

SALT LAKE CITY ORDINANCE

No. \_\_\_\_\_ of 2007

(Approving the Compensation Plan for  
“800 Series” Employees  
of Salt Lake City)

AN ORDINANCE APPROVING A 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 Compensation Plan for “800 Series” 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

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

## I. EFFECTIVE DATE

The provisions of this plan shall be effective commencing July 1, 20076.

## II. EMPLOYEES COVERED BY THIS PLAN

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

## III. WAGES AND SALARIES

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

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 4/20-07  
By [Signature]

- b. As used in this Compensation Plan, non-exempt employees shall mean employees who are covered by the overtime provisions of the Act.
- 2. Effective July 1, ~~2006-2007~~ to June 30, ~~2007~~2008, employees covered by this plan shall be paid compensation according to the salary schedule attached as APPENDIX "A."
- C. Effective July 1, ~~2006~~2007, employees classified as Sergeants and Lieutenants will be paid shift differentials as follows:
  - 1. Sergeants and Lieutenants whose shift begins from 0500 hours to 1159 hours, shall be paid in accordance with column "A" of the effective wage schedule (Appendix "A").
  - 2. Sergeants and lieutenants, whose shift begins from 1200 hours to 1859 hours, shall be paid in accordance with column "B" of the effective wage schedule (Appendix "A").
  - 3. Sergeants and lieutenants, whose shift begins from 1900 hours to 0459 hours, shall be paid in accordance with column "C" of the effective wage schedule (Appendix "A").
- D. The foregoing shall not restrict the Mayor from distributing appropriated monies to employees of the City in the form of retirement contributions; lump sum supplemental performance based or special supplemental payments to employees within per annum pay limitations; or classifying and advancing employees under rules established by the Mayor.

#### IV. LONGEVITY PAY

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

#### V. OVERTIME COMPENSATION

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

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

**B. Compensation for Court and Other Appearance.**

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

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

#### VI. EDUCATION, CAREER LADDER AND TRAINING PAY

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

#### VII. WAGE DIFFERENTIALS

Employees classified as Sergeants may receive the following wage differentials:

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

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

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

#### VIII. ALLOWANCES

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

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

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

## IX. HOURS OF SERVICE

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

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

## X. HOLIDAYS AND VACATION

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

### A. Holidays

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

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

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

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

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

B. Holiday Pay Upon Termination or Retirement

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

C. Vacations

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

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



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

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

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

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

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

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

- a. The cash payment in lieu of vacation time use shall not interfere with an employee's performance or create an unreasonable hardship on said employee;
- b. There is a demonstrated need for the City to retain the services of the employee for said vacation time; and
- 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.HF. (Plan "A"), or as provided in paragraph XI.IG. (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.

D. Employees hired on or after November 16, 1997 and who, after 1998 and before July 1, 2006, elected to change participation from Plan A to Plan B following promotion from the 500 Series to the 800 Series shall participate in Plan B.

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.

E. 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.

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.

HF. 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 27<sup>th</sup> pay period.

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

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

2. Hospitalization Leave

- a. Hospitalization leave shall be provided for Full-Time employees under this Plan "A," in addition to sick leave authorized hereunder, as insurance against loss of income when employees are unable to perform assigned duties because of scheduled surgical procedures, urgent medical treatment, or hospital in-patient admission.
- b. Employees shall be entitled to 30 days of hospitalization leave each calendar year. Hospitalization leave shall not accumulate from year

to year. Employees may not convert hospitalization leave to vacation or any other leave, nor may they convert hospitalization leave to any additional benefit at time of retirement.

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

### 3. Bereavement Leave

- a. Under this Plan "A" time off with pay will be granted to an employee who suffers the loss of a wife, husband, child, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, step-grandfather, grandmother, step-grandmother, grandchild, or grandstepchild, stepchild, stepmother, stepfather, stepbrother or stepsister, grandfather-in-law, grandmother-in-law, or domestic partner, as defined in Paragraph b. below, or domestic partner's relative as 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 or her regular base pay for scheduled

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

- b. "Domestic Partner" means an individual with whom an eligible employee has a long term committed relationship of mutual caring and support. The domestic partner must have resided in the same household with the eligible employee for at least the past six consecutive months, and must have common financial obligations with the employee. The domestic partner and the employee must be jointly responsible for each other's welfare. The domestic partner may not be related by blood to the employee to a degree of closeness that would prohibit legal marriage in the State of Utah. The domestic partner benefit provided under this bereavement benefit is not effective before February 23, 2006.
- 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, or may use available vacation leave, while attending the funeral or memorial service for such person, subject to the approval of his or her immediate supervisor.
- e. In the event the death of any member of the immediate family as set forth in this paragraph XI.D.3(a) occurs while an employee is on vacation, his or her vacation will be extended by the amount of time authorized as bereavement leave under said paragraph.
- f. The provisions of this paragraph shall not be applicable to employees who are on leave of absence other than vacation leave.

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 reasons:
  - 1. Becoming a parent through birth or adoption of a child or children.
  - 2. Placement of a foster child in the employee's home.
  - 3. Due to the care of the employee's child, spouse, spouse's child, domestic partner (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 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-G Plan "B."

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

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

<u>Months of Consecutive City Service</u>	<u>Hours of Personal Leave Per Bi-Weekly Pay Period</u>
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 do any of the following:
- 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
  - Carryover to the next calendar year up to 80 unused personal leave hours, or
  - Convert a portion of unused personal leave hours, to a lump sum payment as provided in subparagraph (a) above and carry over a portion as provided in subparagraph (b) above.
4. Maximum Accrual. A maximum of 80 hours of personal leave may be carried over to the next plan year. Any personal leave hours unused or converted before the end of the calendar year in excess of 80 shall be converted to a lump sum payment as provided in subparagraph 3.a above.
5. Termination Benefit. At termination of employment for any reason, accumulated unused personal leave hours, minus any adjustment necessary after calculating the "prorated amount," shall be paid to the employee at 50 percent of the hourly base wage rate on date of termination for each unused hour. For purposes of this paragraph XI.I.5, "prorated amount" shall mean the amount of personal leave credited at the beginning of the plan year, multiplied by the ratio of the number of months worked in the plan year (rounded to the end of the month which includes the separation date) to 12 months. If the employee, at the time of separation, has used personal leave in excess of the prorated amount, the value of the excess



amount shall be reimbursed to the City and may be deducted from the employee's paycheck.

6. Conditions on Use of Personal Leave are:

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

7. Bereavement Leave.

- a. Under this Plan "B," time off with pay will be granted to an employee who suffers the loss of a wife, husband, child, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, step-grandfather, grandmother, step-grandmother, grandchild, or stepgrandchild, stepchild, stepmother, stepfather, stepbrother or stepsister, grandfather-in-law, grandmother-in-law, or domestic partner, as defined in Paragraph b. below, or domestic partner's relative as 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 leave on the day following the funeral or memorial service if such service is held more than 150 miles distance from Salt Lake City and if the day following the service is a regular work shift. Satisfactory proof of such death, together with the date thereof, the date and location of the service, and the date of burial, must, on request, be furnished by the employees to their supervisors.
- b. "Domestic Partner" means an individual with whom an eligible employee has a long term committed relationship of mutual caring and support. The domestic partner must have resided in the same household with the eligible employee for at least the past six consecutive months, and must have common financial obligations with the employee. The domestic partner and the employee must be jointly responsible for each other's welfare. The domestic partner may not be related by blood to the employee to a degree of closeness that would prohibit legal marriage in the State of Utah. The domestic partner benefit provided under this bereavement benefit is not effective before February 23, 2006.

- 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 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 or after 1998 but before July 1, 2006 to change participation from Plan A to Plan B, 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 the first day of the Plan B plan year following the election, 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, United States Coast Guard, or the commissioned corps of the Public Health Service, shall be entitled to be absent from his or her duties and service from the City without pay as required by state and federal law. Said leave shall be granted for no more than five cumulative years, consistent with the federal Uniform Services Employment and Reemployment Rights Act (USERRA).
- B. Leave while on duty with the armed forces or Utah National Guard. Employees covered by this Plan who are or who shall become members of the reserves of a federal armed forces, including United States Army, United States Navy, United States Marine Corps, United States Air Force, and the United States Coast Guard, or any unit of the Utah National Guard, shall be allowed full pay for all time not in excess of 11 working days per calendar year spent on duty with such agencies. This leave shall be in addition to the annual vacation leave with pay. To qualify, employees claiming the benefit under this provision shall provide documentation to the City demonstrating duty with such agencies. To qualify, duty herein need not be consecutive days of service.
- C. Leave for Jury Duty. Employees shall be entitled to receive and retain statutory juror's fees paid for jury service in the State and Federal Courts subject to the conditions hereinafter set forth. No reduction in an employee's salary or regular

wages shall be made for absence from work resulting from such jury service. On those days that an employee is required to report for jury service and is thereafter excused from such service during his or her regular working hours from the City, he or she shall forthwith return to and carry on his or her regular City employment. Employees who fail to return to work after being excused from jury duty for the day shall be subject to discipline.

### XIII. INJURY LEAVE

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

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

### XIV. ADDITIONAL LEAVES OF ABSENCE.

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

### XV. INSURANCE

A. Group Insurance. Employees of the City will be required to enroll for single coverage in the City's group medical insurance plan in conformity with and under the terms of an insurance plan adopted by the City, as permitted by ordinance. The City will provide a basic term life and accidental death plan. The City will also

make available other bona fide benefit programs. Retired City employees, and their eligible dependents may also be permitted to participate in the City's medical and dental plans under terms and conditions established by the City. The City shall cause the specific provisions of the group plan to be detailed and made available to the employees. The City will deduct from each payroll all monies necessary to fund employees' share of insurance coverage and make all payments necessary to fund the plan within budget limitations established by the City Council.

- B. The City will participate in the Nationwide Post Employment Health Plan, as adopted by the City by ordinance. Each year, the City will contribute ~~\$23.08~~24.30 per biweekly pay period into each employee's Nationwide Post Employment Health Plan account. For any year in which there are 27 pay periods, no such contribution will be made on the 27<sup>th</sup> pay period.

#### XVI. WORKERS' COMPENSATION

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

#### XVII. LONG TERM DISABILITY COMPENSATION

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

#### XVIII. TRANSITIONAL DUTY.

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

#### XIX. SEPARATION FROM SERVICE

- A. Social Security Adopted. Exception. Employees shall be exempted from the provisions of the Federal Social Security System unless determined otherwise by the City or unless required by State or Federal law.
- B. Retirement Programs. The City hereby adopts the Utah State Retirement System for providing retirement pensions to employees covered by the plan. The City may permit or require the participation of employees in its retirement program(s) under terms and conditions established by the Mayor and consistent with state law.. Such programs may include:
1. The Utah Public Safety Retirement System (Contributory and Non-Contributory)
  2. Deferred Compensation Programs
  3. Retirement Incentive Programs
- C. The 20076-20087 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.