shall be reduced by the number of hours taken by an employee as dependent leave under this paragraph provided, however, that up to 40 hours of dependent leave used during the calendar year will not affect the sick leave conversion options as outlined in paragraph X.D.1.c.
- 5. Career Incentive Leave, Plan "A." Full-time employees, who have been in consecutive full-time employment with the City for more than 20 years, and who have accumulated to their credit 1500 or more sick leave hours,

may make a one-time election to convert up to 160 hours of sick leave into 80 hours of paid Career Incentive Leave. Career Incentive Leave must be taken prior to retirement. Sick leave hours converted to Career Incentive Leave will not be eligible for a cash payout upon termination or retirement even though the employee has unused Career Incentive Leave hours available. Requests for Career Incentive Leave must be submitted in writing to the Department Director and be approved subject to the department's business needs (e.g., work schedules and workload).

6. Retirement Benefit, Plan "A."

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

EF. Plan "B."

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

Months of	Hours of Personal
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Consecutive City Service	Leave per Biweekly Pay Period
Less than 6	40
Less than 24	60
24 or more	80

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

3. Not later than October 31st in each calendar year, employees covered by Plan "B" may elect, by notifying their Personnel/Payroll Administrator in writing, to:
 - a. Convert any unused personal leave hours available at the end of the first pay period of November 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, minus any adjustment necessary after calculating the "prorated amount," shall be paid to the employee at 50 percent of the hourly base wage rate on date of termination for each unused hour. For purposes of this paragraph X.E.5, "prorated amount" shall mean the amount of personal leave credited at the beginning of the plan year, multiplied by the ratio of the number of months worked in the plan year (rounded to the end of the month which includes the separation date) to 12 months. If the employee, at the time of separation, has used personal leave in excess of the prorated amount, the value of the excess amount shall be reimbursed to the City and may be deducted from the employee's paycheck.
6. Conditions on Use of Personal Leave are:

- a. Minimum use of personal leave is one hour. 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, grandfather-in-law, grandmother-in-law, or domestic partner, as defined in Paragraph b. below, or domestic partner's relative as listed above if the domestic partner were the employee's spouse. In the event of death in any of these instances, the employee will be paid his/her regular base pay for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. The employee will be permitted one additional day of funeral or memorial service leave on the day following the service if: such service is held more than 150 miles distance from Salt Lake City; the employee attends the service; and the day following the service is a regular work shift. Satisfactory proof of 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. "Domestic Partner" means an individual with whom an eligible employee has a long term committed relationship of mutual caring and support. The domestic partner must have resided in the same household with the eligible employee for at least the past six consecutive months, and must have common financial obligations with the employee. The domestic partner and the employee must be jointly responsible for each other's welfare. The domestic partner may not be related by blood to the employee to a degree of closeness that would prohibit legal marriage in the State of Utah. The domestic partner benefit provided under this bereavement benefit is not effective before February 23, 2006.
- c. In the event of death of an uncle, aunt, niece, nephew, or first cousin to the respective employee, said employee shall be allowed to use personal leave or vacation for time off from scheduled working hours to attend the funeral or memorial service for such person.

- d. In the event of death of friends or relatives not listed above, an employee may be allowed to use personal leave or vacation for time off to attend the funeral or memorial service for such person, subject to the approval of 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. Full-time employees who were hired before November 16, 1997 and who elected in 2007 to be covered under Plan "B," shall have a retirement account equal to forty percent of their accumulated unused sick leave hours available on November 4, 2007, minus any hours withdrawn after the account is established.
 - ed. 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.

- de. 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, United States Coast Guard, or the commissioned corps of the Public Health Service, shall be entitled to be absent from his or her duties and service from the City, without pay, as required by state and federal law. Said leave shall be granted for no more than five cumulative years, consistent with the federal Uniform Services Employment and Reemployment Act.
- B. Leave while on duty with the armed forces or Utah National Guard. Employees covered by this Plan who are or who shall become members of the reserves of a federal armed forces, including United States Army, United States Navy, United States Marine Corps, United States Air Force, and the United States Coast Guard, or any unit of the Utah National Guard, shall be allowed full pay for all time not in excess of 11 working days per calendar year spent on duty with such agencies. This leave shall be in addition to the annual vacation leave with pay. To qualify, employees claiming the benefit under this provision shall provide documentation to the City demonstrating duty with such agencies. To qualify, duty herein need not be consecutive days of service.

- C. Leave for Jury Duty. Employees shall be entitled to receive and retain statutory juror's fees paid for jury service in the State and Federal Courts. 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 \$600.0824.30 per year (prorated per employee's biweekly pay period) pay period into each employee's Nationwide Post Employment Health Plan account. For any year in which there are 27 pay periods, no such contribution will be made on the 27th pay period.

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 20076-20087 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.