

SALT LAKE CITY ORDINANCE

No. _____ of 2007

(Approving the Compensation Plan for
"900 Series" Employees
of Salt Lake City)

AN ORDINANCE APPROVING A COMPENSATION PLAN FOR "900
SERIES" EMPLOYEES.

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

SECTION 1. PURPOSE. The purpose of this Ordinance is to approve the attached Compensation Plan for "900 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

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

III. WAGES AND SALARIES

- A. 1. To the degree that funds permit, employees classified as "900 Series" Fire Department employees shall be paid monthly salaries that:
- a. Achieve equal pay for equal work; and
 - b. Attain comparability of City salary ranges to salary ranges used by other public employers.
2. Based on periodically conducted market surveys, the Mayor shall determine the comparability of City salary ranges to salary ranges used by other public employers for similar work. .
3. Salary surveys shall measure total compensation including salaries and wages, paid leave, group insurance plans, retirement, and all other benefits provided to employees.
4. The compensation plans may provide salary range widths that reflect the normal growth and productivity potential of employees within a job classification.
5. The Mayor shall develop policies and guidelines for the administration of the pay plans.
- B. Effective July 1, ~~2006-2007~~ to June 30, ~~2007~~2008, "900 Series" Fire Department employees shall be paid monthly salaries according to APPENDIX "A."
- C. The foregoing shall not restrict the Mayor from distributing appropriated monies to employees of the City in the form of retirement contributions; or lump sum supplemental, payments in recognition of emergencies, special projects or other extraordinary circumstances. Lump sum payments are recommended by the Fire Chief and are subject to the Mayor's approval. Additionally, nothing in the foregoing shall restrict the Mayor from classifying or advancing employees under rules established by the Mayor.

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

IV. LONGEVITY PAY

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

V. OVERTIME COMPENSATION

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

2. For a Fire Captain who is regularly assigned to work other than a combat crew (referred to herein as "day work"), the Fire Captain's regular rate of pay for all work shall be the day rate, except as follows: A Fire Captain regularly assigned to day work shall be paid at a premium overtime rate of one and one-half the combat rate when the Fire Captain works all or part of a combat crew shift in addition to all regularly scheduled day work. If a day work Captain works all or part of a combat crew shift and is required to holdover at the conclusion of the combat crew shift, the Fire Captain shall be paid at premium overtime rate twice the combat rate of pay for all holdover work.
- D. For purposes of identifying overtime work performed, the department shall record time worked to the nearest 15 minutes.
- E. Fire Captains who are directed to report to work during their scheduled off-duty time, or while on standby, shall be compensated with a minimum of four (4) hours pay. The employee shall receive overtime compensation, where applicable, for time worked on callback duty. In those cases where an employee does not report to work (to a station or to an incident scene), but is required to perform City work at home (including telephone advice) or at another location, the employee shall be paid only for time worked. Fire Captains will be paid at the day rate of pay whether such call back is for day work or for work on a combat crew shift. Fire Captains who volunteer for work beyond their regularly scheduled work assignments do not qualify for compensation under this paragraph.

VI. EDUCATION AND TRAINING PAY

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

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

An employee with the Department shall be eligible for incentive pay following submission of his/her diploma evidencing completion of degree requirements at a fully accredited college or university to the Fire Chief or designee.

VII. EMERGENCY ASSIGNMENTS

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

VIII. ALLOWANCES

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

IX. CAPTAINS' HOURS OF SERVICE

- A. Whenever public safety interests demand, the Chief or designee of the Fire Department may require an employee to perform work beyond the employee's regularly scheduled duties. Whenever possible, Fire Department employee volunteers will be solicited. Forty hours within a seven-day week shall constitute a normal work period for all Fire Department employees, except employees assigned to the Combat Division. Employees regularly assigned to duty in the Combat Division shall perform their work during scheduled duty shifts; each consisting of 24 consecutive hours on duty at assigned Fire Department employment locations. Therefore, the parties agree that for employees assigned to the Combat Division, twenty-seven (27) days shall constitute a normal work period.
- B. Exchange of Time. Fire Department employees may exchange time in accordance with provisions outlined in the Fair Labor Standards Act (substitution of work scheduled) and when the exchange does not interfere with the operation of the

Fire Department, which includes employee responsibilities such as maintaining training and proficiency requirements, subject to the approval of the Fire Department employee's supervisor.

X. HOLIDAYS AND VACATION

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

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

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

B. Vacations

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

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

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

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

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

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

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

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

Any vacation accrued beyond said maximums shall be deemed forfeited unless utilized prior to the end of the calendar year in which the maximum

has been accrued. However, in the case of an employee returning from an unpaid military leave of absence, related provisions under city ordinance shall apply.

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

XI. SICK AND OTHER RELATED LEAVE OR PERSONAL LEAVE.

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

using FMLA leave to exhaust their paid leave allotments for FMLA-qualifying events prior to taking FMLA leave unpaid. The paid leave parameters are defined in this Compensation Plan. Employees do not earn or receive leave benefits under this Section XI. while on unpaid leave of absence. However, employees on an unpaid military leave of absence may be entitled to the restoration of such leave benefits, as provided by city ordinance.

- B. Full-Time employees shall receive benefits in this section either under a plan as provided in paragraph XI.DE. (Plan "A"), or as provided in paragraph XI.EF. (Plan "B").
- C. Employees hired on or after November 16, 1997 shall participate in Plan B. All other employees shall participate in the plan they participated in on November 15, 1998, except as provided in paragraph XI.D.
- D. Employees participating in Plan A, who were hired on or before November 16, 1997, may, during an election period beginning July 1, 2007 and ending September 30, 2007, choose to participate in Plan B effective November 4, 2007-

DE. Plan "A."

1. Sick Leave.

- a. Sick leave shall be provided for employees under this Plan "A" as insurance against loss of income when an employee is unable to perform assigned duties because of illness or injury. The Mayor may establish rules governing the interfacing of sick leave and Workers' Compensation benefits and avoiding, to the extent allowable by law, duplicative payments.
- b. Each salaried employee shall accrue sick leave at a rate of 6.93 hours per pay period, for combat fire employees (except for non-combat fire employees who shall accrue sick leave at a rate of 4.62 hours per pay period). For any plan year in which there are 27 pay periods, no sick leave hours will be awarded on the 27th pay period.

Authorized and unused sick leave may be accumulated from year to year subject to the limitations of this plan.

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

Number of Sick Leave Shifts Used During Previous Calendar Year	Number of Sick Leave Shifts Available for Conversion
No shifts	4 shifts

1 shift	3 shifts
2 shifts	2-1/2 shifts
3 shifts	2 shifts
4 shifts	1 shift
5 or more shifts	No shifts

- e. Eligible Non-Combat employees (working 8 hour shifts) may choose to convert up to 64 hours of the sick leave grant from any given year to vacation. Any sick leave used during the calendar year reduces the allowable conversion by an equal amount.
- f. Conversion at the maximum allowable hours will be made unless the employee elects otherwise. Any election by an employee for no conversion, or to convert less than the maximum allowable sick leave hours to vacation time, must be made by notifying his or her Personnel/Payroll Administrator, in writing, not later than the November vacation draw. Otherwise, the opportunity to waive conversion or elect conversion other than the maximum allowable amount shall be deemed waived for that calendar year. In no event shall sick leave days be converted from other than the current year's sick leave allocation.
- g. Any sick leave days, properly converted to vacation benefits as above described, shall be deemed to be taken prior to any other days of vacation time to which the employee is entitled; provided, however, that in no event shall an employee be entitled to any pay or compensation upon an employee's termination for any sick leave converted to vacation. Any sick leave converted to vacation remaining unused at the date of termination or retirement shall be forfeited by the employee.
- h. As stated above, authorized and unused sick leave may be accumulated from year to year.
- i. Employees who have accrued at least 80 hours sick leave may be allowed to use no more than 16 hours of accrued sick leave per calendar year for their own doctor's and/or dentist's appointments. This leave must be taken in one hour time blocks and may only be used upon prior approval of the employee's supervisor.

2. Hospitalization Leave

- a. In addition to the sick leave authorized under this Plan "A," each combat fire employee shall be entitled to 15 on-duty shifts off for hospitalization leave (except for non-combat Fire Department employees who shall be entitled to 30 days for hospitalization leave) each calendar year, provided that such leave may be taken only if, and during the period that employees are unable to perform assigned duties because of scheduled surgical procedures, urgent

medical treatment, or hospital in-patient admission. Hospital leave shall not accumulate from year to year. Employees may not convert hospitalization leave to vacation or any other leave, nor may they convert hospitalization leave to any additional benefit at time of retirement.

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

3. Bereavement Leave

- a. Under this Plan "A" time off with pay will be granted to an employee who suffers the loss of a wife, husband, child, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, step grandfather, grandmother, step-grandmother, grandchild, or stepgrandchild, stepchild, stepmother, stepfather, stepbrother or stepsister, or 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 funeral or memorial service if: such service is held more than 150 miles distance from Salt Lake City; the employee attends the service; and the day following the service is a regular work shift. Satisfactory proof of such death, together with the date thereof, the date and location of the service, and the date of burial, must, on request, be furnished by the employees to their supervisors.

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

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 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),

or 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 such accumulated and available unused sick leave.
 - 3. The employee shall give notice of the need to take dependent leave and the expected duration of such leave to to his or her supervisor as soon as possible under the circumstances.
 - 4. The employee shall provide, upon request of the supervisor, certification of birth or evidence of a child placement for adoption, or a letter from the attending physician in the event of hospitalization, injury or illness of a child, spouse, spouse's child, domestic partner, 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 40 hours of dependent leave used during the calendar year will not affect the sick leave conversion options as outlined in paragraph XI.C.1.

6. Probationary employees are not eligible for dependent leave.
5. Career Incentive Leave, Plan "A." Full-Time employees, who have been in consecutive Full-Time employment with the City for more than 20 years, and who have accumulated to their credit 1500 or more sick leave hours, may make a one-time election to convert up to 160 hours of sick leave into 80 hours of paid Career Incentive Leave. Career Incentive Leave must be taken prior to retirement. Sick leave hours converted to Career Incentive Leave will not be eligible for a cash payout upon termination or retirement even though the employee has unused Career Incentive Leave hours available. This leave can be used for any reasons such as attending the National Fire Academy or other activity specified by the Department. Requests for Career Incentive Leave must be submitted in writing to the Fire Chief and be approved subject to the department's business needs (e.g., work schedules and workload).
6. Retirement Benefit, Plan "A."
 - a. Persons who retire under the eligibility requirements of the Utah State Retirement Systems will be paid in cash at their then current pay scale, a sum equal to their daily rate of pay for 25% of the accumulated sick leave days reserved for the benefit of said employee at the date of the employee's retirement.
 - b. In lieu of the above, Full-Time employees may elect in writing to convert the sick leave privilege provided above to hospital and surgical coverage. 50% of the sick leave hours available at retirement may be converted to a dollar allowance at the time of retirement. The sick leave hours converted to a dollar allowance shall be subject to any state and federal income and social security tax withholding required by law. An employee's available sick leave account balance, computed by the hours therein times the salary rate at the effective date of employment separation, determines the number of months of medical and surgical coverage which may be purchased. The purchase is made on a monthly basis, which shall be computed on a monthly basis of charges against the account balance. If insurance costs increase, the number of months of coverage will decrease. This provision shall not act to reinstate an employee with sick leave benefits which were in any respect lost, used, or forfeited prior to the effective date of this plan.

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," personal leave shall be provided for employees as insurance against loss of income when an employee needs to be absent from work because of illness or injury, to care for a dependent, or for any other emergency or personal reason. Where the leave is not related to the employee's own illness or injury—or an event that qualifies under the FMLA—a personal leave request is subject to supervisory approval based on the operational

requirements of the City and any policies regarding the use of such leave adopted by the department in which the employee works.

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

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

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

3. Not later than October 31st in each calendar year, employees covered by Plan "B" may elect, by notifying their Personnel/Payroll Administrator in writing, to:
 - a. Convert any unused personal leave hours available at the end of the first pay period of November to a lump sum payment equal to the following: For each converted hour, the employee shall be paid 50 percent of the employee's hourly base wage rate in effect on date of conversion. In no event shall total pay hereunder exceed 40 hours pay, or
 - b. Carryover to the next plan year up to 80/120 (combat) unused personal leave hours, or
 - c. Convert a portion of unused personal leave hours, to a lump sum payment as provided in subparagraph (a) above and carry over a portion as provided in subparagraph (b) above.
4. Maximum Accrual. A maximum of 80 hours (120 combat)/5 shifts of personal leave may be carried over to the next plan year. Any personal leave hours unused at the end of the plan year in excess of 80 hours (120 combat)/5 shifts shall be converted to a lump sum payment as provided in subparagraph 3.a above.
5. Termination Benefits. At termination of employment for any reason, accumulated unused personal leave hours, minus any adjustment necessary after calculating the "prorated amount," shall be paid to the employee at 50 percent of the hourly base wage rate on date of termination for each unused hour. For purposes of this paragraph XI.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.
- b. Except in unforeseen circumstances, such as emergencies or the employees' inability to work due to their illness or accident, or an unforeseen FMLA-qualifying event, the employees must provide their supervisors with prior notice to allow time for the supervisors to make arrangements necessary to cover the employees' work.
- c. For leave due to unforeseen circumstances, the employees must give their supervisors as much prior notice as possible.

7. Bereavement Leave.

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

- c. In the event of death of a friend or a relative not listed above, said employee may be allowed to use personal leave or vacation for time off from scheduled working hours to attend the funeral or memorial service for such person. Such leave is subject to the approval of the staffing office or immediate supervisor.
8. Career Enhancement Leave, Plan "B." A Full-Time employee covered under this Plan "B" is eligible, after 15 years of full time service with the City, to be selected to receive up to two weeks of career enhancement leave. This one-time leave benefit could be used for formal training, informal course of study, job-related travel, internship, mentoring or other activity which could be of benefit to the City and the employee's career development. Selected employees shall receive their full regular salary during the leave. Request for this leave must be submitted in writing to the Fire Chief, stating the purpose of the request and how the leave is intended to benefit the City. The request must be approved by the Fire Chief and by the Human Resources Director who will review the request for compliance with the guidelines outlined here).
9. Retirement/Layoff (RL) Benefit, Plan "B."
- a. Full-Time employees currently covered under Plan "B" who were hired before November 16, 1997, and who elected in 1997 to be covered under Plan "B," shall have a retirement/layoff account (hereinafter referred to as an "RL account") equal to sixty percent of their accumulated unused sick leave hours available on November 16, 1997, minus any hours withdrawn from that account since it was established.
 - b. Full-Time employees who were hired before November 16, 1997 and who elected in 1998 to be covered under Plan "B," shall have an RL account equal to fifty percent of their accumulated unused sick leave hours available on November 14, 1998, minus any hours withdrawn after the account is established.
 - c. 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/layoff (RL) 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. Payment of the RL Account.
 - (1) All of the hours in the RL account shall be payable at retirement or layoff as follows: The employee shall be paid the employee's hourly rate of pay on date of termination or layoff for each hour in the employee's RL account.
 - (2) In the case of retirement only, in lieu of the above, employees may elect to convert the RL account payment as provided herein to hospital and surgical coverage. Such payment shall be subject to any state and federal income and social security tax withholding required by law. An employee's available RL account balance, computed by the

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

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

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

XII. MILITARY LEAVE AND JURY DUTY

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

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

XIII. INJURY LEAVE

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

XIV. ADDITIONAL LEAVES OF ABSENCE.

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

XV. INSURANCE

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

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

- B. The City will participate in the Nationwide Post Employment Health Plan, as adopted by the City by ordinance. Each year, the City will contribute ~~\$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 27th pay period.

XVI. WORKERS' COMPENSATION

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

XVII. LONG TERM DISABILITY COMPENSATION

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

XVIII. TRANSITIONAL DUTY.

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

XIX. SEPARATION FROM SERVICE

- A. Social Security Adopted. Exception. The City hereby adopts the provisions of the Federal Social Security system and applies and extends the benefits of the old age and survivor's insurance of the Social Security Act to employees, unless determined otherwise by the Mayor or unless required by State or Federal law.
- B. Retirement Programs. The City hereby adopts the Utah State Retirement System for providing retirement pensions to employees covered by the plan. The City may permit or require the participation of employees in its retirement program(s) under terms and conditions established by the Mayor and consistent with state law.. Such programs may include:
 - 1. The Utah Firefighters Retirement System
 - 2. Deferred Compensation Programs
 - 3. Retirement Incentive Programs
- C. The 20076-20087 fiscal year pension contribution rates for employees covered by this paragraph are shown in Appendix B.

D. Layoffs. In the event of layoffs, the Salt Lake City Civil Service Commission Rules and Regulations shall apply.

1. Employees who are subject to layoff because of lack of work or lack of funds shall be eligible to receive:
 - a. One hundred percent of their accumulated unused sick leave hours, if covered under paragraph XI.D. (Plan "A"); or
 - b. One hundred percent of their RL account if covered under paragraph XI.E (Plan "B").
 - c. Accrued unused personal leave at 50% of the employees' base hourly rate, if covered under paragraph XI.E (Plan "B").
2. Employees in appointed positions are not eligible for layoff benefits because they are "at will" employees.

E Separation From Employment Due to Resignations Or Otherwise

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

XX. RECOGNITION OF THE PROFESSIONAL EMPLOYEES COUNCIL

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

XXI. SENIORITY, PAY PREMIUMS, DIFFERENTIALS AND ALLOWANCES

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

XXII. AUTHORITY OF THE MAYOR

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

XXIII. APPROPRIATION OF FUNDS

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

