

# MEMORANDUM OF UNDERSTANDING

June 21, 2015 – July 1, 2018

**Salt Lake City Corporation**

**and the**

**International Association of Firefighters**

**Local 81**

**RECORDED**

**JUN 23 2015**

**CITY RECORDER**



**International Association of  
Firefighters**

**Local 81**

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**Memorandum of  
Understanding Salt Lake  
City Corporation And  
the  
International Association of Firefighters,  
Local 81**

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**MEMORANDUM OF UNDERSTANDING**

A MEMORANDUM OF UNDERSTANDING entered into this 23<sup>rd</sup> day of June, 2015, by SALT LAKE CITY CORPORATION ("the City") and Local 81 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS ("Local 81").

**RECITALS**

A. The City has recognized the value of collectively bargaining, with Local 81, the terms and conditions of employment for Non-Sworn, Firefighters, Specialists, Paramedics, and Fire Captains ("eligible employees") in the Salt Lake City Fire Department ("SLCFD") pursuant to the Collective Bargaining and Employee Representation Joint Resolution dated January 13, 2009 ("Resolution" included as Attachment 1). The Resolution identifies Local 81 as Local 1645, its designation at the time of its passage.

B. The City and Local 81 have negotiated and have reached agreement on the terms and conditions of eligible employees' employment for the period June 21, 2015 through July 1, 2018

C. The City and Local 81 recognize that this Memorandum of Understanding ("MOU"), does not modify the City's authority or obligations established by the Utah Constitution and Utah statutes.

D. The City and Local 81, recognizing that at times, increased benefits have been provided instead of wage increases, jointly desire to establish the wage structure, benefits, and employment conditions of eligible employees as required by the Resolution in order to promote the efficient operation of the SLCFD and to provide an appropriate method of handling and processing grievances.

E. The City and Local 81 agree that this MOU entirely replaces the Memorandum of Understanding between the parties effective June 24, 2012, as amended.

**AGREEMENT**

NOW, THEREFORE, the City and Local 81 agree to the following:

**ARTICLE 1 - AUTHORITY**

The Resolution authorizes the City and Local 81 to negotiate an MOU to provide fair compensation for eligible employees, to prevent work interruptions, to promote efficient operations of the City, to promote safe operations in the SLCFD, and to provide an orderly and prompt method of handling grievances.

## **ARTICLE 2 - RECOGNITION**

The City recognizes Local 81 as the exclusive bargaining agent for full-time eligible employees in the SLCFD for the purpose of negotiating their wages, hours, and other conditions of employment.

## **ARTICLE 3 - RIGHTS AND OBLIGATIONS**

### **A. *Management Rights and Declaration***

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

SLCFD is committed to apply NFPA 1710, OSHA and applicable Standard of Cover guidelines related to the safe and effective response to emergency scenes and will evaluate and improve service delivery within Salt Lake City with these standards in mind.

### **B. *No Strike Clause***

Local 81 and eligible employees in the SLCFD are prohibited from promoting, sponsoring, engaging in or encouraging, directly or indirectly, any strike, slowdown, interruption of operations, absence from work upon any pretext or excuse, sickout, withholding of services, interference with services provided by the City, or any other interruption of the City's operations and Local 81 will use its best efforts to encourage all employees covered by this MOU to comply with this section.

### **C. *No Lockout Clause***

The City will not lock out any eligible employees during the MOU's term.

### **D. *Employee Rights***

Eligible employees have the right to join and participate in Local 81's activities for representation purposes or to refuse to join or participate in Local 81's activities.

Eligible employees also have the right to represent themselves individually in their employment relations with the City. Local 81 agrees it will not restrain or coerce any eligible employee from exercising their rights. The City and Local 81 agree they will not discriminate against any eligible employee based upon membership or non-membership in Local 81.

Except in an emergency declared pursuant to State or City law, no eligible employee will be required to perform law enforcement duties, except for arson investigations and fire prevention duties, or any other duty or work normally performed by another City department.

***E. Local 81 Rights***

Local 81 has the right to present its views to the City either in written or oral form.

***F. Local 81 Business***

Local 81 business such as soliciting membership, collecting dues, electing officers, membership meetings, observing grievance proceedings and posting and distributing literature will be conducted on an eligible employee's personal time and will not interfere with SLCFD operations, except as follows:

- Elected Local 81 officers will be allowed a reasonable period during working hours to attend Local 81 meetings or participate in other Local 81 business as necessary.
- The officer will provide the Chief or designee notice as soon as possible, but not less than twenty-four (24) hours in advance of such meeting.
- Eligible employees designated as official delegates to Local 81 conferences and conventions will receive paid time off to attend conferences and conventions.
- This time off will not exceed more than two (2) employees per shift or more than a total of twenty-eight (28) working shifts (or additional shifts as approved by the Fire Chief or designee) per year of the aggregate of all such eligible employees. Four (4) of these working shifts shall be for the use of an eligible employee serving on the Board of Directors of the Professional Fire Fighters of Utah ("PFFU") to conduct business related to the activities of the PFFU.
- Local 81's President will notify the Chief or designee of any request to attend a conference as soon as possible, but no less than thirty (30) days prior to the conference.
- The eligible employee involved will receive permission before attending the conference. Time off under this clause will not be counted as time worked for the purpose of computing overtime.
- SLCFD agrees to provide Local 81's President a reasonable amount of time to assist in the administration of the MOU.

***G. Dues Deduction***

The City agrees to deduct Local 81 membership dues from an employee's pay when the employee makes a written request and forward all collected dues to the Local 81 on a monthly basis. The City also agrees it will stop making deductions upon an employee's request. The City will notify Local 81 of any request.

Local 81 will notify the City of any change to the membership dues thirty (30) days before the effective date.

## **ARTICLE 4 - REPRESENTATION**

### **A. *Local 81's Representation Rights and Obligations***

1. Local 81 agrees to represent in good faith eligible employees' interests in the SLCFD without discrimination and without regard to membership in the Local 81. Local 81 has the right to determine the method and means of its eligible employees' representation.
2. No Employee shall be represented in their employment relations with the City by an agent or representative of a competing employee organization other than Local 81.
3. SLCFD will provide Local 81's representatives, upon proper notification to their immediate supervisors, a reasonable opportunity during working hours to investigate and resolve grievances. The Fire Chief or designee must approve any time for these activities beyond two (2) hours per week. Local 81 representatives will be held to the same standard of confidentiality in these matters as the City. Any discussion among Local 81 representative, the employee, and the City concerning settlement of items grieved will be privileged matters and may not be used for any other purpose by either party.
4. Local 81 representatives may not delay, interfere with, or otherwise obstruct any City investigation conducted in compliance with the terms and conditions of this MOU.
5. Local 81 may represent a Separated Employee in the process provided for in Article 26.

### **B. *Eligible Employee Representation Rights***

1. An eligible employee may be accompanied and assisted by a representative when subject to an investigative interview or pre-determination hearing as provided for in Article 16, Procedural Rights. The representative may not be a person subject to the same investigation.
2. An eligible employee's right to representation does not apply to regular employee evaluations.
3. An eligible employee's right to representation does not apply to an inquiry, coaching, instruction, or direction given to an eligible employee by his or her immediate supervisor regardless of whether the action is documented or undocumented.
4. An eligible employee may be accompanied and assisted by a representative during any stage of the grievance process.
5. SLCFD will grant an eligible employee a reasonable amount of time to obtain representation before any disciplinary investigation without threat of discipline or other adverse employment action.



## ARTICLE 5 - WAGE SCHEDULE AND LONGEVITY

### A. *Wages*

The Department will classify employees for purposes of compensation as one of the following:

- A Non-Sworn eligible employee such as an inspector, instructor, or an education specialist.
- Firefighter-EMT.
- Firefighter-Specialist (i.e. Engineer; Haz-mat Tech; ARFF; Heavy Rescue Tech; Inspector, Investigator, Public Education Specialist, Swift Water Rescue Tech, AV Specialist, SCBA Tech, EMT Coordinator, Instructor or other Firefighter-Specialists as approved by the department Chief).
- Firefighter-Paramedic.
- Fire Captain.

The City and Local 81 agree the City will use two rates of pay, either Operations Rate or a Support Rate, to compensate eligible employees. The hourly Operations Rate will be computed based upon a fifty-six (56) hour work week. The hourly Support Rate shall be computed based upon a forty (40) hour work week.

For July 5, 2015 to July 2, 2016, all eligible employee pay rates will be based upon the rate of pay for Firefighter-EMT ("Firefighter Rate") and determined by the completion of requirements and years of completed service with the City. Firefighter-Specialists will be paid the Firefighter-EMT wage rate plus seven percent (7%). Firefighter-Paramedics will be paid the Firefighter-EMT wage rate plus 15.47%. Non-Sworn eligible employees will be paid on the same schedule at a rate of ninety-five percent (95%) of the Firefighter-EMT wage rate.

The top Captains pay rate will be the top Firefighter-EMT wage rate plus 30.92%. Captains will be paid at 91.57% of this top wage rate for the first six months after promotion and one-hundred percent of this top Captain's wage rate thereafter.

The wage rates are summarized in the pay schedule attached hereto as Appendix A. The rate of pay will be determined by years of completed service with the Department (except in the case of the year one pay rate which will require the completion of probation or completion of one year of service, whichever occurs later, and the year two pay rate which requires the completion of his or her apprenticeship or two years of service, whichever occurs later). An eligible employee may subsequently move to a higher pay rate during the effective dates of the wage schedule in the event that the passage of his or her anniversary date results in the eligible employee completing the requisite number of completed years of service.

It is the City and Local 81's intent and desire that this new structure represents the first phase in achieving a pay structure that accomplishes the following: further reductions in the number of years to reach the top rate of pay; additional consolidation of the number of increases over the course of an eligible employee's career; and, development of objective minimum performance requirements to achieve salary increases. The City and Union agree to continue the negotiation of these issues in subsequent fiscal years, subject to mutual agreement and appropriation of necessary funds to accomplish these long-term goals.

The City and Local 81 agree to reopen this MOU for fiscal years 2017 and 2018 solely to negotiate the wage schedule.

**B. *Certifications***

Except as otherwise noted, Certification as used in this Section shall mean that an eligible employee has taken the necessary training and/or testing and holds and maintains a certification in the following areas: Engineer, Haz-Mat, ARFF, Heavy Rescue, Swift Water Rescue, Inspector, and Investigator.

1. Eligible employees will receive an additional fifty dollars (\$50) each month if they hold all of the applicable Certifications necessary for and are regularly assigned to the following bid positions (or in the event the Department determines that an eligible employee's bid position requires multiple certifications):

Heavy Rescue Team:

- Firefighter-Paramedics not to exceed 3 per platoon
- Firefighter-Engineers not to exceed 2 per platoon
- Captains not to exceed 2 per platoon

Haz-Mat Team:

- Firefighter-Engineers not to exceed 2 per platoon
- Captains not to exceed 2 per platoon

Swift Water Rescue:

- Firefighter-Paramedics not to exceed 3 per platoon
- Firefighter-Engineer not to exceed 1 per platoon
- Captain not to exceed 1 per platoon

ARFF:

- Firefighter-Paramedics not to exceed 3 per platoon
- Captains not to exceed 3 per platoon



2. Eligible employees who do not hold a bid position as provided for in Subsection 1 above but who obtain and maintain a Certification, will receive the following:

- An eligible employee classified as a Firefighter-EMT or Firefighter-Paramedic shall be paid an additional twenty-five (\$25) per month per Certification, with a maximum of two additional paid Certifications.
- An eligible employee classified as a Firefighter-Specialist shall be paid an additional twenty-five (\$25) per month per additional Certification beyond that required for the eligible employee's classification, with a maximum of one additional paid Certification. A Paramedic certification will be included in the definition of Certification for those classified as Firefighter-EMTs and Firefighter-Specialists.
- An eligible employee promoted to Captain shall be paid an additional twenty-five (\$25) per month for the following Certifications only: Haz-Mat, ARFF, Heavy Rescue, Swift Water Rescue, Inspector, and Investigator; with a maximum of one additional paid Certification.

**C. *Longevity***

Eligible employees will receive longevity pay based upon continuous years of service with the City. Eligible employees who have completed six (6) continuous years of City employment will receive a monthly longevity benefit of \$50 per month; eligible employees who have completed ten (10) continuous years of City employment will receive \$75 per month; eligible employees who have completed sixteen (16) continuous years of City employment will receive \$100 per month; and eligible employees who have completed 20 continuous years of City employment will receive \$125 per month.

Longevity pay is in addition to the wages stated in the pay schedule. Longevity pay will be included in the calculation of base pay for purposes of pension contributions.

**D. *Overtime***

An eligible employee who is regularly assigned to an Operations crew will receive the Operations Rate of pay, except that a firefighter regularly assigned to an Operations crew will receive a premium overtime rate of one and one-half the Support rate of pay for all work performed outside of any Operations crew shift. Operations crew shift work includes all work performed by an eligible employee during a shift period but does not include holdover work performed immediately after the conclusion of an eligible employee's Operations crew shift. When an eligible employee is required to hold over at the conclusion of an Operations crew shift, the eligible employee will receive a premium overtime rate twice the Operations rate of pay for all holdover work.

For an eligible employee who is regularly assigned to work other than an Operations crew ("Support work"), the eligible employees will receive the Support Rate of pay, except that an eligible employee regularly assigned to Support work will receive one and one-half the Operations Rate when the eligible employee works all or part of an Operations crew shift. If a Support work employee works all or part of an Operations crew shift and is required to hold over at the conclusion of the Operations crew shift, the eligible employee will receive a premium overtime rate twice the Operations rate of pay for all hold over work.

***E. Support Differential***

An eligible employee designated by the Department as a Firefighter-EMT, Firefighter-Specialist, Firefighter-Paramedic, or Captain that is regularly assigned Support work will receive, for hours worked in Support, a differential wage increase equal to two percent (2%) of the employee's designated wage rate.

**ARTICLE 6 - HOURS OF SERVICE AND OVERTIME**

***A. Hours of Service***

The Fire Chief or designee may require an eligible employee to perform work beyond the eligible employee's regularly scheduled duties. Whenever possible, SLCFD will solicit volunteers for overtime work. Forty hours within a seven-day week shall constitute a normal work period for all eligible employees, except eligible employees assigned to the Operations Division. Two (2) consecutive 24 hour shifts shall constitute a normal work period for eligible employees regularly assigned to the Operations Division.

***B. Exchange of Time***

Eligible employees may exchange time in accordance with provisions outlined in the Fair Labor Standards Act (substitution of work scheduled) when the exchange does not interfere with SLCFD operations and with the approval of the eligible employees' supervisor. An exchange may be denied if the proposed exchange would impair one of the eligible employee's training and proficiency responsibilities.

***C. Overtime Compensation***

Eligible employees shall be paid overtime compensation as required by the Fair Labor Standards Act and as enhanced by this MOU. In determining "hours worked" for purposes of identifying overtime work performed, eligible employees and SLCFD shall record an employee's exact time worked in minutes, if practical, or time worked to the nearest 15 minutes. Each eligible employee shall verify that the recorded time accurately reflects the actual time worked.

An eligible employee required to perform authorized overtime work shall be compensated by pay at one and one-half the applicable rate.

**D.     *Standby /On-Call***

Appropriate SLCFD officers may require eligible employees to keep themselves immediately available for City service during otherwise off-duty hours. Such employees shall receive the following compensation: Eligible employees shall be compensated one (1) hour of straight-time pay for each twenty-four (24) hours or significant portion thereof for being immediately available. This compensation shall be in addition to any callback pay or pay for time worked the eligible employee may receive during the standby/on-call period. The City and Local 81 understand that standby/on-call compensation under this paragraph will not be counted as time worked for purposes of overtime compensation but will be added to the eligible employee's regular rate of pay when calculating any overtime compensation.

**E.     *Callback***

Eligible employees who are directed to report to work during their scheduled off-duty time or while on standby and who arrive at a fire station, incident scene, or place of assignment shall be compensated with a minimum of four (4) hours' pay.

Eligible employees who are directed to report to work during their off-duty scheduled time or while on stand-by and who are cancelled prior to arrival at a fire station, incident scene, or place of assignment shall be compensated with a minimum of one (1) hour's pay.

In those cases where an eligible employee is not directed to report to work (to a station or to an incident scene) but is required to perform City work at home (including telephone advice) or at another location, the eligible employee shall be paid only for time worked. The eligible employee shall receive overtime compensation, based upon the total hours in the designated pay period as provided for in the Fair Labor Standards Act, for time worked on callback duty.

Eligible employees will be paid at the Support rate of pay whether such call back is for Support work or for work on an operations shift.

**F.     *Additional Support Work***

The City and Local 81 agree that eligible employees in Support who volunteer for work beyond their regularly scheduled work assignments do not qualify for Callback under Subsection E. However, in the event such voluntary additional work involves returning to work, rather than extending a shift, the voluntary additional work shall be subject to a guaranteed two (2) hours paid at the applicable FLSA pay rate for hours actually worked and the remainder, if any, paid at straight-time.

**G. *Temporary Assignments***

Eligible employees may be temporarily assigned to perform duties not normally assigned to their current position. Upon expiration of such temporary assignment, the eligible employee shall be restored to the position occupied at the time such temporary assignment was made. In making the temporary assignments described in this paragraph, assignments shall be provided, if practical, by the station officer, following notification of the appropriate battalion chief, from the available firefighters on duty and available for that assignment at that station. Any eligible employee who is assigned to work out of classification must be a journey level firefighter. When this assignment is not made as described above, the Fire Chief or designee will make temporary assignments giving consideration to station location, certification, and the staffing needs of SLCFD.

Any eligible employee assigned to perform duties normally assigned to others within the group of eligible employees, Acting Out of Class, will be paid a differential equal to a rate of One Dollar and Fifty Cents (\$1.50) per hour for each hour worked.

Any eligible employee assigned to perform duties normally assigned to a supervisory/managerial position outside of the normal duties of those in the same rank in the Operations Division, In Charge, will be paid a differential equal to a rate of Two Dollars (\$2.00) per hour for each hour worked.

Any eligible employee not assigned to the Operations Division, who is assigned to perform duties normally assigned to a supervisory/managerial position not in the Operations Division, In Charge, will be paid a differential equal to a rate of Two Dollars (\$2.00) per hour for each hour worked. An eligible employee required to work out of his or her job classification in a supervisory or managerial position not assigned to Operations Division will receive an additional Two Dollars (\$2.00) per hour for each working day or shift. Attempts to avoid the intent of this paragraph shall be discouraged.

Captains do not qualify for temporary assignment unless assigned to the position of Battalion Chief/Division Chief in which case they would receive an additional Two Dollars (\$2.00) per hour for each hour worked.

## ARTICLE 7 - HOLIDAYS

### A. *Holidays Specified*

The following days shall be recognized and observed as holidays for all full-time eligible employees not assigned to the Operations Division:

1. New Year's Day (January 1)
2. Martin Luther King, Jr., Day (the third Monday of January)
3. Presidents' Day (the third Monday of February)
4. Memorial Day (the last Monday of May)
5. Independence Day (July 4)
6. Pioneer Day (July 24)
7. Labor Day (the first Monday of September)
8. Veterans' Day (November 11)
9. Thanksgiving Day (the fourth Thursday of November)
10. Day after Thanksgiving
11. Christmas Day (December 25)
12. One personal holiday may be taken upon request of the eligible employee regularly assigned to day work at the Fire Chief's discretion. Eligible employees are eligible for this holiday only after satisfactorily completing their initial probationary period.

Eligible employees of the Operations Division, in lieu of days off for the preceding enumerated holidays, shall be granted six (6) on-duty shifts (144 hours) off per year, to be taken at such times as approved by the Fire Chief.

### B. *Alternative and Additional Holidays for Support Division*

When any holiday listed above falls on Sunday, the following business day shall be considered a holiday. When any holiday listed above falls on Saturday, the preceding business day shall be considered a holiday. When any holiday listed above falls on a weekday that is not a regularly scheduled workday for an employee, the holiday will be observed on the preceding or following regular work day, whichever is closest in time to the holiday listed above. An eligible employee may move a designated holiday and observe it on any day within the pay period in which the designated holiday falls upon request to and express approval by the employee's Division Chief.

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

### C. *Work Required on Holiday for Support Division*

In the event an eligible employee in the Support Division is required by the Department to work on a day designated as a holiday, the eligible employee will be compensated at the rate of one-and-one-half (1½) times the employee's wage rate for hours actually worked on said holiday.

**D. *Holiday Payout upon Separation***

When eligible employees retire or leave City employment for any reason, the City shall compensate them for any holiday time earned and unused. For the purposes of calculating a holiday payout upon separation, eligible employees in Operations shall be credited with earning holidays on a pro-rata basis of 12 hours per month of time worked in the calendar year in which the separation occurs, less holidays previously used.

**ARTICLE 8 - VACATIONS**

**A. *Vacation Authorized/Use of Vacation***

1. Eligible employees shall be entitled to receive their regular wages during vacation periods earned and taken in accordance with the provisions of this article.
2. Vacation is continuously accrued in hours but is taken in the next calendar year in increments of shifts (for those on Operational Duty) and days (for those on Support Duty).
3. The term "Support," as used herein, shall mean eight or ten hour days. Eligible employees working Support Duty who use a vacation day in lieu of a regularly scheduled work day shall have the number of hours for the regularly scheduled work day subtracted from the total amount of accrued vacation hours.
4. In the event vacation hours need to be converted from Operational Duty to Support Duty, they shall be converted at a ratio of 3:2 (i.e. twenty four (24) hours of Operational Duty vacation shall equal sixteen (16) hours of Support Duty vacation) and vice-versa.

**B. *Vacation Accumulation Schedule***

1. Eligible employees shall accrue vacation based upon years of service as follows:

Years of Service	Hours per bi-weekly pay period	
	Support Duty	Operations Duty
0 to end of year 3	3.69	5.54
4 to 6	4.31	6.47
7 to 9	4.92	7.38
10 to 12	5.54	8.31
13 to 15	6.15	9.23
16 to 19	6.77	10.15
20 or more	7.69	11.53

2. Eligible employees who have completed less than one (1) continuous year of service with the City will have available to them, in the next calendar year, the number of full shifts (or days) of vacation earned prior to December 31<sup>st</sup> and shall receive payment for all vacation accrued in excess of the full shifts (or days) based upon their regular rate of pay (i.e. an eligible employee with less than one (1) continuous year of service with the City who has accrued fifty two (52) hours of Operational Duty vacation prior to December 31<sup>st</sup> will have available to them, in the next calendar year, two (2) shifts and will be paid the remaining four (4) hours at his or her regular rate of pay). However, such available vacation may not be taken until an eligible employee has completed his or her probationary period.
3. All other eligible employees will have available to them, in the next calendar year, the following number of shifts or hours based upon the years of continuous service with the City:

Number of Continuous Years of Service With City	Vacation	
	Support (in hours)	Operations (in shifts)
1-3	96	6
4-6	112	7
7-9	128	8
10-12	144	9
13-14	160	10
15-19	176	11
20	200	12.5

### ***C. Rules for Taking Vacation***

The Fire Chief shall conduct an annual vacation draw prior to November 15<sup>th</sup> of each year. Annual vacation periods may be divided into two or more separate periods as are deemed necessary by the Fire Chief or as requested by the eligible employee and approved by the Fire Chief or designee.

Upon approval by the Fire Chief or designee, eligible employees may accumulate vacation (including both earned vacation and sick leave conversion time) according to the length of their full-time continuous years of employment with the City up to the following maximum limits:

- After 6 months: up to 15 shifts (30 days);
- After 9 years: up to 17.5 shifts (35 days);
- After 14 years: up to 20 shifts (40 days).



Any vacation earned or accrued beyond said maximum shall be deemed forfeited on December 31 of each calendar year. However, the foregoing and notwithstanding for good cause shown prior to a forfeiture date, the Fire Chief or designee may allow an eligible employee to accumulate vacation time up to an additional maximum two and a half (2.5) shifts (five (5) day) period to be used within one year from the date permission for such extension was granted.

Except in cases of FMLA-qualifying events, accumulated vacation can only be used with permission of the Fire Chief or designee.

Except upon separation or purchase as provided in Sections D, no eligible employee shall be entitled to be paid for vacation earned but not taken.

***D. Vacation Benefits upon Separation***

- When eligible employees retire or leave City employment for any reason, they shall be entitled to be paid for:
- All earned vacation time accrued, unused, un-forfeited and forwarded from previous years, plus;
- All vacation accrued, un-forfeited and unused for the year of employment during which the termination shall occur.

For purposes of calculating this vacation benefit on separation, the City shall convert the accrued vacation of eligible employees who are assigned to Operations from the Operations rate to the Support Rate.

## ARTICLE 9 (PLAN "A" ONLY) SICK LEAVE AND HOSPITALIZATION BENEFITS

The following apply to those eligible employees who are on Plan "A" during the term of this Memorandum:

### **A. Sick Leave Policy and Procedures**

1. Sick leave shall be provided to all full-time eligible employees only as insurance against loss of income when an eligible employee is unable to perform assigned duties because of illness or injury.
2. Eligible employees may use accrued sick leave for his or her doctor and/or dentist appointments. This leave must be taken in at least one-hour time blocks and may only be used upon prior approval of the eligible employee's supervisor.
3. Each eligible employee shall be entitled to 120 hours of sick leave each calendar year except members of the Operations Division who shall be entitled to 7.5 Operations shifts of sick leave each calendar year. The City shall credit eligible employee's sick leave account in a lump sum (120 hours or 7.5 shifts) during the first month of each calendar year.
4. Eligible employees who separate from the City for any reason prior to the end of the 12th month of the calendar year will have sick leave for the period prorated back to the City as follows:

Month	Support	Operations
January	120 hours	7.50 shifts
February	110 hours	6.88 shifts
March	100 hours	6.25 shifts
April	90 hours	5.63 shifts
May	80 hours	5.00 shifts
June	70 hours	4.38 shifts
July	60 hours	3.75 shifts
August	50 hours	3.13 shifts
September	40 hours	2.50 shifts
October	30 hours	1.88 shifts
November	20 hours	1.25 shift
December	10 hours	.63 shift

### **B. Accumulation of Sick Leave**

Authorized unused sick leave may be accumulated from year to year.

**C. Sick Leave Conversion to Vacation Time**

Any eligible employee in the Operations Division who has accumulated 15 Operations shifts under the provisions of Section B, or any eligible employee who regularly performs Support work, who has accumulated to their credit thirty 240 sick leave hours, may choose to convert a portion of the yearly sick leave granted for any given year to vacation, according to the following provisions:

<b>OPERATIONS</b>	
Number of Shifts Used* Prior to December 31 of the Current Calendar Year	Shifts Available for Conversion
0 hours(no shifts)	5 shifts
24 hours (1 shift)	4 shifts
48 hours (2 shifts)	3 shifts
72 hours (3 shifts)	2 shifts
96 hours (4 shifts)	1 shift
120 hours or more (5 or more shifts)	0 shifts

<b>SUPPORT</b>	
Number of Sick Leave Hours Used* Prior to December 31 of the Current Calendar Year	Sick Leave Days Available for Conversion
Zero hours	72 hours
0-8 hours	64 hours
8-16 hours	56 hours
16-24 hours	48 hours
24-32 hours	40 hours
Over 32 hours	0 hours

\*For the purposes of this section “Shifts Used” or “Hours Used” do not include time subtracted for the use of Dependent Leave pursuant to subsection K below.

Such converted sick leave shall be permitted as vacation to be used in addition to any other vacation awarded to an eligible employee. Converted sick leave shall be deemed taken prior to any other vacation time. The conversion of sick leave shall be subject to the requirements and limitations on accumulated vacation as stated in Article 8, Section C. Therefore, an eligible employee may draw the converted vacation in the current vacation draw (third draw) or convert the sick leave to accumulated vacation up to the maximums provided therein.

***D. Sick Leave Credit Forward***

Subject to subsection F below, the balance of the yearly sick leave not converted to vacation as provided for in Section C (hereinafter "Available Conversion Hours"), less the number used during that calendar year as sick leave, shall be carried forward as accumulated sick leave.

***E. Notification of Election***

An eligible employee's election to convert any sick leave to vacation time must be made in writing on the forms provided by the SLCFD. This written election shall be completed prior to or commensurate with the eligible employee's participation in the annual vacation draw for those working in Operations. For those working in Support, this written election shall be completed by October 31<sup>st</sup>.

If an eligible employee uses sick leave after he or she elects to convert, but before the end of the year, the amount of accumulated sick leave or converted vacation will be corrected.

***F. City Contribution***

The carry forward of yearly sick leave into accumulated sick leave shall be subject to the following limitations.

1. Those eligible employees who have fewer than 1000 (Operations) hours of accumulated sick leave, or the Support hour equivalent if applicable, may carry forward their Available Conversion Hours as accumulated sick leave to the extent such carry forward does not result in the eligible employee having in excess of 1000 (Operations) hours of accumulated sick leave, or the Support hour equivalent if applicable. Any Available Conversion Hours in excess of said amount shall be paid out pursuant to Subsection 3 below.
2. Those eligible employees who have 1000 (Operations) hours or more of accumulated sick leave, or the Support hour equivalent if applicable, may not carry forward their Available Conversion Hours and such hours shall be paid out pursuant to Subsection 3 below.
3. The City shall pay those hours required to be paid pursuant to Subsections 1 and 2 above by contributing to the Nationwide Post Employment Health Plan the value of the Available Conversion Hours. The value of this contribution shall be based on the wage schedule effective on December 31 of the subject year. Prior to the contribution, the City shall convert the Available Conversion Hours of eligible employees who are assigned to Operations from the Operations rate to the Support rate using the 3:2 ratio. This contribution shall be automatic and not subject to election by those eligible employees qualifying under this paragraph.

**G.     *Retirement Benefits***

Upon an eligible employee retiring between July 1 and December 31, the City will pay a contribution, in the amount of fifty percent (50%) of the cash value of the eligible employee's accumulated, unused sick leave, to the employee's Nationwide Post-Employment Health Plan account in accordance with the provisions and requirements of that Plan. The value of the sick leave will be calculated as stated above.

Upon an eligible employee retiring between January 1 and June 30, the City will pay to the eligible employee twenty-five percent (25%) of the cash value of the eligible employee's accumulated, unused sick leave. For all eligible employees, the value of the sick leave will be calculated using the hourly Support Rate of pay in effect on the eligible employee's last day of compensation prior to retirement. Sick leave accumulated as Operations hours will be converted to Support hours for the purposes of these calculations.

This provision shall not act to reinstate an eligible employee with sick leave benefits that were in any respect lost, used, or forfeited prior to the effective date of this MOU. Retirement benefits provided in this Section G are subject to appropriation of funds.

**H.     *Hospitalization***

1. Hospitalization leave shall be provided for an eligible employee under Plan "A," in addition to sick leave authorized as insurance against loss of income when an eligible employee is unable to perform assigned duties because of scheduled surgical procedures, urgent medical treatment, or hospital admission.
2. An eligible employee shall be entitled to 30 Support days (15 Operations shifts) of hospitalization leave each calendar year. Hospitalization leave shall not accumulate from year to year. An eligible employee may not convert hospitalization leave to vacation or any other leave nor may he or she convert hospitalization leave to any additional benefit at time of retirement.
3. An eligible employee who is unable to perform his or her duties during a shift due to preparations for (such as fasting, rest, or ingestion of medicine) or participation in a scheduled surgical procedure shall obtain permission of the staffing office or supervisor as applicable prior to the scheduled procedure. With approval, the eligible employee may report the absence from the affected shift as hospitalization leave.
4. An eligible employee who must receive urgent medical treatment at a hospital, emergency room, or acute care facility and who is unable to perform his or her duties during a shift due to urgent medical treatment may report the absence from the affected shift as hospitalization leave. The eligible employee is responsible to report the receipt of urgent medical treatment to the staffing office or supervisor as soon as practical. Herein urgent medical treatment includes at-home care directed by a physician immediately after the urgent medical treatment and within the affected shift.
5. An eligible employee who is admitted to a hospital for medical treatment so that he or she is unable to perform his or her duties may report the absence from duty as hospitalization leave.

6. Medical treatment consisting exclusively or primarily of post injury rehabilitation or therapy treatment, whether conducted in a hospital or other medical facility, shall not be counted as hospitalization leave.
7. An eligible employee requesting hospitalization leave under this section may be required to provide verification of treatment from a competent medical practitioner.

***I. Authorized Sick Leave and Hospital Benefits***

An eligible employee shall be entitled to receive sick leave or hospitalization leave benefits for illness or injuries arising out of or in the course of employment for an employer other than the City; provided, however, that as a condition of granting such leave, the City may require that it be subrogated to the eligible employee's rights of recovery against any person or organization associated with such injury. The City shall have the exclusive right to decide whether to require subrogation and/or seek recovery; provided, however, that full recovery by and reimbursement to the City of all its expenses associated with the eligible employee's injury, including medical and leave costs, shall have the effect of re-vesting with the eligible employee all sick leave and hospitalization leave entitlements used as the result of such injury. The eligible employee may petition the City Attorney's Office not to pursue legal action for damages against a third party; however, the decision to seek recovery rests solely with the City Attorney.

***J. Regular Salary to be Continued***

Each eligible employee who takes authorized sick leave or authorized hospitalization leave shall continue to receive his or her regular salary during their absence from work for the periods set forth in this Article.

***K. Dependent Leave***

1. An eligible employee may request Dependent Leave to care for the eligible employee's child, spouse, or parent who is ill or injured but may not have a serious health condition (non-FMLA-qualifying event).
2. The following provisions apply to the use of Dependent Leave:
  - a. Dependent Leave may be granted with pay on a straight-time basis.
  - b. The SLCFD may require an eligible employee to provide information about the need for Dependent Leave.
  - c. An eligible employee's sick leave shall be reduced by the number of days/shifts taken by an eligible employee as Dependent Leave under this paragraph.

***L. Career Incentive Leave***

Eligible employees, who have been in consecutive Full-Time employment with the City for more than twenty (20) years, and who have accumulated to their credit One Thousand (1,000) Operations hours or more sick leave hours, may make a one-time election to convert up to One Hundred Sixty (160) hours of sick leave into Eighty (80) hours of paid Career Incentive Leave. Career Incentive Leave must be taken prior to retirement. Sick leave hours converted to Career Incentive Leave will not be eligible for a cash payout upon termination or retirement even though the employee has unused Career Incentive Leave hours available. This leave can be used for any reason. Those employees working Support may compute their accumulated hours into Operations hours for the purpose of this Section using the 3:2 ratio.

***M. On-Duty Shifts for Personnel Defined***

For computation purposes of this article, the term "on-duty shift" for eligible employees of the Operations Division shall mean a 24-hour working day; benefits will be provided at the rate of 24 hours for each shift provided, i.e. 15 days of sick leave equals 7.5 scheduled working (24-hour shifts.) There is no expectation by the City that all sick leave use shall be in full-shift increments (8, 10, 12, or 24 hours). Sick leave may be used as needed in minimum one-hour blocks.

For eligible employees who regularly perform Support work, sick leave equals 120 hours.

In the event sick leave or vacation hours need to be converted from Operational to Support, they shall be converted at a ratio of 3:2 (i.e. twenty four (24) hours of Operational sick leave shall equal sixteen (16) hours of Support sick leave and vice-versa).

It is not the intent of this MOU to increase sick leave or vacation benefits as a result of the conversion to 24-hour work shifts.

***N. Long-Term Disability Compensation***

In addition to any state or federal disability plans, optional long-term disability is available to eligible employees who enroll in the City's long-term disability program.

The City, at its own expense, shall have the right and opportunity to require an eligible employee to obtain a medical examination when and as often as may be reasonably necessary to determine the eligible employee's continued eligibility. An eligible employee refusing such an examination shall be ineligible for the benefits provided by this paragraph.

Refusal to submit to treatment for disabilities while receiving benefits under the long-term disability program shall be grounds for termination of compensation specified hereunder.



When any injury for which compensation is payable under this long-term disability program shall be caused by the wrongful act or negligence of another person, the City may require an eligible employee claiming long-term disability compensation, to assign to the City any action for damage against such person.

If an eligible employee of the City becomes entitled to receive Workers Compensation as a result of suffering a City service-connected injury or illness of a type not compensated under the foregoing provisions of this section, such eligible employees shall be paid Workers Compensation as provided by law; provided however, that he or she may elect to use, during such disability, his or her accumulated sick leave credit and vacation time, in such increments that will, when added to his or her Workers Compensation payments allow the eligible employee to collect One Hundred percent (100%) of his or her net wage or salary; and provided further, that satisfactory evidence of such election shall be transmitted by said eligible employee to Human Resources prior to payment.

For purposes of this provision, "net wage or salary" shall mean gross compensation less federal and state income tax and FICA withholding. In no event shall an eligible employee collect more than One Hundred percent (100%) of his or her net wage or salary.

## ARTICLE 9 (“PLAN B” ONLY) – PERSONAL LEAVE

The following apply only to those eligible employees who are on Plan “B” during the term of this Memorandum:

### **A. *Paid Personal Leave***

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

An eligible employee shall be awarded his or her personal leave on:

- 2015: November 8, 2015 first date of available use December 6, 2015
- 2016: November 6, 2016 first date of available use December 4, 2016
- 2017: November 5, 2017 first date of available use December 3, 2017

In each calendar year, paid personal leave hours based on the following schedule:

Months of Consecutive City Service	Hours or Shifts of Personal Leave
Less than 6	40 Support hours for personnel who regularly perform Support work or 2.5 Operations shifts for Operations personnel
More than 6, less than 24	60 Support hours for personnel who regularly perform Support work or 4 Operations shifts for Operations personnel
24 or more	80 Support hours for personnel who regularly perform Support work or 5 Operations shifts for Operations personnel

New eligible employees hired between the beginning of the plan year through April will receive forty (40) Support hours or two and one half (2.5) Operations shifts of leave time. Those hired between May and November will receive twenty four (24) Support hours or one and one half (1.5) Operations shifts. Any eligible employee hired between November 1 and the end of the plan year will receive eight (8) Support hours or one-half Operations shift.

**B. *City Contribution***

Eligible employees may not carry over more than one hundred and twelve (112) Support hours or seven (7) Operations shifts of personal leave to the next plan year, which begins the second pay period of November. For any personal leave unused by an eligible employee in excess of one hundred and twelve (112) Support hours or seven (7) Operations shifts for Operations personnel on that date, the City shall contribute a maximum of eighty (80) Support hours or five (5) Operations shifts for Operations personnel of the unused personal leave to the Nationwide Post Employment Health Plan. The value of this contribution shall be based on the wage schedule at the end of the plan year. Prior to contribution, the City shall convert the unused personal leave hours for eligible employees assigned to Operations from the Operations rate to the Support rate using the 3:2 ratio. This contribution shall not be subject to election by the eligible employee.

**C. *Carry Over of Personal Leave***

Any eligible employee's personal leave hours not contributed according to Section B above shall carry over to the next plan year. Prior to the end of the plan year, during annual vacation draw (third draw), eligible employees may draw up to four personal leave shifts. Personal leave shifts drawn at vacation draw shall be considered used time for purposes of determining available unused personal leave hours at the end of the plan year.

**D. *Conditions of Use of Paid Personal Leave***

Based upon the need to operate at acceptable staffing levels, and to maintain the safety of the public and SLCFD personnel, the following conditions on use apply:

1. Minimum use of paid personal leave is in one (1) hour increments and must be approved by the eligible employee's Station Captain, immediate supervisor, or staffing office.
2. In situations where paid personal leave is used for illness, dependent or funeral leave, notice should be given as soon as possible but in no case less than one (1) hour prior to shift change except in unforeseen or extraordinary circumstances, such as emergency or accident, in which case the eligible employee must provide as much notice as reasonably possible.

**E. *Career Enhancement Leave***

Eligible employees who have completed fifteen (15) years of full-time service with the City are eligible to be selected to receive a one-time career enhancement leave of up to two weeks. This leave could be used for formal training, informal course of study, job related travel, internship, mentoring or other activity which could be of benefit to the City and the employee's career development. Selected employees shall receive their full regular wages during the leave. Requests for this leave must be submitted in writing to the Fire Chief, stating the purpose of the request and how the leave is intended to benefit the City. The Fire Chief then must approve the request.

***F. Retirement/Layoff (RL) Benefit***

Eligible employees who have converted from Plan "A" to Plan "B" shall continue to maintain their RL account in the amount of the converted hours less any hours withdrawn from such accounts since they were established.

City agrees to open a conversion window from September 1, 2015 to October 15, 2015 for eligible employees who remain in Plan "A" to convert to Plan "B". Upon conversion, such employees shall have a RL account equal to fifty percent (50%) of their accumulated, unused sick leave hours available on the date of conversion, minus any hours withdrawn after the account is established.

***G. Payment of the RL Account***

1. All of the hours in the RL account shall be payable at layoff as follows: The eligible employee shall be paid his/her hourly rate of pay on date of termination for each hour in the eligible employee's RL account.
2. Upon an eligible employee retiring between July 1 and December 31, the City will pay a contribution, in the amount of the cash value of the eligible employee's RL account, to the employee's Nationwide Post-Employment Health Plan account in accordance with the provisions and requirements of that Plan. The value of the RL account will be calculated as stated above.
3. Upon an eligible employee retiring between January 1 and June 30-, the City will pay to the eligible employee the cash value of the eligible employee's RL account. The value of that contribution will be calculated using the hourly Support Rate of pay on the eligible employee's last day worked prior to retirement. Should such hours have been placed into and maintained in the RL account as Operations hours, they shall be converted to Support hours using the ratio provided for herein.
4. Hours may be withdrawn from the RL account for emergencies after personal leave hours are exhausted, and with approval of the eligible employee's appropriate Battalion Chief. Approval shall not be unreasonably denied. It is understood that hours used from the RL account shall be governed by the same rules of usage that are applied to sick leave hours. RL account hours may also be used as a supplement to Workers Compensation benefits which, when added to the eligible employee's Workers Compensation benefits, equals the eligible employee's regular net salary. The eligible employee must make an election in writing to the Director of Management Services to use RL account hours to supplement Workers' Compensation benefits.

***H. Short Term Disability Insurance***

Protection against loss of income when an eligible employee is absent from work due to short term disability shall be provided to employees covered under Plan "B" through short term disability insurance (SDI). There shall be no cost to the eligible employee for shall be administered in accordance with the terms determined by the City.

The City will seek recommendations from its benefits committee. As one of the conditions of receiving SDI, the eligible employee may be required to submit to a medical examination. The agreement between the City and Third Party Administrator of the SDI program will be available for review in the City's InfoBase and at the Human Resource Management Office. At the request and agreement of the eligible employee, the City may provide temporary light duty assignments to eligible employees on SDI, provided a light duty assignment is available, and the eligible employee provides proper medical releases.

***I. Termination Benefits***

At termination of an eligible employee for any reason, the City shall contribute the value of accumulated unused personal leave hours, in excess of eighty (80) Support hours or five (5) Operations shifts of personnel of personal leave to the Nationwide Post Employment Health Plan as required by this Article. Any remaining accumulated unused personal leave minus any adjustment necessary after calculating the "prorated amount," shall be paid to the employee at fifty (50) percent of the hourly base wage rate on the date of termination for each unused hour subject to appropriations of funds. For purposes of this subparagraph, "prorated amount" shall mean the amount of personal leave credited at the beginning of the plan year, multiplied by the ratio of the number of months worked in the plan year (rounded to the end of the month which includes the date of separation) to twelve (12) months. If the eligible employee, at the time of separation, has used personal leave in excess of the prorated amount, the value of the excess amount shall be reimbursed to the City and may be deducted from the eligible employee's final paycheck.

## ARTICLE 10 (PLAN "A" & PLAN "B") - LEAVES OF ABSENCE

Full-time eligible employees shall be eligible for leaves of absence under the following circumstances:

### **A. *Bereavement Leave***

Bereavement Leave may be approved by the Fire Chief or designee for the death of persons who stood in loco parentis for the eligible employee or eligible employee's spouse.

The provisions of Bereavement Leave shall not be applicable to eligible employees who are on an unpaid leave of absence.

1. Time off with pay will be granted a full-time eligible employee who suffers, or whose spouse suffers, the loss of an immediate family member (defined as a spouse, domestic partner, adult designee, child, brother, sister, parent, grandparent, or grandchild, or the equivalent relationship established through marriage, i.e. "step" relations). In the event of death in any of these instances, an eligible employee will be paid his/her regular pay for five (5) consecutive days or two (2) Operations shifts of scheduled work time including the time of death or including the memorial service. Satisfactory proof of such death, together with the date thereof and the date and location of the memorial service, must be furnished by eligible employees to the Fire Chief or designee upon request.
2. In the event of death of relatives other than those enumerated in Paragraph A, Section 1 above, an eligible employee will be paid for time off from scheduled working hours while attending the funeral services for such person, not to exceed one Support shift of eight (8), ten (10), or twelve (12) hours or one Operations shift of twenty-four (24) hours.
3. In the event of death of friends, an eligible employee may exchange time under existing rules, be granted available time off, or take time off without pay while attending the funeral services for such persons, not to exceed four (4) hours subject to the approval of their immediate supervisor.
4. In the event the death of any member of the immediate family occurs while an eligible employee is on vacation, his or her vacation will be extended by the amount of time authorized as funeral leave.

### **B. *Family Medical Leave Act (FMLA)***

Benefits in this article continue income to eligible employees during absence due to illness, accident, or personal reasons. Some of these absences may qualify under the Family and Medical Leave Act (FMLA). This is a federal law that provides up to 12 weeks of unpaid leave each year and protects jobs and health care benefits for eligible employees who need to be off work for certain "family and medical" reasons. Eligible employees may access a complete copy of the City's FMLA policy on the City's intranet or may request a copy from the City's Division of Human Resource. The City requires all eligible employees using FMLA leave to exhaust their paid leave allotments for FMLA-qualifying events prior to taking FMLA leave unpaid. The paid leave parameters are defined in this MOU.

**C. *Eligible Employees who enter Military Service***

Eligible employees who enter the active service of the Utah State National Guard or in the service of a uniformed services of the United States, including the United States Army, United States Navy, United States Marine Corps, United States Air Force, commissioned corps of the National Oceanic and Atmospheric Administration, or the commissioned corps of the Public Health Service, shall be entitled to be absent from their duties and service with the City, without pay, as required by the state and federal laws. Military leave shall be consistent with the federal Uniform Services Employment and Reemployment Act and according to Utah code.

**D. *Pay while on Military Leave***

Eligible employees who are or shall become members of the organized reserves of the United States Army, Navy, Air Force, Coast Guard, and Marines or any unit of the Utah National Guard shall be allowed full pay for all time not in excess of fifteen (15) continuous calendar days (7.5 Operations shifts) per year spent on military active duty in connection with the requirements of the Service. This leave shall be in addition to annual vacation leave with pay.

An eligible employee claiming a military benefit must provide documentation to the City demonstrating the duty.

An eligible employee may carry over no more than 7.5 Operations shifts (or 15 Support days) of military leave each calendar year, not to exceed fifteen (15) Operations shifts (or 30 Support days) at any one time. An eligible employee will not receive any compensation for unused military leave upon separation or retirement from the City.

**E. *Leave for Jury Duty***

All eligible employees shall receive their regular wages for any scheduled work missed due to jury service. Any City compensated time spent in jury service shall be counted as time worked for purposes of the FLSA. In addition, eligible employees are entitled to receive and retain statutory juror's fees paid for jury service in State and Federal Courts subject this Article. No reduction in an eligible employee's wages shall be made for absence from scheduled work period resulting from such jury service. On those days that an eligible employee is required to report for jury service and is thereafter excused from such service during their regular working hours for the City, he/she shall forthwith return to and carry on his/ her regular City employment. Failure to return to work shall result in disciplinary action and forfeiture of that day's pay for such eligible employee. Eligible employees are required to give their supervisors as much advanced notification as possible regarding jury duty that may require them to be absent from scheduled work.



***F. Subpoena Duty***

If an eligible employee during their off duty time is directed by the City to do work associated with a subpoena as a result of their Fire Department duty assignment, the eligible employee shall be paid at their wage rate for time worked. Preparation time shall be compensated if directed by the City, approved by the Fire Chief or designee, and verified by the eligible employee.

***G. Injury Leave***

The City shall establish rules and procedures for administration of an injury leave program (supplemental to sick or personal leave) for eligible employees, under the following conditions:

1. The injury must have resulted from a documented incident while the eligible employee was on duty and performing job-related activities.
2. The eligible employee must be unable to work due to the injury as verified by a competent medical practitioner.
3. The Injury Leave must not exceed the value of the eligible employee's net wage or salary during the period of absence due to the injury, less all amounts paid or credited to the SLCFD employee by Workers Compensation, social security, disability, or retirement benefits, or any form of governmental relief. "Net wage or salary" for purposes of this provision shall mean gross compensation less Federal and State income tax and FICA withholding. In no event shall an eligible employee collect more than One Hundred percent (100%) of his or her net wage or salary.
4. The value of injury leave shall not exceed Five Thousand Dollars (\$5,000) per eligible employee per incident, unless approved in writing by the Fire Chief.
5. The Fire Chief shall review and approve injury leave claims. Appeals from the decision of the Fire Chief may be received by the Mayor's Designee who will make recommendations to the Mayor for final decision.
6. If an eligible employee is eligible for Workers Compensation and is not receiving injury leave pursuant to this Section, said eligible employee may elect in writing to Human Resources to use accumulated sick or personal leave or authorized vacation time to supplement the eligible employee's Workers Compensation, not to exceed the eligible employee's net wage or salary.
7. The City and Local 81 will establish a policy that is intended to return an injured eligible employee back to work as soon as possible. The policy shall include, but not be limited to, a light duty program and incentives to encourage an eligible employee to pursue recovery aggressively and to return to work.

## **ARTICLE 11 - ADDITIONAL ALLOWANCES**

### **A. *Leaves of Absence***

Eligible employees may be eligible for additional leaves of absence at the approval of the Fire Chief. Any eligible employee who requests such leave shall be subject to the following limitations:

- The leave shall be unpaid.
- The eligible employee's seniority shall be reduced the same number of days that such leave was in effect.
- Upon return from such leave the eligible employee shall be reinstated after successful completion of a physical and performance review as stipulated by the Chief and the Civil Service Commission, if applicable.

### **B. *Educational Incentive Pay***

Eligible employees who have completed all required basic training courses and probationary periods shall be entitled to the following monthly allowances according to the educational degree held by such eligible employees:

- Doctorate      \$100 per month
- Masters        \$75 per month
- Bachelors     \$50 per month
- Associate      \$35 per month

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

No eligible employee shall be compensated for an educational degree which qualifies the eligible employee for his or her position of employment.

### **C. *Tuition Reimbursement***

The eligible employee will participate in and comply with the provisions of the City's tuition reimbursement policy as they are developed through the Benefits Committee and Human Resources Policy, subject to funding.

### **D. *Uniform Allowance***

Dangerous or contaminated safety equipment shall be cleaned, repaired, or replaced by the SLCFD.

The SLCFD will provide at no cost to the eligible employee, NFPA approved protective (Turnouts) outer clothing and safety equipment that is required in the performance of his/her duties.

In addition, effective July 1 of each year covered by this MOU, each eligible employee may purchase authorized uniform, clothing, or equipment items at a cost of up to Six Hundred Dollars (\$600) per fiscal year. Eligible employees will be able to use this allowance through a voucher, invoicing, or reimbursement system at approved uniform or equipment vendors. The Department will arrange for the respective mechanisms of purchase with uniform or equipment vendors and provide a list of approved items and vendors in Department policy.

Unused balances of uniform allowance will not roll over from year to year. However, should the implementation of the mechanisms stated above for the use of the allowance be significantly delayed, unused amounts will be rolled over into the next fiscal year to allow a reasonable opportunity for eligible employees to use their uniform allowance.

During the term of this MOU, the City may wish to explore the implementation of a quartermaster system as a means of purchasing uniforms and equipment. If during the course of this MOU the City wishes to implement a quartermaster system, the City and Local 81 agree to discuss a limited reopener to make potential changes to this provision.

#### ***E. Mileage Allowance***

Eligible employees who are authorized to use and who do use privately owned automobiles for official City business shall be reimbursed for their operation expenses as allowed by City policy. Reimbursement forms must be submitted at least annually, for accounting reasons.

Before payment is made to an eligible employee pursuant to the terms of this paragraph, the eligible employee's supervisor must authorize the use of the automobile and the mileage traveled must be verified by the head of the department (or designee) involved. Verification and reimbursement shall be on forms and in the manner provided in administrative procedures, as prescribed by the City Finance Director.

### **ARTICLE 12 - INSURANCE**

The City will make available life, accidental death and dismemberment, health, dental insurance and long term disability (income protection program) to all eligible employees, upon the terms and conditions as may be from time to time determined by the City.

The City will make available a consulting service that will provide counseling for drug abuse, alcoholism, and marriage counseling, comparable to what is currently provided.

The City will participate in the Nationwide Post Employment Health Plan, as adopted by the City by contract and ordinance. The City will contribute Six Hundred Dollars (\$600) per year (prorated per eligible employee's biweekly pay period) into each eligible employees Nationwide Post Employment Health Plan account.

## **ARTICLE 13 - PENSION PLAN CONTRIBUTION**

During the term of this MOU, for Tier I eligible employees, the City shall pay the employer's and the eligible employee's monthly retirement contributions required to be paid to the Utah State Retirement Fund at the contribution rate determined or adjusted by the Utah State Retirement Board.

For eligible employees hired after July 1, 2011 and enrolled in the Tier 2 Public Safety Retirement System, as defined in state code, the City shall make the contributions to the Tier 2 Hybrid Retirement System or the Tier 2 Defined Contribution Plan pursuant to the eligible employee's election and as required by the statute.

The City will make available a Section 457 and 401k (IRS Code) Deferred Compensation Plan and where possible other deferred compensation plans consistent with state and federal laws.

## **ARTICLE 14 - SIGNIFICANT EXPOSURE**

The City and Local 81 recognize the importance of testing for infectious disease any individual who causes a significant exposure to an eligible employee. The City shall provide appropriate legal support to move, as provided in Utah law, for a necessary court order directing such testing. The City shall also provide all necessary medical evaluation and follow-up medical intervention for an eligible employee who has been subject to significant exposure. The City and Local 81 shall develop a training program for eligible employees and their supervisors, regarding appropriate actions when an eligible employee has a significant exposure.

## **ARTICLE 15 - STANDING COMMITTEES**

### ***A. Labor Management Committee***

There shall be established a committee composed of the Executive Staff of the SLCFD and the Executive Board of the Union. This committee shall meet as needed, and shall create and maintain minutes of all committee meetings or actions. Such records shall be maintained for at least five years after the date of any meeting or action.

Either the SLCFD Executive Staff or the Local 81 Executive Board may propose issues or matters to be considered by the Labor Management Committee. Any such matters shall be considered at the next scheduled Labor Management Committee meeting, unless both the Local 81 President and the Fire Chief agree that the matter is of an urgent nature; in which case the Labor Management Committee shall be immediately assembled.

The Labor Management Committee shall oversee and give direction to all other standing committees. The Labor Management Committee may form other committees for the fulfillment of the SLCFD's strategic plan or mission. When established, the Labor Management Committee shall specify for each committee the number of persons on the committee, the committee make up, the purpose and function of the committee, how often the committee will meet, and the length of time the committee shall be in existence.

The Labor Management Committee shall review, edit, and approve the charters which shall then govern the committees' activities. The charter may be altered or expanded at any time with the approval of the Labor Management Committee.

It is understood that the Labor Management Committee is an advisory body, and shall not act to pre-empt the authority of the Fire Chief or members of the SLCFD Executive Staff. Similarly, the Labor Management Committee shall have no authority to direct legal and appropriate Local 81 activities.

The Labor Management Committee has no authority and no role in considering individual matters grieved under this MOU, except as expressly provided for herein. However, the Labor Management Committee may consider necessary changes to SLCFD policies and procedures that may arise out of individual matters grieved.

***B. Safety, Wellness and Personal Protective Equipment (PPE) Committee***

There shall be a Safety, Wellness and PPE Committee established to make recommendations to the Labor Management Committee on methods and means of reducing illness, injuries, and accidents in the SLCFD and promote overall fitness of the SLCFD. The Committee shall consist of nine (9) members: six (6) appointed by the Local 81 President and three (3) appointed by the Fire Chief or designee. The SLCFD Safety Officer will chair the Committee. The Safety, Wellness and PPE Committee shall schedule and call its own meetings. It should consider any matter referred to it by the Labor Management Committee. However, it may, independent of the Labor Management Committee, evaluate and investigate the safety needs of the SLCFD and report to and make recommendations to the Labor Management Committee.

***C. Apprenticeship Committee***

There shall be an Apprenticeship Committee responsible for the oversight of the SLCFD apprenticeship program, as approved by the Fire Chief. The Committee shall consist of six (6) members, three (3) appointed by the Local 81 President, and three (3) appointed by the Fire Chief. The Committee shall appoint a chairperson, who will serve for one calendar year, and who shall be a Local 81 appointee or Fire Chief appointee every other calendar year. The Committee shall meet as needed. The Committee shall monitor the progress of individual apprentices and report to and make recommendations to the Labor Management Committee.

***D. Bid Committee***

The bid committee will consist of one eligible employee from each of the following classifications: Captain, Engineer, Paramedic, ARFF, HRT, Swift Water Rescue, Haz-Mat. Committee members will be selected by the Labor Management Committee and the Chair of the Committee will rotate through each of the classifications on an annual basis.

The Chief of the SLCFD or his delegated subordinate officer may assign apparatus, resources, or personnel, as they deem appropriate for the performance of the SLCFD's mission. In an effort to provide a fair and equitable way of assigning personnel to positions

within the SLCFD, a bid procedure allowing members of the SLCFD to express a preference for work assignments is instituted. Bid positions shall be based upon openings for eligible employees and all promotable positions.

The Bid Committee will meet on an annual basis beginning in January of each year and every odd-numbered month thereafter. By May 1 of each year, the Bid Committee may submit, in writing, proposed rule changes to the bid procedure to the Labor Management Committee.

***E. EMS Committee***

There shall be an EMS Committee established and responsible for the oversight of the SLCFD's emergency medical system, as approved by the Fire Chief. The Committee shall consist of fourteen (14) voting members and two (2) non-voting members. Voting members will consist of: three Operations Paramedics (one from each platoon appointed by the Local 81 President); three (3) Operations EMTs (one from each platoon appointed by the Local 81 President); three (3) Operations Captains (one from each platoon appointed by the Local 81 President); one (1) Operations Airport Paramedic (appointed by the Local 81 President) the Battalion Chief of the Medical Division, the Captain of the Medical Division, and the Department Medical Director. The two non-voting members will be the EMS Transport Representative (agreed upon by both Department and Local 81) and the Medical Office Facilitator. The Committee shall appoint a chairperson who will serve for one calendar year, and who will be a Local 81 President appointee every other year. The Committee will meet as necessary. The Committee may provide recommendations to the Fire Chief and Labor Management Committee regarding protocols, equipment, supplies, research, inter-hospital matters, and transport issues.

***F. Engineers Committee***

There shall be an Engineers Committee established for the oversight of fire apparatus design, maintenance, and purchase as well as continuing Engineer training, as approved by the Fire Chief. The Committee shall consist of seven (7) members, six Engineers (two from each platoon appointed by the Local 81 President) and the Apparatus Captain. The Local 81 President may also assign one alternate member from each platoon. Such alternates may attend a Committee meeting if one of the two appointed engineers from their platoon is unavailable to attend. The Committee shall meet as needed. The Committee shall elect its own chairperson who will serve for one calendar year. The Apparatus Captain shall serve as chairperson at least every other year. The Committee may provide recommendations to the Fire Chief and Labor Management Committee regarding these issues.

***G. Dispatch/Communications Committees***

SLCFD shall continue to participate in committees established by or with other City departments or divisions concerning dispatch and radio communications. One of the eligible employees assigned to participate on such committees shall be selected by the President of Local 81 with the remainder selected by the Fire Chief. Participation in such



committees will be treated as participation on a standing committee for the purposes of subsections H and I of this Article. In the event the other departments and/or divisions cease to have committees related to dispatch and radio communications, the Labor Management Committee may elect to establish one within the SLCFD as a standing committee.

#### ***H. Limitations on Participation***

In an effort to broaden the opportunities for service upon Committees, participation thereon shall be term limited. Except for those positions permanently designated by specific job title in the preceding Sections (i.e. Apparatus Captain or Safety Officer), membership on any one Committee shall be limited to a term of two (2) consecutive calendar years. Committee members may return to a Committee after the completion of this term after being off of the Committee for one year. Membership shall also be limited to one standing Committee at a time. These limits may be waived by the Labor Management Committee in the event that there are not enough interested people to fill the available slots or for other good cause.

#### ***I. Compensation for Committee Work***

Time spent in Committee meetings or on authorized Committee activities shall be considered "time worked" for purposes of determining compensation for non-exempt FLSA employees. This provision shall also apply to work performed on any authorized City/Department committee not expressly provided for herein.

### **ARTICLE 16 - PROCEDURAL RIGHTS**

It is the intent of this article to provide procedural safeguards to eligible employees who are under investigation for conduct that may lead to discipline. An eligible employee's right to representation does not apply to an inquiry, coaching, instruction, or direction given to an eligible employee by his or her immediate supervisor regardless of whether the action is documented or undocumented. If, during an inquiry, an eligible employee knows or believes that his or her own conduct may lead to discipline, the employee may request that the inquiry occur by investigative interview and any further interviewing of the eligible employee concerning the matter shall be conducted pursuant to Section A below.

#### ***A. Investigative Interview***

When any eligible employee is under investigation for conduct that may lead to discipline, the investigation shall be conducted under the following conditions.

Prior to any interview with the eligible employee accused of misconduct, the eligible employee shall be advised of the following:

- The nature of the complaint, and the specific allegation(s) of misconduct.
- The approximate date(s), time(s), and location(s) of the incident that gave rise to the allegation(s).

- The eligible employee's right to have representation as provided in Article IV.
- The investigative interview shall specifically and narrowly focus on the eligible employee's conduct.

A recording of the investigative interview session with the eligible employee may be made. The City, Local 81 or the eligible employee may make a recording of the interview session, provided however, that no recording shall take place without the knowledge of all parties present. Any such recording(s) shall be provided to the City, Local 81 or the eligible employee upon request.

Persons conducting the investigation may not:

- Subject an eligible employee to offensive language or threaten disciplinary action, except an eligible employee refusing to respond to questions or submit to interviews shall be informed that failure to answer questions narrowly and directly related to the eligible employee's conduct may result in disciplinary action;
- Make any promise of reward or leniency as an inducement for the eligible employee to answer any questions.

The eligible employee shall be notified, in writing, of the disposition of any investigation, including a disposition of each allegation, and the action to be administered, if applicable. If the eligible employee has not been informed regarding the disposition of any investigation within sixty (60) calendar days after the investigative interview with the employee accused of misconduct, the eligible employee may request a status report from the SLCFD's HR Consultant of the investigation and any disposition of charges. Within seven (7) calendar days after receiving the request, the City shall inform the eligible employee of the status of the investigation and the likely time required to resolve the charges.

***B. Pre-Determination Hearing***

The pre-determination process shall provide, at a minimum, the following procedural safeguards:

- The eligible employee's right to have representation as stated in Article 4.
- Prior to any pre-determination hearing, the eligible employee and his/her representative will be afforded a reasonable opportunity to examine the evidence being relied upon by the City;
- The eligible employee will be provided with a notice of the allegations, a statement of the grounds for the allegations and the evidence relied upon; and
- The eligible employee shall be afforded an opportunity to respond to the allegations.

**C. *Remedy***

No eligible employee shall be subjected to disciplinary action except upon compliance with the procedural rights provided in this article. Any discipline administered by the City shall be appropriate for the offense and shall take into account the eligible employee's employment history including any rescinded discipline. The City shall apply its rules, orders and penalties even-handedly and without discrimination.

In the event there is a finding by the Fire Chief or designee that these procedural rights have not been substantially complied with, the disciplinary action taken shall be rescinded.

**ARTICLE 17- GRIEVANCE PROCEDURE**

It is the City's and Local 81's intent to resolve grievances fairly, properly, and at the lowest operational level possible.

**A. *General Rules for Grievances***

The following rules apply to the three types of grievances outlined in this article.

1. The time limits set forth in this article are of the essence. The City and Local 81 or the eligible employee may mutually agree to extend the time limits in writing. Failure to follow the time lines as outlined shall cause the grievance to move to the next level. The City shall accept no grievance unless it is submitted or appealed within the time limits set forth in this article.
2. Unless otherwise provided in this MOU, time spent by eligible employees resolving grievances is not working time and shall not be compensated. However, if any review of a grievance is held during the eligible employee's normal working hours/shift, the eligible employee shall not suffer a loss of compensation.
3. An eligible employee may be represented per Article 4 of this MOU.
4. An eligible employee or Local 81 Board member shall not be subjected to retaliation, punitive action, or discrimination in any aspect of employment for the lawful exercise of the grievance procedure.
5. Only grievances expressly provided herein shall be subject to this grievance procedure.
6. When filing a contractual grievance, Local 81 shall state the basis for the grievance, the relevant facts, and the specific provision(s) of this MOU which Local 81 claims the City violated. No new claims may be made by Local 81 once the grievance has been filed except upon discovery of additional evidence relating to the grievance.
7. When filing a disciplinary or policy/procedure grievance, the eligible employee shall state the basis for the grievance. No new basis for appeal may be made by the eligible employee except upon discovery of additional evidence relating to the grievance.

8. Such additional evidence discovered in subparagraphs 6 and 7 above, shall be communicated to the City as soon as possible upon discovery. If the additional evidence is conveyed to the City within ten (10) calendar days from a scheduled hearing date, the hearing date shall be continued for at least fifteen (15) calendar days.
9. In a disciplinary appeal, the eligible employee and his/her representative shall have a reasonable opportunity to review all evidence being relied upon by the City prior to any grievance hearing or meeting. Any evidence not provided to the eligible employee for reasons of confidentiality or otherwise cannot be used in a grievance proceeding.
10. In a disciplinary grievance hearing or meeting, the eligible employee and his/her representative shall have the right to question the City's witnesses, call witnesses in his/her own behalf, and to give rebuttal evidence.
11. In the event that a grievance may reasonably be filed under either Section C or Section D herein or it is unclear as to which Section is appropriate, Local 81 may file a notice as provided for herein under either Section C or Section D and then seek a determination from the Mayor's Designee as to the appropriate Section under which such grievance shall be handled. Pending such determination the deadlines imposed in this Article shall be tolled.

***B. Disciplinary Grievance***

Discipline subject to the disciplinary grievance procedure provided by this Article includes denial or postponement of a merit increase or suspension without pay of twenty four (24) hours or less.

The procedural steps for resolution of a disciplinary grievance shall be as follows.

- Step 1 An eligible employee may appeal a denial or postponement of a merit increase, or suspension without pay of twenty four (24) hours or less by filing a written request for appeal with the Fire Chief within ten (10) calendar days from the date the employee receives the discipline. The Fire Chief shall meet with the eligible employee regarding the appeal and may conduct additional meetings or an investigation to resolve the appeal. The Fire Chief shall have thirty (30) calendar days after receiving the appeal to provide the employee a written decision. In the absence of an appeal the Fire Chief's decision shall be final and binding.
- Step 2 If the grievance is not resolved at Step 1, an eligible employee may, within ten (10) calendar days from the Fire Chief's written decision, appeal to an independent hearing officer. An eligible employee must file his or her appeal in the Office of the City Recorder within the time required. The City and employee shall mutually agree on the selection of the Hearing Officer. The City and Local 81 agree to develop a process to select independent hearing officers. Such officers may or may not be full time City employees. The decision of the Hearing

Officer shall be final and binding on the aggrieved employee, Local 81 and the City. The Hearing Officer's fees and expenses and any associated cost shall be paid by the party not prevailing in the hearing. The Hearing Officer shall designate the party not prevailing.

Appeals of discipline taken by SLCFD resulting in a suspension of more than twenty four (24) hours, demotion, or termination must be undertaken as provided by state statute, City Code, and Civil Service Commission Rules and Regulations (or the Rules of any replacement of the Civil Service Commission established by City Code).

### **C. *Policy/Procedure Grievance***

A Policy/Procedure grievance is defined as an alleged violation of a specific provision of the City or SLCFD policies and procedures. An eligible employee(s) who believes that he or she has received inequitable treatment because of an alleged violation of a specific provision of SLCFD policy or procedure may, personally, or through representatives, utilize the grievance procedure outlined herein.

The procedural steps for resolution of a Policy/Procedure grievance shall be as follows:

#### **1. Pre-Grievance Procedure & Notice**

Prior to the filing of a formal grievance and within thirty (30) calendar days of the event giving rise to the potential grievance or thirty (30) days after the eligible employee should reasonably have learned of the event giving rise to the potential grievance, whichever is later, the eligible employee must file, in writing, a notice as to the nature of the potential grievance including the specific policy or procedure violated and the facts relevant to the alleged violation. Such notice shall be filed with the Battalion Chief or appropriate Division Chief. The Battalion Chief or Division Chief receiving the notice shall refer the matter to an ad-hoc committee consisting of: 1) a Battalion Chief or Division Chief from a division or platoon other than the one in which the alleged violation occurred, as appointed by the Fire Chief; 2) a representative designated by Local 81; and 3) a representative designated by City Human Resource department. This ad-hoc review committee shall review the notice and provide, within twenty (20) calendar days, a nonbinding recommendation to the Labor Management Committee as to the merits of the grievance. The review committee need not agree or reach a majority opinion and each member will have the option to submit individual recommendations to the Labor Management Committee. The Labor Management Committee shall then review the original notice and review committee's recommendation(s) at its next available meeting and address the merits thereof. The Labor Management Committee will provide a written notice to the eligible employee of its review and the remedy, if any, taken as a result of the employee's filing of notification. If the eligible employee is dissatisfied with the Labor Management Committee's explanation or resolution, the employee may proceed to Step 1 of the formal grievance procedure. In the event that a formal grievance is filed under Subsection 2 below, neither the recommendation of the

ad-hoc committee or review and remedy suggested by the Labor Management Committee shall be binding on the determination of the Step 1 or Step 2 grievance.

2. Formal Grievance

Step 1 The eligible employee shall, within thirty (30) calendar days after receipt of the Labor Management Committee's determination under Subsection 1, file a written grievance with the Fire Chief. Within twenty (20) calendar days after receipt of the written appeal, the Chief or designee shall answer the grievance in writing.

Step 2 If the grievance is not settled at Step 1, the eligible employee may, within fifteen (15) calendar days after receiving the Chief's or designee's decision, present the grievance to the Mayor or his/her designee for review, investigation, and final decision. The Mayor or his/her designee shall submit a written decision to the Fire Chief and the eligible employee within thirty (30) calendar days following receipt of the grievance. The decision of the Mayor or his/her designee is final and binding.

**D. Contractual Grievance**

A contractual grievance is an allegation by Local 81 that the City or SLCFD has violated an express provision of this MOU, provided however, that Article 1, "AUTHORITY"; Article 2.A, "MANAGEMENT RIGHTS AND DECLARATION"; Article 16, "PROCEDURAL RIGHTS"; Article 22, "TERM OF MEMORANDUM"; Article 23, "LIMITATION OF PROVISIONS"; Article 24, "WAIVER CLAUSE"; and Article 25, "SAVINGS CLAUSE" of this MOU shall not be subject to the contractual grievance procedure.

A contractual grievance shall be confined exclusively to the interpretation and/or application of the express provisions of this MOU except for the articles described above.

A contractual grievance shall not include disciplinary grievances or claims that procedures in Article 16 were violated.

The procedural steps for resolution of a contractual grievance shall be as follows:

1. Pre-Grievance Procedure

Prior to the filing of a formal contractual grievance and within thirty (30) calendar days of the event giving rise to the grievance or thirty (30) days after Local 81 should reasonably have learned of the event giving rise to the grievance, whichever is later, Local 81 must file, in writing, a notice as to the nature of the grievance including the specific contractual provision violated and the facts relevant to the alleged violation. Such notice shall be filed with the Fire Chief. The Labor Management Committee shall then meet at its next available meeting in an effort to resolve the contractual grievance. If Local 81 is dissatisfied with the outcome of the matter with the Labor Management Committee, Local 81 may proceed to Step 1 of the formal grievance procedure.



2. Formal Grievance

Step 1 Local 81 may, within thirty (30) calendar days after the conclusion of the Labor Management Committee process as provided for in Subsection 1, file a written grievance with the Fire Chief. Within twenty (20) calendar days after receipt of the written grievance, the Chief or designee shall answer the grievance in writing.

Step 2 If the grievance is not settled at Step 1, Local 81 may, within fifteen (15) calendar days after receiving the Chief's or designee's decision, present the grievance to the Mayor's designee for review, investigation, and final decision. The Mayor's designee shall submit a written decision to the Fire Chief and Local 81 within thirty (30) calendar days following receipt of the grievance. This decision shall be final and binding.

## **ARTICLE 18 - PERSONNEL FILES**

An eligible employee shall have the right, upon reasonable notice, to inspect such employee's personnel employment file for content. The SLCFD shall notify the Local 81 employees when a document concerning their performance or conduct, whether favorable or not, is sent to the Human Resources Division for placement in an eligible employee's personnel file.

## **ARTICLE 19 - MISCELLANEOUS POLICIES AND PROCEDURES**

The City agrees to continue to furnish no-cost annual physical examinations, off-street parking at assigned work sites, and to provide monthly sleeping linen exchange and linen laundering for all members of Local 81.

Eligible employees who fail the Department's Task Performance Test shall be afforded adequate time and provided with sufficient resources to correct any skill or fitness deficiencies.

## **ARTICLE 20 - NOTICE OF POLICY CHANGE**

In an effort to encourage trust and communication, the SLCFD agrees to give the Local 81 President, unless otherwise agreed upon with the Fire Chief, thirty (30) days written notice prior to the implementation of any changes to the "Fire Department Policies and Procedures Manual." The purpose of the notice provided herein is to solicit input from the Local 81 regarding the written policy change. This provision shall not be construed to limit or discourage efforts of either the Local 81 and/or the SLCFD administration to discuss additional matters of mutual concern.

## **ARTICLE 21 – LAYOFFS**

Whenever it is necessary to reduce the number of eligible employee in SLCFD because of lack of work or lack of funds, the City will first lay off probationary employees. If further layoffs are necessary, eligible employees will be laid off in inverse order of departmental seniority and rehired pursuant to the Rules established by the Salt Lake City Civil Service Commission or any successor thereto established by City Code.

## **ARTICLE 22 - TERM OF MEMORANDUM**

This MEMORANDUM shall remain in effect from June 21, 2015 through July 1, 2018 with the following exceptions:

It is understood by the parties hereto that certain provisions of this MOU cannot be implemented by the City except upon public notice and hearing and compliance with various statutory and legal requirements. It is in this respect agreed that provisions subject to such legal contingencies shall take effect upon full compliance with such legal requirements.

All financial commitments by the City shall be subject to the availability of funds approved by the City Council and the limitations on future budget commitments provided under State Constitution and Statute.

It is understood by the City and the Local 81 that if the City Council, in its adoption of the City's final budget for the fiscal years covered by this MOU, does not appropriate monies to fund all wage and merit increases, the MOU shall be reopened within the (10) days after adoption of the said fiscal year final budget.

The parties hereto may, by mutual consent, agree to amend this MOU.

## **ARTICLE 23 - LIMITATION OF PROVISIONS**

The provisions hereof shall be effective as provided herein, but subject to approval by the City Council and the City's appropriation of funds. During the term of this MOU, it is the City's intent to make a reasonable effort to maintain a funding level sufficient to satisfy this understanding; however, the parties to this agreement mutually understand that emergencies or revenue shortfalls may alter the ability of the City to satisfy this agreement. Thus, it is expressly understood that this MOU does not bind succeeding elected officials of the City and shall not be construed to compel the City to impose or maintain any tax or fee structure.

## **ARTICLE 24 - WAIVER CLAUSE**

The City and Local 81 expressly waive and relinquish the right, and each agrees that the other shall not be obligated during the term of this MOU, to bargain collectively with respect to any subject or matter whether referred to or covered in this MOU, even though each subject or matter may not have been within the knowledge or contemplation of either or both the City and Local 81 at the time they negotiated or executed this MOU and even though such subjects or matter were proposed and later withdrawn.

The parties further acknowledge that this MOU contains wages and benefit provisions differing distinctly from provisions currently being offered to employees in other units of City employment, and the parties agree to accept such wages and benefits as defined and described in this MOU despite their lack of similarity to or parity with other memoranda, units, or employees.

## **ARTICLE 25 - SAVINGS CLAUSE**

The City and Local 81, hereto believing all the foregoing provisions to be lawful and mutually beneficial to them in establishing their relations as employer and employee, nevertheless hereby agree that if any part of this agreement shall be finally determined by any court of competent jurisdiction to be invalid, such part or parts shall thereby be deemed eliminated from this MOU, and the same in all other respects shall be and remain binding upon the City and Local 81.

In the event laws are passed by the federal government, the state, or the City which conflict with the provisions of this MOU relating to hours or wages, the provisions of this agreement which are in conflict therewith may be reopened for negotiations without affecting the remaining portions of this MOU.

Further, the City and Local 81 acknowledge that an ordinance may be enacted by the City Council during the term of this MOU to supersede the Resolution. If an ordinance is adopted which supersedes the Resolution, the terms and conditions of the Resolution shall continue to govern the provisions of this MOU insofar as such interpretation would not result in an act which is expressly prohibited by the Ordinance.

In the event the subsequently adopted ordinance prohibits the implementation of the provisions of this MOU which are interpreted according to the Resolution relating to hours and wages, said provisions which are in conflict therewith may be reopened for negotiations without affecting the remaining provisions of this MOU.

## **ARTICLE 26 – REINSTATEMENT AFTER SEPARATION DUE TO INJURY OR ILLNESS**

### ***A. Interaction with Civil Service Rule***

City and Local 81 agree that the following procedure will apply to the process of reinstatement for eligible employees who have been separated from employment with the City due to an inability to work as a result of injury or illness (a “Separated Employee”). City and Local 81 recognize that the following procedure is different than the one currently provided for in Rule 2-6-3 of the Salt Lake City Civil Service Commission governing reinstatement of a Separated Employee (the “Rule”). City and Local 81 agree that the following procedure will be used either in conjunction with the Rule to guide the discretion of the Fire Chief provided for therein or, in the event of the elimination of the Salt Lake City Civil Service Commission, as a replacement for the process provided for in the Rule. To the extent a provision of the following procedure directly contradicts the Rule, the Rule will govern if it is still in effect.

***B. Reinstatement Requirements and Procedure***

1. This procedure will be used to evaluate a Separated Employee for reinstatement within two years of the date of injury or illness or within the time period for reinstatement provided for in the Rule, while applicable, whichever is greater.
2. A Separated Employee on long-term disability wishing to return to work will be required to meet the following conditions prior to this procedure being used:
  - a. The Separated Employee must pass a full medical evaluation, provided by the Department, that meets the requirements of an active-duty annual physical and certifies that the Separated Employee has sufficiently healed from the injury or illness to return to work and fully perform the functions of the job.
  - b. The Separated Employee must have, to the extent able and at his or her own expense, maintained his or her medical certification. If physically unable to do so, the Separated Employee must recertify prior to being reinstated.
  - c. The Separated Employee must pass the TPT test.
  - d. Department will allow Separated Employee, upon request, to access or participate in LearnFire (or other educational programming) or Continuing Medical Education courses at the Separated Employee's expense. Department will use good faith efforts to accommodate a Separated Employee's request to take the TPT.
3. Upon the Separated Employee's completion of the conditions provided for herein, the Department will grant the Separated Employee's request for reinstatement under the following conditions:
  - a. Reinstatement is approved by the Fire Chief. In the event of a denial of reinstatement, the Fire Chief must provide Local 81 with a substantive reason for the denial and allow Local 81, on behalf of the Separated Employee, an opportunity to respond to the Fire Chief's determination. If, after such response, the Fire Chief continues to deny reinstatement, Local 81, on behalf of the Separated Employee, may take the matter to the Mayor's Office for review and comment by the Mayor's Office. The final decision, taking into account any feedback from the Mayor's Office, on the Separated Employee's reinstatement to the Department will remain with the Fire Chief.
  - b. There must be an open position within the Department to which the Separated Employee can return. The Department agrees to hold a position open for the Separated Employee for six months after the date of separation unless critical staffing needs require the position be filled or the Separated Employee, or

Local 81, expressly states that there is no expectation of reinstatement within six months. If there is no open position at the time the Separated Employee is eligible to return under this procedure, the Department will make good faith efforts to place the Separated Employee once an opening occurs, including reasonably extending the deadline provided for in sub-paragraph B.1, so long as the Separated Employee continues to meet the other conditions provided for in sub-paragraph B.2.

- c. The reinstatement of the Separated Employee to the Department will be at the same rank held on the date of separation.. If no such position is available under subsection (b) above, the Separated Employee may request temporary reinstatement to a lower rank and the procedure provided for herein will apply to such request. Upon an opening occurring at the higher rank, the employee will be reinstated to that position.

***C. Separated Employee Not "Eligible Employee"***

Nothing in the procedure provided for in this Article shall be construed to convert a Separated Employee into, or otherwise grant the status or rights of, an "eligible employee" as defined in this MOU or the City's Joint Bargaining Resolution.

IN WITNESS WHEREOF, the parties hereto have fixed their hands and seals the day and year first above written.

SALT LAKE CITY CORPORATION

By:   
RALPH BECKER  
MAYOR


ATTEST:

  
City Recorder

RECORDED  
JUN 23 2015  
CITY RECORDER



APPROVED AS TO FORM:

  
Brian F. Roberts  
Senior City Attorney

LOCAL 81 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS

By:   
TREVOR FALLON  
PRESIDENT

By:   
VAL THOMETZ  
VICE PRESIDENT



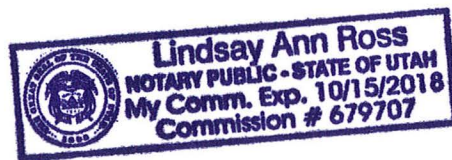
STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE    )

On the \_\_ day of June, 2015, personally appeared before me TREVOR TALLON, who being by me duly sworn, did say that he is the President of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS Local 81 and VAL THOMETZ, who being duly sworn, did say that he is the Vice President of Local 81, that both such persons executed the foregoing instrument on behalf of Local 81 by authority of the Board of Directors of Local 81 and that said instrument has been duly ratified and approved by the membership of Local 81 and that their execution hereof constitutes a valid and binding act on behalf of Local 81 and its membership.

Lindsay Ann Ross  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah

My Commission Expires:

10/15/18



## APPENDIX A

### BASE FISCAL YEAR 2016 WAGE SCHEDULES

Effective July 5, 2015 – July 2, 2016  
(does not include longevity)

#### NON-SWORN

Completed Years of Service	Annual Equivalent	Bi-Weekly Equivalent	Pay Rate Hourly		Monthly Equivalent
			Operations	Support	
Entry	\$38,084	\$1,464.78	\$13.08	\$18.31	\$3,173.69
1*	\$41,014	\$1,577.45	\$14.08	\$19.72	\$3,417.81
2*	\$43,943	\$1,690.13	\$15.09	\$21.13	\$3,661.95
4	\$46,873	\$1,802.81	\$16.10	\$22.54	\$3,906.09
6	\$49,802	\$1,915.48	\$17.10	\$23.94	\$4,150.20
8	\$60,935	\$2,343.64	\$20.93	\$29.30	\$5,077.89

#### FIREFIGHTER-EMT

Completed Years of Service	Annual Equivalent	Bi-Weekly Equivalent	Pay Rate Hourly		Monthly Equivalent
			Operations	Support	
Entry	\$40,089	\$1,541.87	\$13.77	\$19.27	\$3,340.72
1*	\$43,172	\$1,660.48	\$14.83	\$20.76	\$3,597.70
2*	\$46,256	\$1,779.08	\$15.88	\$22.24	\$3,854.68
4	\$49,340	\$1,897.69	\$16.94	\$23.72	\$4,111.66
6	\$52,424	\$2,016.30	\$18.00	\$25.20	\$4,368.64
8	\$64,142	\$2,466.99	\$22.03	\$30.84	\$5,345.15

#### FIREFIGHTER-SPECIALIST

Completed Years of Service	Annual Equivalent	Bi-Weekly Equivalent	Pay Rate Hourly		Monthly Equivalent
			Operations	Support	
Entry	\$42,895	\$1,649.80	\$14.73	\$20.62	\$3,574.56
1*	\$46,194	\$1,776.71	\$15.86	\$22.21	\$3,849.53
2*	\$49,494	\$1,903.62	\$17.00	\$23.80	\$4,124.50
4	\$52,794	\$2,030.52	\$18.13	\$25.38	\$4,399.47
6	\$56,093	\$2,157.43	\$19.26	\$26.97	\$4,674.44
8	\$68,632	\$2,639.69	\$23.57	\$33.00	\$5,719.33

## FIREFIGHTER-PARAMEDIC

Completed Years of Service	Annual Equivalent	Bi-Weekly Equivalent	Pay Rate Hourly		Monthly Equivalent
			Operations	Support	
Entry	\$46,291	\$1,780.41	\$15.90	\$22.26	\$3,857.55
1*	\$49,851	\$1,917.36	\$17.12	\$23.97	\$4,154.29
2*	\$53,412	\$2,054.32	\$18.34	\$25.68	\$4,451.03
4	\$56,973	\$2,191.27	\$19.56	\$27.39	\$4,747.75
6	\$60,534	\$2,328.23	\$20.79	\$29.10	\$5,044.49
8	\$74,065	\$2,848.65	\$25.43	\$35.61	\$6,172.08

## CAPTAIN

Completed Time at Position	Annual Equivalent	Bi-Weekly Equivalent	Pay Rate Hourly		Monthly Equivalent
			Operations	Support	
Entry	\$76,892	\$2,957.39	\$26.41	\$36.97	\$6,407.67
6 months	\$83,974	\$3,229.78	\$28.84	\$40.37	\$6,997.85

\* Or completion of requirements as provided for in Article 5, whichever occurs later.

## ATTACHMENT 1 – COLLECTIVE BARGAINING RESOLUTION

Resolution 15 of 2011

Collective Bargaining and Employee Representation Joint Resolution

Adopting a joint resolution recognizing Salt Lake City's existing relationship with the American Federation of State, County and Municipal Employees, Local 1004, AFL-CIO ("AFSCME"); the International Association of Firefighters Local 1645, AFL-CIO ("IAFF"); and the Salt Lake Police Association, International Union of Police Associations, Local 75, AFL-CIO ("SLPA"), authorizing the continuation of those relationships, recognizing the role collective bargaining plays in those relationships and establishing the guidelines for collective bargaining.

WHEREAS, Utah law allows Salt Lake City to establish rules and regulations which are not inconsistent with Utah law; and

WHEREAS, the residents of Salt Lake City are entitled to the orderly and uninterrupted operations of their government; and

WHEREAS, the City strives to: engage employees in training and career development; engage employees in organizational improvements; provide a fair, respectful, cooperative, and safe work environment; ensure accountability of employees, supervisors, and managers; celebrate success and achievement with City employees; and support employees' work/life balance; and

WHEREAS, discussions with employees related to the terms and conditions of their employment will enable City management to increase productivity, fiscal stability and ensure a high level of employee morale; and

WHEREAS, the Salt Lake City Council and the Salt Lake City Mayor agree that it is in the best interest of Salt Lake City and its employees to allow certain groups of employees to collectively bargain; and

WHEREAS, collective bargaining allows Salt Lake City and its employees to jointly promote harmonious and cooperative relationships between City government and its employees, both collectively and individually; and

WHEREAS, the City has a history of successfully negotiating agreements relating to the terms and conditions of employment with the American Federation of State, County and Municipal Employees, Local 1004, AFL-CIO; the International Association of Firefighters Local

1645, AFL-CIO; and the Salt Lake Police Association, International Union of Police Associations, Local 75, AFL-CIO;

WHEREAS, in February 2009, employees eligible for union representation reaffirmed their desire to be represented through collective bargaining; and

WHEREAS, the Salt Lake City Council and the Mayor agree that this Resolution replaces the Collective Bargaining and Employee Representation Joint Resolution dated January 13, 2009, and will establish the outline of how to achieve these goals.

NOW, THEREFORE, it is hereby jointly declared by the Salt Lake City Council and the Salt Lake City Mayor as follows:

1. DEFINITIONS. As used in this Resolution:

- (a) "AFSCME" means the American Federation of State, County and Municipal Employees, Local 1004, AFL-CIO.
- (b) "CITY" means Salt Lake City, a Utah municipal corporation.
- (c) "ELIGIBLE EMPLOYEE" means any person who is employed on a full time basis by the City except for:
  - (1) Elected officials;
  - (2) An employee in the probationary period of his/her original appointment as defined by City policy;
  - (3) Any "at-will" employee;
  - (4) Any administrator, manager or supervisor who may have direct charge of an employee or any group of employees;
  - (5) Any employee who regularly performs the duty of a manager or supervisor in direct charge of an employee or any group of employees;
  - (6) Any employee assigned to the Mayor's Office, City Council's Office, City Attorney's Office, or Human Resources; and
  - (7) Any employee designated by the City because the employee has access to information relating to the City's formation, execution, administration or review of the City's bargaining positions, the administration of any Memorandum of Understanding, management functions or whose position is not properly part of a bargaining unit.



- (d) "EMPLOYEE ORGANIZATION" means AFSCME, IAFF or SLPA.
- (e) "EMPLOYER" means Salt Lake City Corporation.
- (f) "EXCLUSIVE REPRESENTATIVE" or "EMPLOYEE REPRESENTATIVE UNIT" or "CERTIFIED EMPLOYEE ORGANIZATION" means AFSCME, IAFF or SLPA (individually "union" and collectively "unions").
- (g) "IAFF" means the International Association of Firefighters, Local 1645, AFL-CIO.
- (h) "IMPASSE" means a deadlock in negotiation between a union and the City over any matters required to be negotiated in this Resolution, or over the scope of the subject matter of negotiations.
- (i) "LEGISLATIVE BODY" means the Salt Lake City Council.
- (j) "NEGOTIATION" means the good faith process by which the City and a union meet to confer regarding wages, hours and other terms and conditions of employment, and includes the obligation to sign a document outlining the parties' agreement.
- (k) "SLPA" means the Salt Lake Police Association, International Union of Police Associations, Local 75, AFL-CIO.
- (l) "STRIKE" means:
  - (1) The concerted failure to report for duty;
  - (2) The concerted absence of employees from their positions;
  - (3) The concerted stoppage of work;
  - (4) The concerted submission of resignations;
  - (5) The concerted abstinence, in whole or in part, by any group of employees from the full, faithful and proper performance of the duties of employment for the City for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment, including sick calls, sick-outs, slow-downs or any other concerted interference with services provided by the City; or

- (6) The collective concerted withholding of services or the performance of duties by any person or persons pending the signing of contracts, including those persons who are customarily employed on a yearly contract basis.
- (m) "TERMS AND CONDITIONS OF EMPLOYMENT" means wages, salaries, working conditions, hours and benefits except as specifically modified in this Resolution.

2. CITY RIGHTS AND OBLIGATIONS.

- (a) The City has the exclusive right to determine the mission of each of its departments, divisions, boards and commissions, consistent with Utah statutes, City ordinances and the provisions of this Resolution, and to set standards of service to be offered to the public, and to exercise control and discretion over its organization and operation.
- (b) It is the exclusive right of the City to:
  - (1) Hire and direct its employees;
  - (2) Classify its employees for compensation purposes;
  - (3) Take disciplinary action for proper cause;
  - (4) Relieve its employees from duty because of lack of work, lack of funds, as a result of a reorganization or any other legitimate reason;
  - (5) Maintain the efficiency of its governmental operation;
  - (6) Determine the method, means and personnel by which the City's operations are to be conducted; and
  - (7) Take whatever actions the City deems necessary to carry out its responsibilities in emergency situations.
- (c) The City intends to:
  - (1) Negotiate in good faith with the unions;
  - (2) Compensate its employees in a fiscally responsible manner;
  - (3) Provide, subject to the availability of funds:
    - (i) appropriate training to union officers, board members and stewards;

- (ii) appropriate labor management committees and processes;  
and
- (iii) paid time for each union's officers, board members and stewards to conduct appropriate Labor/Management related business.
- (4) Meet and confer with a union prior to making a decision to privatize any City function which would result in an eligible employee losing her or his current position with the City;
- (5) Meet and confer with a union prior to designating an employee as ineligible for union representation; and
- (6) Notify the appropriate union prior to reclassifying an employee's position in a manner which makes the employee ineligible for further union representation.

3. EMPLOYEE RIGHTS.

- (a) Eligible employees have the right to form, join and participate in union activities for the purpose of representation on all matters of employee relations described in this Resolution.
- (b) City employees have the right to refuse to join or participate in any union activity and have the right to represent themselves individually in their employment relations with the City.
- (c) An eligible employee has the right to not participate in any and all union activities. No union shall coerce an eligible employee into joining, participating, assisting, supporting or in any other way contributing to the success or operation of a union. No eligible employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise, or refusal to exercise, any of the rights contained in this Resolution.
- (d) This Resolution shall not prevent any employee:
  - (1) From bringing personal concerns to City officials' attention;
  - (2) From acting in his/her own behalf or choosing her/his own representative in a grievance or judicial action; or
  - (3) From enjoying without discrimination, all employment rights and benefits granted by the City.

4. LIST OF ELIGIBLE EMPLOYEES.

The City shall annually provide each union a list of employees eligible to be represented by that union. The City will not enter into a Memorandum of Understanding with any union which represents or bargains for an individual who is not on the list.

5. CITY BARGAINING TEAM; DISCUSSIONS THROUGH NEGOTIATIONS.

The Mayor will provide the unions the name of the City's chief negotiator at least five (5) months prior to the expiration of any agreement with the union. The chief negotiator will represent the City in all bargaining and labor negotiations pursuant to the terms of this Resolution. All proposals and negotiations with and by the unions shall be handled by the chief negotiator who shall report and be directly responsible to the Mayor.

6. GOOD FAITH NEGOTIATIONS; MEMORANDUM OF UNDERSTANDING.

The City's chief negotiator and union representatives will meet to negotiate in good faith issues related to wages, hours and other terms and conditions of employment. The City's chief negotiator and the unions will fully consider any proposals presented during negotiations. The City's chief negotiator and the unions will attempt to reach an agreement on eligible employees' wages, hours and other terms and conditions of employment prior to the submission of a budget by the Mayor to the City Council. The City and the unions will jointly discuss employees' compensation issues prior to negotiations in an effort to foster better communication concerning the City's budget process, the impact that process has on employees' compensation, and the methods of determining employees' compensation. The City's chief negotiator and the unions will not use this process to avoid their obligation to negotiate.

The scope of bargaining shall be restricted and shall not include those subjects which the City has no authority to change and shall not infringe on the City's Rights outlined in Paragraph 2 of this Resolution. Negotiations will not include any issues already provided for by Utah law, City Ordinance, or related to the Civil Service or Merit Systems.

If the City's chief negotiator and a union reach an agreement, they will jointly prepare a written Memorandum of Understanding containing the terms of their agreement. A Memorandum of Understanding is a joint recommendation which the City's chief negotiator and the union will provide to the Mayor no later than May 15, or at a later date in the event negotiations are reopened.

If the City's chief negotiator and a union are unable to reach agreement on a Memorandum of Understanding, the Mayor shall recommend the City Council

adopt a one-year compensation plan for the affected work group and/or approve a one-year extension of the existing Memorandum of Understanding.

If the City and a union are unable to agree on a wage schedule for a Fiscal Year during the term of a Memorandum of Understanding, the Mayor shall recommend the City Council implement a wage schedule for that union's eligible employees.

The Memorandum of Understanding will not be binding upon the parties, either in whole or in part, until a majority of the members of the applicable union have ratified the Memorandum of Understanding by a majority vote, and until the City Council:

- (a) Acts by majority vote to approve the Memorandum of Understanding;
- (b) Enacts ordinances or makes other changes required to implement the Memorandum of Understanding;
- (c) Appropriates the funds required to implement the Memorandum of Understanding which requires funding for each year of its existence.
- (d) If the City Council fails to appropriate the funds required to implement a proposed Memorandum of Understanding or wage schedule, the City Council shall adopt a one-year compensation plan, or wage schedule for the affected work group and/or approve a one-year extension of the existing Memorandum of Understanding.
- (e) After the execution of a Memorandum of Understanding and while the Memorandum of Understanding is pending before the City Council for action, neither the Recognized Employee Organization or their individual members, nor the Mayor shall appear before the City Council or its members, to advocate for any amendment, addition or deletion to the terms and conditions of the Memorandum of Understanding's agreed upon language.
- (f) Each Memorandum of Understanding must contain a provision prohibiting strikes or lock-outs. Each Memorandum of Understanding shall have a term of at least one year. It is expressly understood that no Memoranda of Understanding may or can bind succeeding Mayors or Councils.
- (g) A Memorandum of Understanding will be enforceable when entered into in accordance with the provisions of this Resolution. No publication of it shall be required to make it effective.
- (h) Nothing in a Memorandum of Understanding shall prevent the City and a union from identifying and discussing issues related to the terms and

conditions of employees' employment during the term of an existing Memorandum of Understanding.

7. CLOSED DOOR NEGOTIATIONS.

Collective bargaining meetings and negotiations between the City and unions and any deliberations of mediators shall be considered private and may be conducted in closed door or executive sessions, without the right of the public to be present, if the parties to the negotiations so decide.

8. RESOLUTION OF IMPASSES.

- (a) If the City's chief negotiator and a union is unable to reach an agreement by May 15, either party may declare that an impasse exists and the matter shall be submitted to the Mayor and the City Council for resolution.
- (b) The City's chief negotiator and a union may jointly request the services of an outside mediator. The costs associated with any outside mediator shall be equally borne by the City and the union making the request.
- (c) If the City's chief negotiator and a union reach impasse on any issue related to compensation, the City and/or the applicable union may discuss the issue directly with the Mayor and/or City Council.

9. PROCEDURAL RIGHTS.

The City shall have the right to promulgate rules and regulations governing union activity, including procedures for meeting with management, use of bulletin boards and other publicly owned facilities, and the solicitation of membership during business hours.

10. COURT DECLARATION.

Should any court declare any provision of this Resolution void, invalid, illegal or unconstitutional, the whole Resolution shall be deemed rescinded, repealed and of no effect.

11. UNFAIR LABOR PRACTICES.

- (a) Utah law prohibits the City, its representatives or agents from:
  - (1) Restraining or coercing or interfering with any employee in the exercise of rights guaranteed under this Resolution;
  - (2) Discriminating against one employee organization in favor of another employee organization;



- (3) Discharging or otherwise discriminating against any employee with reference to terms and conditions of employment for the purpose of encouraging or discouraging membership, support or participation in any labor organization or because the employee has signed or filed an affidavit, petition or complaint, or given any information or testimony under this Resolution;
  - (4) Refusing to negotiate in good faith with an Employee Organization designated as the exclusive representative of employees in an appropriate unit; or
  - (5) Locking out employees.
- (b) Utah law prohibits the unions, their agents or employees, and where appropriate, City employees from:
- (1) Restraining or coercing or interfering with employees in the exercise of the rights guaranteed under this Resolution, including but not limited to, attempting to cause the City to discriminate against an employee in violation of such employee's rights under this Resolution or other applicable law;
  - (2) Restraining or coercing the City in the selection of a representative for purposes of collective bargaining or the adjustment of grievances;
  - (3) Refusing to negotiate in good faith with the City, if the organization has been designated the exclusive representative of a group of employees; or
  - (4) Engaging in a strike, or encouraging, aiding or abetting any City employee to engage in any strike, which are in addition to being prohibited, are declared to be illegal.
- (c) Every union and its officers and agents shall have an affirmative duty to take immediate, appropriate and effective affirmative action to end an employee strike or work stoppage.

12. PETITIONS.

- (a) The City Council, the Mayor, or any employee, or group of employees, represented by AFSCME, IAFF or SLPA may file a petition alleging that the applicable union no longer represents the interests of the employees eligible for representation by the applicable union. The petition must contain: i) a statement outlining the basis for the petition; ii) a declaration

by the person signing it that its contents are true and correct; iii) the name of the group or groups of employees the petition seeks to remove from representation by a union; and, iv) the signature of the person or persons filing the petition. The original and two (2) copies of the petition shall be filed with the City Recorder.

- (b) AFSCME, IAFF or SLPA may file a petition asking the Mayor to include a group of employees as eligible for representation by the applicable union. The petition must contain: i) a statement outlining the basis for the petition; ii) a declaration by the president of the union signing it that its contents are true and correct; iii) the name of the group or groups of employees the petition seeks to include as represented by a union; and, iv) the signature of the president of the union filing the petition. The original and two (2) copies of the petition shall be filed with the City Recorder.
- (c) A petition under this section will only be considered if it is filed between September 1, 2013 and November 30, 2013.

13. NOTICE AND HEARING ON PETITIONS.

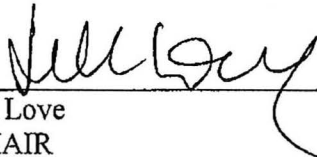
- (a) No later than ten calendar days after the City Recorder receives a petition, the City shall provide a copy to the union named in the petition.
- (b) If the City determines that the petition meets the requirements of this Resolution, it will require a public hearing be held to discuss the petition. The City will provide the petitioner and the affected union at least fourteen (14) calendar days written notice of the time and place of the hearing.
- (c) If the petition was filed by the Mayor, the City Council, or designated representative, may conduct a prehearing conference with the petitioner and the affected union prior to a hearing in order to clarify any issues to be addressed at the hearing and to set a date for the public hearing on the petition.
- (d) If the petition was filed by the City Council, the Mayor, or designated representative, may conduct a prehearing conference with the petitioner and the affected union prior to a hearing in order to clarify any issues to be addressed at the hearing and to set a date for the public hearing on the petition.
- (e) If the petition was filed by an employee or group of employees, the Mayor, or designated representative, may conduct a prehearing conference with the petitioner(s) and the affected union prior to a hearing in order to clarify any issues to be addressed at the hearing and to set a date for the public hearing on the petition.

- (f) Any hearing held pursuant to this Resolution will be limited to the issues outlined in the petition.
- (g) The City Council or the Mayor may determine majority representation status by holding a vote of the employees eligible to be represented by the applicable union or the group of employees impacted by the petition.
- (h) The City Council or the Mayor shall issue a written decision addressing each issue raised in the petition and the basis for the decision no later than 30 calendar days after the public hearing on the petition.

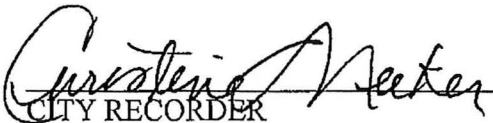
14. TERM.

Prior to March 31, 2014, the Mayor or designee and the unions shall meet and confer to discuss any modifications to the Resolution's terms and jointly report the results of such meeting to the City Council no later than April 1, 2014.

Passed by the City Council of Salt Lake City, Utah, this 22 day of  
March, 2011.

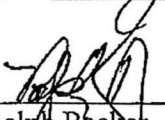
  
Jill Love  
CHAIR

ATTEST:

  
CITY RECORDER



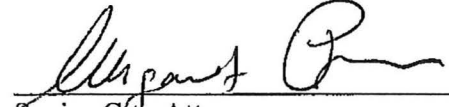
Transmitted to Mayor on the 29 day of March, 2011.

  
Ralph Becker  
Mayor

ATTEST:

  
CITY RECORDER

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Senior City Attorney

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**ATTACHMENT 2 – FOUR-HANDED STAFFING  
EXECUTIVE ORDER**

## EXECUTIVE ORDER

### Four Handed Staffing

RESPONSIBLE CITY AGENCY: Fire Department

KEYWORDS: Fire Department, Combat Crews, Vacation/Holiday Buy Back program

#### Preface

Salt Lake City receives professional, safe and effective emergency services. Deploying four firefighters per engine or truck enhances those services while increasing the safety of the firefighters providing those services.

Therefore, I enact this Executive Order:

#### 1. General

1.1 The City has created a Vacation/Holiday Buy Back program within the Fire Department to provide staffing of four firefighters per engine or truck to the extent possible. The Fire Chief shall maintain the Vacation/Holiday Buy Back program as one of the highest budget priorities of the Fire Department and shall manage the Fire Department budget with a goal of adequately funding that program.

1.2 The Fire Chief shall solicit volunteers from the Vacation/Holiday Buy Back program when staffing levels would otherwise be reduced. The Fire Chief may solicit other Department employees to provide staffing of four firefighters per engine or truck.

1.3 Fire Department personnel working either under the Vacation/Holiday Buy Back program or otherwise off the employee roster shall be compensated as required by City ordinance or by any memorandum of understanding between the City and Local 1645 of the International Association of Firefighters.

CURRENT REFERENCES: None

EFFECTIVE DATE: June 19, 2002

EFFECTIVE DATE OF CURRENT REVISION (Date signed by Mayor): July 1, 2009

EFFECTIVE DATE: July 1, 2009

Mayor's Signature: [Signature]

Date: 7/1/09

HB ATTY-#8925-v1-Four Handed Staffing Executive Order (6-09)