

# MEMORANDUM OF UNDERSTANDING

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**Salt Lake City Corporation**

**and the**

**Salt Lake Police Association**



**Salt Lake Police Association**  
**Joseph McBride, President**  
Website: [www.slpa.com](http://www.slpa.com)  
Office: 801.799.3735  
E-mail: [president@slpa.com](mailto:president@slpa.com)



**Salt Lake City Corporation**  
Website: [www.slcgov.com](http://www.slcgov.com)  
Intranet: <http://slcnet>  
Office: 801.535.7900  
E-mail: [hr.unioninfo@slcgov.com](mailto:hr.unioninfo@slcgov.com)

# MEMORANDUM OF UNDERSTANDING

## Salt Lake City Corporation and the Salt Lake Police Association

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## **MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and executed effective the date of recording, by and between SALT LAKE CITY CORPORATION (the “City”) and the SALT LAKE POLICE ASSOCIATION (the “Association”).

### **RECITALS**

- A. The City has recognized the value of collectively bargaining, with the Association, the terms and conditions of employment for Police Officers pursuant to the Collective Bargaining and Employee Representation Joint Resolution dated March 29, 2011 (“Resolution” attached as Attachment 1). For purposes of this MOU, “Police Officers” are defined as Salt Lake City Police Department employees with job titles of Police Officer I, Police Officer II, or Police Officer III.
- B. The City and the Association have negotiated and have reached agreement on the terms and conditions of employment for fiscal years 2021, 2022, and 2023.
- C. The City and the Association recognize that this MOU does not modify the City’s authority or obligations established by the Utah Constitution and Utah statutes.
- D. The City and the Association jointly desire to establish the wage structure, benefits, and employment conditions for Salt Lake City Police Officers as required by the Resolution in order to promote the efficient operation of the Salt Lake City Police Department (“SLCPD”) and to provide an appropriate method of handling and processing grievances.
- E. The City and the Association agree that this MOU entirely replaces the prior Memorandum of Understanding between the parties and shall be effective as of July 1, 2021;

### **AGREEMENT**

NOW, THEREFORE, the City and the Association agree to the following:

#### **ARTICLE 1 - PRODUCTIVITY AND CONSTRUCTION OF MEMORANDUM**

The City and the Association are obligated to provide municipal services in the most efficient, productive, and courteous manner. Each of this MOU’s provisions should be consistent with this obligation and do not modify the City’s statutory authority.

## ARTICLE 2 – RECOGNITION

The City recognizes the Association as the exclusive representative pursuant to the Resolution for the purpose of negotiating salaries, wages, hours, and other conditions of employment for Police Officers. These rights will remain in effect until decertification of the Association or until repeal of the Resolution.

## ARTICLE 3 – RIGHTS AND OBLIGATIONS

### *A. Management Prerogatives; City Employer Rights*

1. The City has the exclusive right to determine SLCPD's mission.
2. The City has the exclusive right to set standards of service to be offered to the public, and to exercise control and discretion over its organization and operation.
3. The City has the exclusive right to:
  - a. hire and direct its Police Officers;
  - b. establish positions of employment and classifications for positions;
  - c. take disciplinary action for just cause;
  - d. relieve its Police Officers from duty because of lack of work or other legitimate reasons, determine the method, means and personnel by which the City conducts its operations, including but not limited to contracting out to the private sector or other agencies of government any operations, services, labor or, any other job performed by or for the City, provided, however, that the exercise of such rights does not preclude Police Officers, or representatives from conferring or raising grievances about the practical consequences such decisions on these matters may have on wages, hours, or other terms and conditions of employment in an expeditious and appropriate manner; and
  - e. take whatever actions as may be necessary to carry out its responsibilities in situations of an emergency.
4. The City has the right to establish and/or revise performance standards to determine acceptable performance levels of Police Officers.

***B. Police Officers' Rights***

1. Police Officers have the right to self-organization; to form, join, or assist employee organizations; to bargain collectively through representatives of their own choosing, according to the Resolution or any ordinance adopted in lieu of the Resolution; and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection. The City will not discriminate against Police Officers in any aspect of employment because of their affiliation or membership with the Association.
2. Police Officers have the right to refuse to join or participate in any activity of any employee organization and the right to represent themselves individually in their employment relations with the City. The City will not discriminate against Police Officers in any aspect of employment because of their refusal to affiliate with the Association or because of membership or affiliation with another labor organization.
3. Police Officers have the right to refrain from any and all activities with reference to an employee organization and to be free from any and all restraint or coercion in the exercise of the right to refrain from joining, participating, assisting, supporting, or in any other way contributing to the operation of the Association. The City will not interfere with, intimidate, restrain, coerce, or discriminate against Police Officers in any aspect of their employment because of the exercise of any of these rights.
4. Regardless of membership or non-membership in the Association, nothing in this MOU precludes Police Officers:
  - a. from bringing matters of personal concern to the attention of the appropriate officials in accordance with applicable law, regulations, or established policy;
  - b. from acting on their behalf in choosing an attorney or representative in a grievance or judicial action, except as limited in Article 4; or
  - c. from having and enjoying all employment rights and benefits granted by the City whether or not they are members of the Association.

***C. Association Rights***

1. The Association has the right to present its views to the City either orally or in writing.



2. The City agrees to recognize the designated representatives of the Association. The Association agrees to keep the City advised, in writing, of its designated representatives. The names of the Association's representatives will be posted by the Association on appropriate bulletin boards in the work location.
3. The City agrees that representing Police Officers during investigative interviews, pre-determination hearings, or related disciplinary matters furthers the business of the City. The Association President and Vice President will be allowed a reasonable period during working hours to conduct such business. This may be accomplished by a corresponding reduction in workload as mutually agreed upon by the Association and the Chief of Police.
4. It is agreed that internal Association business such as soliciting membership, collecting dues, electing officers, conducting membership meetings, and posting and distributing literature will be conducted during non-duty hours with the sole exception of the following:
  - a. The Association President will be allowed ten (10) hours per week during working hours to conduct Association business. Time in excess of the ten (10) hours may be granted to the Association President at the discretion of the Chief. The Association President will be allowed to use the ten (10) hours per week, and any additional time granted by the Chief, at the Association President's discretion. Effective upon ratification of this Agreement, with reasonable transition time to move the current Association president, the City will assign the Association president to a non-patrol assignment to accommodate the ten (10) hours of Association business outlined in this Section. The specific non-patrol position/assignment will be at the sole discretion of the Chief or designee. The city and association may mutually agree to a limited reopener to negotiate potential changes to this section.
  - b. The Association reserves the right to hire an individual to act as its executive director. If the Association elects to hire an executive director (which can include a non-City employee), the City agrees to acknowledge that individual as a duly authorized representative of the Association. The Association acknowledges that, if it elects to hire an executive director, that individual agrees to abide by applicable City policies pertaining to confidentiality, including, but not limited to, policies regarding negotiations, investigations, and disciplinary proceedings.
  - c. Designated Association representatives will be allowed a reasonable period during working hours to attend Association meetings or to participate in other Association business as necessary up to a maximum period of two (2) hours per month, unless otherwise approved by the

Chief. Police Officers involved will coordinate all time off with their direct supervisor.

Up to four (4) Association members per division may be released from duty to attend monthly Association meetings subject to their supervisor's approval.

- d. Association representatives will be allowed time off with pay to attend conferences and conventions. This time off will not exceed a total of three hundred twenty (320) working hours per fiscal year for the aggregate of all Association representatives. Association representatives will be allowed to use their available leave time to attend conventions and conferences. The Association representatives involved will obtain prior permission from their immediate supervisors at the earliest opportunity to do so. Every effort will be made to allow the Association representatives to use leave for this purpose.
5. The City agrees to deduct monthly Association membership dues from the pay of those Police Officers who individually request in writing that such deductions be made. The City further agrees to cease deduction of such fees upon written request by a Police Officer. The City will notify the Association in writing of all requests for termination of dues deduction.
6. The City agrees to provide thirty (30) calendar days' notice to the Association prior to changing any City personnel policy. Matters concerning procedural operations of the department are not considered personnel policies.

The purpose of the notice is to solicit input from the Association regarding the proposed policy change. This provision shall not be construed to limit or discourage efforts of either the Association or the City to discuss additional matters of concern.

7. The City agrees to designate space in police buildings for Association bulletin board. The bulletin boards shall be provided by the Association and installed by the City. The bulletin boards shall be installed in location mutually agreed upon by the City and the Association.
8. Notices posted on space allotted to the Association may include:
  - a. Notices of Association recreational and social affairs;
  - b. Notices of Association elections;
  - c. Notices of Association appointments and results of Association elections;

- d. Notices of Association meetings and agenda;
- e. Official findings of hearing officers, arbitration rulings (for contract interpretation case only), or other administrative or judicial notices;
- f. Notices concerning bona fide Association activities such as cooperatives, credit unions, and unemployment compensation information; and/or,
- g. Other notices concerning Association affairs. The City will not prohibit the Association from distributing publications or notices in Police Officers distribution boxes.

#### **ARTICLE 4 – REPRESENTATION**

This Article sets forth all matters relating to representation of Police Officers in their employment relations with the City.

##### ***A. Association Representation Rights and Obligations***

- 1. The Association accepts the responsibility for, and agrees to represent in good faith, the interests of all Police Officers without discrimination and without regard to membership in the Association. The Association shall determine the method and means of such representation in the fulfillment of this paragraph.
- 2. Police Officers shall not be represented in their employment relations with the City by an agent or representative of any employee organization other than the Association.
- 3. Time spent representing Police Officers during investigative interviews, pre-determination hearings, or related disciplinary matters is not working time and shall not be compensated, unless such representation takes place during the Association representative's regularly scheduled working hours.
- 4. Association representatives shall, upon proper notification to their immediate supervisors, be allowed a reasonable opportunity during working hours to investigate and adjust grievances. In no event shall such activity exceed two (2) hours per week unless otherwise approved by the Chief.
- 5. Association representatives will be held to the same standard of confidentiality in these matters as the City. Any discussion among Association representatives, Police Officers, and the City concerning settlement of items grieved will be privileged matters and may not be used for any other purpose by either party.



6. Association representatives may not delay, interfere with, or otherwise obstruct any lawful investigation conducted by the City in compliance with the terms and conditions of this MOU. A representative calling a temporary halt to an interview for the purpose of seeking a clarification or determination from the Department administration that the interview is being conducted in compliance with the terms and conditions of this MOU shall not be considered a violation of this Subparagraph.

***B. Police Officers' Representation Rights***

1. Police Officers may be accompanied and assisted by representation of their choice at all times when subject to investigation for alleged acts of misconduct. The representative(s) may not be person(s) subject to the same investigation.
2. Police Officers may be accompanied and assisted by representation of their choice during any pre-determination hearing.
3. Police Officers shall be granted a reasonable amount of time to obtain such representation prior to any internal investigation or pre-determination hearing, without threat of disciplinary or other adverse employment action.
4. Police Officers' right to representation does not apply to informal, routine, or unplanned discussions between Police Officers and their immediate supervisor.
5. Police Officers may be accompanied and assisted by representation of their choice at any phase of the grievance process.
6. Police Officers who elect to use multiple representatives as provided in this Article shall give notice to the City of their intent to do so.

**ARTICLE 5 – WAGES**

***A. Wage Schedule***

1. Police Officers shall be paid biweekly in accordance with the existing wage schedule in effect for Fiscal Year 2022 as set forth in Appendix "A" of this MOU.
2. A Police Officer may subsequently move to a higher pay rate during the effective dates of the new wage schedule in the event that the passage of his or her anniversary date results in the Police Officer completing the requisite number of completed years of service. The City and Association agree to reopen this MOU for fiscal year 2023 to negotiate the wage schedule.



3. Police Officers will be paid shift differential as follows:
  - a. Police Officers, whose shifts begin from 0500 hours to 1159 hours, shall be paid at base pay without shift differential.
  - b. Police Officers, whose shifts begin from 1200 hours to 1759 hours, shall be paid an additional 2.5%.
  - c. Police Officers, whose shifts begin from 1800 hours to 0459 hours, shall be paid an additional 5%.
  - d. Officers who take vacation or sick leave will be compensated with the shift differential that they would have received if they had worked their regularly scheduled shift.
  - e. Shift differential shall not be applied to cash out of vacation or sick leave upon termination of employment for retirement or any other reason.
4. A Police Officer required to work in a position above his or her grade will be paid an hourly rate according to SLCPD policy while acting in that position. Such hourly pay rate will not be effective until the employee has worked in that position for forty (40) consecutive hours. At that time the hourly pay rate will be effective back to the first day worked in that position.

***B. Career Path***

There shall be a Career Path incentive program for Police Officers based on the terms and conditions agreed to by the City and the Association. This program shall be funded for the term of this MOU.

***C. Longevity Pay***

Police Officers will be provided longevity pay according to the following schedule:

1. At the beginning of the seventh (7th) year of service, Police Officers shall receive a total monthly longevity benefit in the sum of Fifty Dollars (\$50).
2. At the beginning of the eleventh (11th) year of service, Police Officers shall receive a total monthly longevity benefit in the sum of Seventy-Five Dollars (\$75).
3. At the beginning of the seventeenth (17th) year of service, Police Officers shall receive a total monthly longevity benefit in the sum of One Hundred Dollars (\$100).

4. At the beginning of the twenty first (21st) year of service, Police Officers shall receive a total monthly longevity benefit in the sum of One Hundred Twenty Five Dollars (\$125).

***D. Years of Service***

For purposes of Police Officers' wage schedules, it is understood that Police Officers have an anniversary date reflecting the actual date they were hired by SLCPD.

Police Officers who take a voluntary leave of absence or who either retire or resign from their employment but return to work within one (1) year as allowed by City Hiring Rules shall have such time deducted from their years of service, resulting in an adjustment to their anniversary date.

***E. Lateral Entry***

1. The City shall develop and implement a Lateral Entry Hiring Program for the position of Police Officer. This program will be administered by the City under guidelines prescribed by the Chief.
2. For the purposes of the wage schedules, Police Officers hired under the Lateral Entry Hiring Program will be granted the equivalent of years of completed service according to the terms of the program. Such years of service shall be included in the calculation of all leave time benefits, but shall not apply to the computation of longevity pay, departmental seniority, or for the calculation of short term disability benefits.

***F. Wage Structure***

It is the City and Association's intent and desire that the Salt Lake City police officers are paid at the top of the market in the State of Utah. The City and Association 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.

***G. Master Officer***

During the term of this MOU, the City may wish to establish a Master Officer Program. If the City wishes to proceed with the implementation of such a program during the term of this MOU, the City and Association may mutually agree to a limited reopener to negotiate potential changes to this section.

## ARTICLE 6 – HOURS OF SERVICE AND OVERTIME

### ***A. Fair Labor Standards Act***

The Fair Labor Standards Act and its regulations (“FLSA”) outline the City’s legal obligations to pay minimum wages and overtime. This MOU enhances some of the City’s legal obligations. If any provision of this MOU fails to comply with the FLSA or its regulations, that provision is void and the City will comply with the FLSA. The voided provision will not affect the rest of the MOU which will remain in full force and effect.

### ***B. Regular Work Week and Schedule***

A Police Officer’s normal work week, regardless of shift arrangements, will be forty (40) hours of work. A regular Patrol work schedule will be the days and hours awarded through the bid process. The regular work schedules for those not in Patrol (i.e. Investigations, Gangs, Swat, Motors, etc.) will be the schedule the officer is assigned to at the start of the non-patrol assignment or as later modified for the assignments normal schedule. This provision does not limit or prevent SLCPD from changing or establishing work shifts as the need arises or guarantee Police Officers forty (40) hours work per week.

### ***C. Change in Regular Days Off***

1. SLCPD will not adjust a Police Officer’s regular days off to meet one-time needs except as outlined in Section D.3 below.
2. SLCPD may change a Police Officer’s regular days off to meet the needs of regularly scheduled special events, such as, but not limited to, annual parades, conferences, and special holidays which require extra coverage.
3. SLCPD fails to give a Police Officer at least fourteen (14) calendar days prior notice of a change to the Police Officer’s regular days off, except as outlined in Section D.3 below, the City will pay the Police Officer for all time worked at the regularly scheduled event at a rate of one and one-half times the Police Officer’s regular rate of pay.

### ***D. Change in Scheduled Hours***

1. SLCPD may change a Police Officer’s scheduled shift hours to provide coverage if the schedule change is required due to the Police Officer’s specific assignment. Any change made under this provision will not reduce the total number of hours a Police Officer would otherwise have worked during the workweek of the schedule change or reduce any call out pay that a Police Officer is entitled to receive.



2. Except as outlined in Section D.3 below, if SLCPD fails to give a Police Officer at least four (4) calendar days prior notice of a change to the Police Officer's regular work week or schedule due to needs outside his or her specific assignment, the City will pay the Police Officer for all time worked during the shift at a rate of one and one-half times the Police Officer's regular rate of pay.
3. **Public Safety Emergencies:** The notice and overtime provisions of this Article shall not apply, except as required by law, in a Public Safety Emergency. A Public Safety Emergency is defined as unforeseen circumstances beyond the scope of routine law enforcement emergencies. Examples include, but are not limited to, civil disorder, natural disasters, acts of terrorism, public health emergencies, extreme weather events, plane crashes, train derailments, building collapses and other such large-scale events. The City will give as much notice as reasonably possible of any schedule changes due to Public Safety Emergencies. Prior to schedule changes under this Section, the Chief or designee shall meet with the Union president or designee to confirm agreement that the situation is serious enough to trigger this provision. Agreement shall not be unduly withheld when it is objectively reasonable that a Public Safety Emergency exists.
4. Each Police Officer shall be provided sixty (60) minutes of break/lunch time during each work shift; however, any break/lunch time shall be taken in accordance with operational needs of the department. There shall be no additional compensation to Police Officers who do not receive a break or lunch.
5. Break/lunch as defined in (4) above shall be taken in accordance with the following guidelines:
  - a. If the Dispatch office is not holding any priority one or two calls (as defined by SLCPD policy), Police Officers may check out for one (1) sixty (60) minute break/lunch. No more than one-third (1/3) of the total Police Officers assigned to and working in the field for that particular shift may be on a break/lunch at any one time.
  - b. The Shift Supervisor, or Watch Commander if the Supervisor is not available, may authorize additional Police Officers to be on a break/lunch when conditions allow.
  - c. Police Officers will remain in radio contact with the dispatch office while on break/lunch, and may be required to respond to calls under exigent circumstances.



- d. Calling Police Officers out of a break/lunch to respond to calls will be coordinated by the Shift Supervisor, who will determine the most expeditious method of responding under the circumstances.
- f. The Shift Supervisor may suspend breaks under exigent circumstances.

***E. Overtime Compensation***

- 1. In order for Police Officers to receive compensation for time worked in excess of forty (40) hours per week, Police Officers must have prior approval from their supervisor to perform such work. Time worked that is required by the City is deemed to have received prior approval.
- 2. Police Officers required to perform work in excess of forty (40) hours per week shall be compensated by pay at one-and-one-half (1 ½) times their regular rate of pay. Police Officers may request compensatory time off in lieu of pay for overtime, and such compensatory time may be allowed subject to approval of the Division Commander.
- 3. Police Officers shall not accrue more than one hundred twenty (120) hours of compensatory time (or eighty (80) hours of actual overtime worked). Police Officers who have accrued one hundred twenty (120) hours of compensatory time off, shall, for additional overtime hours worked, be compensated with pay at one-and-one-half (1 ½) times the Police Officers' regular rate of pay.
- 4. Accrued compensatory time will not be revoked or forfeited. Accrued compensatory time will remain credited to Police Officers until such compensatory time is either used by the Police Officer or purchased by the City. Provided, however, that if Police Officers have more than forty (40) hours of accrued compensatory time, any paid leave used by Police Officers thereafter shall be presumed to be accrued compensatory time rather than vacation, holidays, or other paid leave.

***F. Compensation for Court and Other Appearances***

- 1. Police Officers shall be entitled to receive compensation for a court or administrative proceeding appearance as a witness subpoenaed by the City, the State of Utah, the United States or a party to a legal proceeding when the appearance is related to the Police Officer's official duties as follows:
  - a. Court or administrative proceeding appearances made while on-duty shall constitute normal hours of work.

- b. In the event a court or administrative proceeding appearance extends beyond the end of a Police Officer's regularly scheduled shift, such time spent in court or in administrative proceedings will be treated as normal work time for the purpose of computing a Police Officer's overtime compensation.
  - c. Court or administrative proceeding appearances made outside of a Police Officer's regularly scheduled shift will be compensated as follows:
    - i. Police Officers shall be paid at the rate of one and one-half (1½) times their wage rate for two (2) hours of time spent while off-duty for preparation in conjunction with such court or administrative proceeding appearances; provided, however, that no Police Officer is authorized to, and shall not spend in excess of two (2) hours while off-duty in preparation for an appearance.
    - ii. In addition to the compensation provided in (i) above, Police Officers shall be paid at the rate of one and one-half (1½) times their wage rate for the actual time spent in court or in administrative proceedings. Time granted by a court or administrative body to Police Officers for lunch shall not be compensated.
    - iii. In the event the time spent in court or administrative proceedings extends into the beginning of the Police Officer's regularly scheduled work shift that time spent shall be deemed ended at the time such shift is scheduled to begin.
2. Compensation shall be provided by authority of this section only if:
- a. The beginning time of the required appearance is noted on the subpoena;
  - b. The time the Police Officer is released from the court or administrative proceeding appearance is noted on the subpoena and initialed by the prosecuting attorney or appropriate government representative; and
  - c. A copy of the Police Officer's subpoena complying herewith is delivered to the supervisor within seven (7) working days following the court or administrative proceeding appearance.

3. Compensation for preparation time shall be provided for more than one appearance per day, only if any additional appearance is scheduled to begin at least two (2) hours after the Police Officer is released from any prior court appearance.
4. The prosecuting attorney or appropriate government, court, or administrative representative shall have the right and the duty to refuse to initial the subpoena of any Police Officer who, through absence or neglect, fails to appear in compliance with the terms of the subpoena.
5. Police Officers may not take leave time after the receipt of the subpoena in order to be considered “off duty” and receive overtime under this section.

#### ***G. Training***

Police Officers will be compensated as follows for time spent in required training courses:

1. Time spent in training while on-duty will be considered normal work time.
2. The City will provide forty (40) hours of in-service training to each Police Officer, as required by the State of Utah, Division of Peace Officers Standards and Training (P.O.S.T.), on an on-duty basis. The City will provide this training either during the Police Officer’s regularly scheduled shift, or by adjusting the Police Officer’s shift so that the training will be on an on-duty basis.
3. Time spent in training while off-duty, in fulfillment of the P.O.S.T. requirement, shall not constitute normal work time. Police Officers attending such training on an off-duty basis shall receive no compensation.
4. Time spent in required training while off-duty, after the Police Officer has met the P.O.S.T. training requirement, will be treated as normal work time for the purposes of computing such Police Officer’s overtime compensation.

#### ***H. Miscellaneous Work Time***

Other compensable hours of work as defined by the FLSA shall be counted as normal work time for the purposes of computing Police Officers’ overtime compensation. Such time may include, but is not limited to, extraditions, required medical or psychological examinations, or internal investigations.

#### ***I. Overtime Administration***

The administration of any necessary overtime work is solely a function of management.



***J. Standby***

Standby is when a Police Officer's off duty activities are restricted in such a way that they are available for an immediate return to work.

1. Police Officers directed by their Division Commander or designee to keep themselves available for City service during otherwise off-duty hours shall be compensated one half hour (30 minutes) of straight time for every twelve (12) hours while on a designated standby status.
2. Airport K9 Police Officers directed by their Division Commander or designee will receive two (2) hours straight-time pay per each twelve (12) hour period he or she is on standby.

This compensation shall be in addition to any callout pay or pay for time worked the employee may receive during the standby period.

***K. Callout***

Police Officers who have been released from their scheduled work shifts and have been directed to perform work by an appropriate division head or designated representative without at least twenty-four (24) hours advance notice or scheduling shall be compensated as provided in subparagraphs one (1) through four (4) below:

1. Police Officers who are directed to report to work shall receive a minimum of four (4) hours compensation, at one-and-one-half (1½) times their wage rate, or one-and-one-half (1½) times their wage rate for actual hours worked, whichever is greater.
2. If the Police Officer is directed to report to work and the direction to report to work is cancelled within fifteen (15) minutes, then the Police Officer shall receive one (1) hour of compensation at one-and-one-half (1½) times his/her wage rate.
3. Police Officers who are assigned to day shift, and who are directed to perform work within eight (8) hours prior to the beginning of their regularly scheduled shift, or Police Officers who are assigned to the afternoon or graveyard shifts, and who are directed to perform work within eight (8) hours following the end of their regularly scheduled shifts: shall receive a minimum of four (4) hours compensation at one-and-one-half (1½) times their wage rate, or one-and-one-half (1½) times their wage rate for actual hours worked, whichever is greater.



4. Police Officers who are directed to perform work at the Police Officer's current location at any other times than those enumerated above, shall receive a minimum of one (1) hour compensation at one-and-one-half (1½) times their wage rate, or one-and-one-half (1½) times their wage rate for actual hours worked, whichever is greater.
5. Police Officers who have not been assigned a City vehicle and who are called out under this provision will be paid mileage from their home address to the location of the callout as allowed by City policy.

***L. Extra Duty Shifts***

1. For the purposes of this Article, extra-duty shifts are defined as scheduled or unscheduled hours worked other than a Police Officer's normally scheduled work shifts. Extra-duty shifts do not include extension or carryover of the Police Officer's normally scheduled work shifts.
2. Police Officers required by the City to work extra-duty shifts shall receive a minimum of three (3) hours compensation at one and-one-half (1 ½) times their wage rate, or time worked at one-and-one-half (1 ½) times their wage rate, whichever is greater.

***M. Department Seniority***

Departmental seniority will be established by an identification number assigned to Police Officers by the department, upon successful completion of initial training. Police Officers will bid shifts, days off, and where applicable, specific patrol districts or Division work assignments by departmental seniority when a conflict does not exist with departmental policy or operating efficiency.

***N. Patrol Schedule Re-opener***

Providing 24-hour law enforcement coverage to the citizens of Salt Lake City requires significant staffing levels. In recognition of the local and nationwide recruitment challenges in the law enforcement profession, the parties agree to a limited reopener if the City determines that it cannot effectively meet the service needs of the area with the current staffing model. Accordingly, during the term of this Agreement the City reserves the right to modify the Patrol schedule staffing model, including but not limited to the use of 12-hour shifts. Prior to the implementation of any such change, the City will give notice and opportunity to bargain and will engage in good faith bargaining.

## ARTICLE 7 – HOLIDAYS

### *A. Holidays Specified*

The following days shall be recognized and observed as holidays for all Police Officers.

1. New Year's Day, the first day of January.
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, the fourth day of July.
6. Pioneer Day, the twenty-fourth day of July.
7. Labor Day, the first Monday in September.
8. Veteran's Day, the eleventh day of November.
9. Thanksgiving Day, the fourth Thursday in November.
10. The Friday after Thanksgiving Day.
11. Christmas, the twenty-fifth day of December.
12. One personal holiday per calendar year, taken upon the request of an employee as approved by a supervisor. Police Officers are eligible for this holiday only after satisfactorily completing their initial probationary period.

### *B. Alternative and Additional Holidays*

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

**C. *Holiday Work***

1.
  - a. When a day designated as a holiday falls on a Police Officer's scheduled workday, Police Officers may elect to take the day off work, subject to the approval of their supervisor, or Police Officers may elect to receive their regular wages for such days worked and designate an alternate day off work to celebrate the holiday.
  - b. For those Police Officers whose assignments require staffing on the graveyard shift prior to, or the day and afternoon shifts on, Thanksgiving Day or Christmas Day, the wages provided for Subparagraph 1.a shall be at the rate of one-and-one-half (1 ½) times their wage rate for such shifts worked.
2. When a day designated as a holiday falls on a Police Officer's scheduled day off, the Police Officer may designate an alternate day off work to celebrate the holiday.
3. Police Officers, who by virtue of their assignment are scheduled off work on days designated as holidays but are required to work on a designated holiday, may elect one of the following options for compensation:
  - a. Police Officers may elect to receive their regular wages for such days worked and designate an alternate day off work to celebrate the holiday, or
  - b. Police Officers may elect to use the designated holiday time, plus be compensated at the rate of one-and-one-half (1½) times their wage rate for hours actually worked on said holiday.
4. Police Officers, who by virtue of their assignment are ordinarily off work on days designated as holidays, may elect to work the holiday and receive their regular wages for such days worked and designate an alternate day off work to celebrate the holiday. Banked Holidays may only be used in shift or 1/2 shift increments.
5. Police Officer may accrue holidays, but any holidays accrued in excess of twelve (12) will be forfeited unless used prior to the end of the calendar year.

**D. *Holiday Pay upon Termination, Resignation or Retirement***

When a Police Officer leaves City employment the City shall compensate him or her for any holiday time accrued, not to exceed twelve (12) holidays. Payment shall be at the base rate of pay without the inclusion of shift differential.



## ARTICLE 8 – VACATIONS

### *A. Vacation Authorized*

Police Officers shall be entitled to receive their regular salaries, including shift differential, during vacation periods earned and taken in accordance with the provisions of this Article. Police Officers shall be entitled to use vacation, as per City Policy.

### *B. Vacation Accrual*

Police Officers shall accrue vacation according to the following schedule:

Completed Years of City Employment	Hours Accrued per Biweekly Pay Period
0 to end of year 3	3.73
4 through 6	4.42
7 through 9	4.81
10 through 12	5.54
13 through 15	6.15
16 through 19	6.77
20 or more	7.69

### *C. Rules for Taking Vacation*

1. All vacations are to be taken as directed by the Commander of each Division at such time as it would be most advantageous to the efficient operations of that Division. However, in the assignment of vacation periods:
  - a. Police Officers with the most departmental seniority (as defined in Article 6 (K)) shall be given first consideration for vacation requests submitted during the annual vacation bidding process which shall take place in November of each year for vacations to be taken the following year. Vacation requests made during the annual bid process must be in increments of at least one (1) day. Requests made after the annual bid process shall be approved on a first-come first-served basis; and
  - b. A Police Officer may request vacation time which the Police Officer has already accrued or will have accrued prior to the requested dates. In the event that a Police Officer's requested vacation day, or any portion of a multi-day vacation request, falls on the Police Officer's scheduled day off, the Police Officer will not be required to use a vacation day for the scheduled day off. The use of the vacation request will be otherwise unaffected.

2. Police Officers may accumulate vacation (including both earned vacation and sick leave conversion time) according to their credited years of employment with the City up to the following maximum limits:
  - a. After six (6) months: up to two hundred (200) hours; and
  - b. After nine (9) years: up to two hundred eighty (280) hours; and
  - c. After fourteen (14) years: up to three hundred twenty (320) hours.
3. Any vacation earned or accrued beyond the above maximum amount will be forfeited unless utilized by the employee's anniversary date (date of hire). On petition of a Police Officer, the Chief may allow the Police Officer to accumulate vacation earned in excess of the maximum limits provided in subparagraphs (2 or 3); if the Chief determines that the Police Officer was unable to use vacation due to circumstances beyond the Police Officer's control.
4. Other than vacation that was bid during the annual bid process, vacation must be used in a minimum of ¼ hour increments.

***D. Vacation Benefits upon Termination***

1. Police Officers who leave City employment shall be entitled to be paid for all earned and unused vacation time.
2. Police Officers shall not be entitled to any payment or termination benefit hereunder:
  - a. Until Police Officers have completed six (6) months of full-time employment with the City; or
  - b. If resigning Police Officers fail to give at least ten (10) working days prior written notice to their Division Commander of their contemplated resignation.

***E. Cash Payment of Earned Vacation Time in Lieu of Use***

Police Officers may request cash payment of vacation time in lieu of use subject to applicable City policy. Any such payments shall be made at the sole discretion of the Chief.

**ARTICLE 9 (PLAN "A" ONLY) – SICK LEAVE,  
OTHER RELATED LEAVE, AND PERSONAL LEAVE**

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

1. Sick leave shall be provided for Police Officers as insurance against loss of income when they are unable to perform assigned duties because of illness or injury.
2. Police Officers shall be entitled to ninety-six (96) hours of sick leave each calendar year. Sick leave will be granted in a lump sum during the first month of each calendar year, if the individual Police Officer's average sick leave, for the prior year.
3. Police Officers who have used less than the City average as computed on the last day of the last payroll period of each year shall be awarded an additional twenty-four (24) sick leave hours effective by the end of January of the following year.
4. Police Officers absent from work due to illness or injury shall report the intended absence to their Division Commander or supervisor as soon as practical, but no later than fifteen (15) minutes after commencement of their duty shift unless justified by emergency circumstances.
5. Police Officers requesting sick leave under this section may be required to provide verification of illness or injury from a competent medical practitioner.

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

Unused sick leave hours may be accumulated from year to year.

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

At the beginning of the calendar year, Police Officers who have accumulated two hundred forty (240) sick leave hours may convert up to forty (40) hours of accumulated sick leave to vacation time. The number of hours of sick leave used during the previous calendar year shall be subtracted from forty (40) hours, with the remainder available for conversion to vacation.

***D. Notification of Election***

The conversion of sick leave to vacation for Police Officers as provided in C above is automatic unless the Police Officer elects not to convert such leave to vacation time. Election by Police Officers not to convert must be made by notifying the police department, in writing, on or before, January 31 of each year.



***E. Presumption of Use***

Any sick leave hours converted to vacation as above described, shall be deemed to be taken prior to any other hour of vacation time to which Police Officers are entitled.

Any sick leave hours converted to vacation remaining unused at the date of termination, resignation or retirement shall be forfeited by the Police Officers.

***F. Retirement Benefits Police Officers***

1. Upon a Police Officer's retirement, the City will contribute fifty percent (50%) of the cash value of the Police Officer's accumulated, unused sick leave to the Nationwide Post Employment Health Plan, in accordance with the provisions and requirements of that plan. The value of the sick leave will be calculated using the base (not including shift differential) hourly rate of pay in effect on the Police Officer's last day worked prior to retirement. Such contribution shall be into an "insurance premium reimbursement account" to be used pursuant to the Internal Revenue Code and regulations.
2. Prior to July 1 of each succeeding year, the Association and City will evaluate this provision, and may modify its terms for the following year. The terms of this provision will not be modified except one time annually, as provided herein.

***G. Hospitalization Leave***

1. Hospitalization leave shall be provided for Police Officers, in addition to sick leave authorized hereunder, as insurance against loss of income when Police Officers are unable to perform assigned duties because of scheduled surgical procedures, urgent medical treatment, or hospital admission.
2. Police Officers shall be entitled to two hundred forty (240) hours of hospitalization leave each calendar year. Hospitalization leave shall not accumulate from year to year. Police Officers may not convert hospitalization leave to vacation or any other leave, nor may they convert hospitalization leave to any additional benefit at time of retirement.
3. Police Officers shall not be entitled to hospitalization leave until they have completed six (6) months of continuous employment with the City.
4. Police Officers who are unable to perform their 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 the permission of their Division Commander or supervisor prior to the scheduled procedure. With the approval of the Division Commander or supervisor, Police Officers may report the absence from the affected shift as hospitalization leave.

5. Police Officers who must receive urgent medical treatment at a hospital, emergency room, or acute care facility, and who are unable to perform their duties during a shift due to urgent medical treatment, may report the absence from the affected shift as hospitalization leave. Police Officers are responsible to report the receipt of urgent medical treatment to their Division Commander 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.
6. Police Officers, who are admitted to a hospital for medical treatment, so they are unable to perform their duties, may report the absence from duty as hospitalization leave.
7. 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.
8. Police Officers requesting hospitalization leave under this section may be required to provide verification of treatment from a competent medical practitioner.

#### *H. Recovery of Sick Leave and Hospital Benefits*

Police Officers shall be entitled to receive sick leave or hospitalization leave benefits for illness, injuries or disability resulting from accidents 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 Police Officer'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 medical and leave costs, shall have the effect of re-vesting with the Police Officers all sick leave and hospitalization leave entitlements exhausted as a result of such injury.

#### *I. Dependent Leave*

1. Dependent leave of absence may be requested by Police Officers for FMLA-qualified reasons.
2. Dependent leave may also be requested by Police Officers to care for a Police Officer's child, spouse, or parent who is ill or injured, but does not have a serious health condition (non-FMLA qualified event).
3. The following provisions apply to the use of dependent leave:
  - a. Dependent leave may be granted with pay on a straight-time basis.

- b. For dependent leave used for an FMLA-qualified event, Police Officers shall be entitled to use as dependent leave all accumulated unused sick leave.
- c. For non-FMLA-qualified events, Police Officers shall be entitled to use sick leave as dependent leave.
- d. Police Officers must give notice, with documentation upon request, to their supervisor as soon as possible under the circumstances.
- e. Police Officers' sick leave shall be reduced by the number of hours taken as dependent leave under this Article provided, however, that forty (40) hours of dependent leave used during the calendar year will not affect the sick leave conversion options of this MOU.

## **ARTICLE 9 (PLAN "B" ONLY) – PAID PERSONAL LEAVE**

Under Plan "B" paid personal leave shall be provided for Police Officers as insurance against loss of income when a Police Officer needs to be absent from work because of illness or injury, to care for a dependent, or for any other emergency.

### ***A. Amount of Paid Personal Leave***

Each Police Officer shall be awarded personal leave and be able to use their personal leave on or after:

- a. November 1, 2021 for the 2021 – 2022 plan year;
- b. November 7, 2022 for the 2022 – 2023 plan year; and
- c. November 6, 2023 for the 2023 - 2024 plan year.

Based on the following schedule:

Months of Continuous City Service	Hours of Personal Leave
Less than 6	40 hours
More than 6 less than 24	60 hours
More than 24	80 hours

Police Officers covered by Plan "B" hired during the plan year will receive personal leave on a prorated basis.



***B. City Contribution***

Police Officers may not carry over more than eighty (80) hours of personal leave to the next plan year, which begins on the following dates:

1. November 1, 2021;
2. November 7, 2022; and
3. November 6, 2023.

For any personal leave unused by a Police Officer above eighty (80) hours on the dates mentioned above, the City, no later than the following corresponding dates below, will contribute the value of the unused personal leave to their employee post-employment health plan:

1. December 10, 2021;
2. December 9, 2022; and
3. December 8, 2023.

The value of this contribution shall be based on the wage schedule at the end of the plan year. This contribution shall not be subject to election by the Police Officer.

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

Any Police Officer's personal leave hours not contributed according to Section B above shall carry over to the next 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 Police Officers, paid personal leave shall be used in a manner directed by each Bureau. Minimum use of paid personal leave is in one (1) hour increments.

Prior notice and approval shall not apply in situations where paid personal leave is used for illness or dependent leave, in which case the Police Officer should give notice as soon as possible, but no later than fifteen (15) minutes after commencement of the duty shift unless justified by emergency circumstances. Use of personal leave for any other reason shall be subject to supervisory approval.

***E. Short-Term Disability Insurance***

Protection against loss of income when a Police Officer is absent from work due to a short term disability shall be provided to Police Officers covered under Plan “B” through short-term disability insurance (SDI). There shall be no cost to the Police Officer for SDI. SDI 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 Police Officer 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 Police Officer, the City may provide temporary light duty assignments to Police Officers on SDI, provided a light duty assignment is available, and the Police Officer provides proper medical releases.

***F. Benefits Upon Leaving City Employment***

Upon an eligible employee leaving City employment, the City shall contribute the value of accumulated unused personal leave hours, in excess of eighty (80) hours, to the employee’s post employment health plan. 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 leaving City employment 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 leaving City employment) to twelve (12) months. If the eligible employee, at the time of leaving City employment, 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.

***G. Payment of the Retirement / Layoff (R/L) Account***

If an eligible employee is laid off, the City will pay 100% of the R/L account hours.

In the case of retirement, employees who meet the eligibility requirements of the Utah State Retirement System and retire from the City will be paid at their base hourly rate for 100% of their RL account hours based on the schedule below:

<b>Retirement Month</b>	<b>100% RL hours will be:</b>
<b>January 1<sup>st</sup> – June 30<sup>th</sup></b>	Contribution to Nationwide 501(c)9 Plan (premium account only)
<b>July 1<sup>st</sup> – December 31<sup>st</sup></b>	Cash to retiree

Hours may be withdrawn from the R/L account for emergencies after paid personal leave hours are exhausted and the eligible employee's supervisor or manager approves. The supervisor will not unreasonably deny an eligible employee's request.

R/L account hours may also be used to supplement worker's compensation benefits.

Prior to July 1 of each year of this MOU, the Association and the City will evaluate the provision in this subparagraph, and may modify its terms for the following fiscal year.

#### ***H. Post Employment Health Plan***

Contributions made to the employee's post employment health plan under this Article 9 (Plan "B" Only) shall be into an "insurance premium reimbursement account" to be used pursuant to the Internal Revenue Code and regulations.

### **ARTICLE 10 (PLAN "A" & PLAN "B") – LEAVE OF ABSENCE**

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

Bereavement Leave may be approved by the Chief or designee for the death of persons who stood in loco parentis for a Police Officer or his or her spouse.

Time off with pay will be granted a Police Officer who suffers the loss of a wife, husband, child, stepchild, mother, father, stepmother, stepfather, sister, stepsister, brother, stepbrother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, step-grandchild, grandfather, grandmother, step-grandmother, step grandfather, grandmother-in-law, grandfather-in-law, domestic partner, and relatives of a domestic partner listed above. In the event of the death of any of these persons, a Police Officer will be paid his or her regular base for scheduled work time from the time of death through the day of the memorial service not to exceed forty (40) hours.

A Police Officer will receive one (1) additional shift of paid bereavement leave following the memorial if the memorial is held more than one hundred fifty (150) miles from Salt Lake City and the day following the memorial is a regular working shift.

If relatives other than those listed above die, a Police Officer will be paid for one (1) work shift from scheduled working hours while attending the relative's memorial service.



In the event that a Police Officer's friend dies, a Police Officer will not be provided paid bereavement leave but may use his or her own available leave or vacation time to attend the memorial service, subject to the approval of his or her immediate supervisor. Reasonable effort will be made to allow the Police Officer to use available time for this purpose.

A Police Officer may be asked to provide proof of a death to his or her supervisor, including the death's date and the memorial service's date and location.

If any family member identified above dies while a Police Officer is on vacation, his or her vacation will be extended by the amount of time authorized as bereavement leave.

Police Officers who are on an unpaid leave of absence are not entitled to Bereavement Leave.

The Chief or designee has the discretion to grant a Police Officer additional bereavement leave.

***B. Family Medical Leave Act (FMLA) (Informational Only)***

Benefits in this Article are for the purpose of continuing income to employees during absences due to illness, hospitalization, or other specifically identified reasons. Some of these absences may qualify under the Family and Medical Leave Act (FMLA). FMLA is a federal law that provides a period of unpaid leave each year and protects jobs and health care benefits for Police Officers who need to be off work for certain "family and medical" reasons. Police Officers may obtain 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 employees using FMLA leave to exhaust their paid leave allotments for FMLA qualifying events prior to taking unpaid FMLA leave. For additional information refer to the Family Medical Leave Act Policy 3.01.07 at [www.slcgov.com](http://www.slcgov.com) or contact your Human Resource Consultant.

***C. Military Leave***

**1. Leave for Police Officers Who Enter Military Service**

Police Officers who enter the services of the United States, including the United States Army, United States Navy, United States Marine Corps, United States Air Force, United States Coast Guard or 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 state and federal law.

## **2. Leave While on Duty with Armed Forces or Utah National Guard**

Police Officers who are or who shall become members of the United States Army, United States Navy, United States Marine Corps, United States Air Force, and the United States Coast Guard, any unit of the Utah National Guard, or commissioned corps of the Public Health Service shall be allowed full pay for all time not in excess of fifteen (15) working days per calendar year while spent on military duty in connection with the requirements of the Service. This leave shall be in addition to the annual vacation leave with pay. To qualify, a Police Officer claiming the benefit under this provision shall provide documentation to the City demonstrating duty with such agencies. To qualify, the duty does not have to be consecutive.

### ***D. Leave for Jury Duty***

Police Officers are entitled to all statutory jury fees. The City will not reduce a Police Officer's salary because of jury service.

A Police Officer must give his or her supervisor as much advance notice as possible of jury service that may require him or her to be absent from work.

If a Police Officer is excused from jury service during his or her normally scheduled shift, he or she will return to work or arrange for leave time for the balance of the shift. Time spent in jury service, whether on or off duty, will be credited towards that day's work shift.

### ***E. Additional Leave of Absence***

Police Officers shall be eligible for additional leaves of absence without compensation at the discretion of the City.

### ***F. Disability Compensation***

Police Officers shall receive disability compensation pursuant to Utah law as interpreted by the Utah State Retirement Board.

### ***G. Injury Leave***

The City shall establish rules and procedures for administration of an injury leave program (supplemental to regular sick and personal leave benefits) for Police Officers, under the following qualifications and restrictions:

1. The disability must have resulted from a documented injury arising out of the discharge of official police duties and/or while exercising some form of necessary law enforcement authority as determined by the Chief.

2. Police Officers must be unable to return to work due to the injury as verified by a competent medical practitioner acceptable to the City.
3. The leave benefit must not exceed the value of the Police Officer's net salary during the period of absence due to the injury, less all amounts paid or credited to the Police Officer as worker's compensation, social security, long term disability, or retirement benefits, or any form of governmental relief whatsoever.
4. The value of benefits provided to Police Officers under this injury leave program shall not exceed the total of Five Thousand Dollars (\$5,000) per officer per injury, unless approved in writing by the Chief after receiving an acceptable treatment plan and consulting with the City's Risk Manager.
5. The City's Risk Manager shall be principally responsible for the review of injury leave claims.
6. The City shall track the per-officer, per-injury benefit and shall advise the Officer when the benefit has reached Three Thousand Five Hundred Dollars (\$3,500). The Police Officer may then request an increase in the benefit as set forth in subparagraph 4 above or may then elect in writing to the Chief or designee to use accumulated sick leave, personal leave, and/or authorized vacation time to supplement the Police Officer's Workers Compensation disability benefit, not to exceed the Police Officer's net salary.
7. "Net salary" for purposes of this provision shall mean gross compensation less federal and state income tax and FICA withholdings.

#### **ARTICLE 11 – TUITION AID, UNIFORM, K-9, AUTOMOBILE, TRAVEL, AND BLOOD DRAW ALLOWANCES**

***A. Tuition Aid***

Police Officers shall be eligible to participate in the City's Tuition Reimbursement Program.

***B. Uniform Allowance***

1. The City shall provide for the cleaning of uniforms as described in Department policy.
2. Police Officers in plainclothes assignments, as determined by their Division Commander, shall be provided a cleaning allowance of Twenty-Two Dollars (\$22) per pay period.



3. All Police Officers who work in uniformed assignments will be enrolled in the Department's Quartermaster System, which will operate as follows:
  - a. Necessary uniform and equipment items, including patrol uniforms, detective uniforms, duty gear, footwear, cold-weather gear, headwear, etc. will be provided to such Police Officers by the Department's Quartermaster pursuant to Department policy.
  - b. A full inventory of items that the Quartermaster will provide to Police Officers within the Quartermaster System and the manner in which they will be distributed will be stated in Department policy. Such policy will be generated by a Quartermaster Committee that will have representatives from both the Department and the Association.
  - c. Police Officers in the Quartermaster System will be paid the sum of Two Hundred Dollars (\$200) each for the purpose of independently purchasing any incidental uniform or equipment needs not provided by the Quartermaster System.
  - d. Police Officers participating in the Quartermaster System that are transferred to a plain clothes assignment will be provided any necessary items (to include clothing items, shoes, holsters, etc.) for their assignment via reimbursement pursuant to the current Quartermaster policy. Officers must provide a receipt within 30 days of purchase for reimbursement. The Quartermaster sergeant will maintain and record purchases. Officer in plainclothes assignments that are participating in the Quartermaster system will continue to receive the cleaning allowance of twenty-two dollars (\$22) per pay period.

***C. K-9 Squad Allowance***

Police Officers assigned to the K-9 squad will be compensated as follows:

1. Police Officers shall be allowed ten (10) hours per month to care for the police service dog. Such hours shall be counted as part of the Police Officer's regular work shift(s).
2. Police Officers shall be provided ten (10) hours per month while off duty, at the rate of one-and-one-half (1½) times their wage rate, to care for the police service dog. No more than ten (10) hours per month shall be spent off duty to care for the police service dog unless authorized by the Police Officer's supervisor.

***D. Automobile and Travel Allowances***

The City will pay automobile and travel allowances pursuant to the City and SLCPD Policies.

***E. Blood Draw Callout***

Police Officers who participate in an evidentiary Blood Draw Program, and are called to a scene to perform blood draw duties shall have such callout paid as an extra duty shift as described in Article 6, Section L, Subparagraph 2. Off-duty Police Officers who participate in an evidentiary Blood Draw Program shall be used first to perform blood draws. If no off-duty Police Officers are available the City may use on-duty Police Officers for this function.

On-duty Police Officers will not receive overtime compensation for a blood draw unless the blood draw extends past the end of their regularly scheduled shift, in which case it shall be considered an extra duty shift. The extra duty shift described herein may include multiple blood draws and will last until the Police Officer is released from blood draw duty. If a Police Officer is recalled to blood draw duty after being released, such recall shall constitute a new extra duty shift. The selection, training and scheduling of Police Officers for an evidentiary Blood Draw Program will be established by SLCPD Policy developed by the Chief and the Association President.

**ARTICLE 12 – INSURANCE**

***A. Life, Accidental Death and Dismemberment, Dental, and Health Insurance***

1. The City will make available life, accidental death and dismemberment; dental; and health insurance to all Police Officers covered under this MOU, upon the terms and conditions as may be from time to time determined by the City.
2. A premium payment shall be deducted biweekly consistent with the pay periods. The premium payment rates are attached as Appendix C.
3. The City will make available an Employee Assistance Program that will provide counseling by an outside independent firm.

***B. Post Employment Health Plan***

The City will participate in a post-employment health plan (PEHP), as adopted by the City by contract and ordinance. The City will contribute Twenty-Four and 30/100 Dollars (\$24.30) per pay period into each Police Officer's PEHP account. In fiscal years with twenty-seven (27) pay periods, contributions will not be on the 27th pay period.

Contributions made under this Section B shall be made into a “universal reimbursement account” that may be used for qualified medical expenses as provided for in the Internal Revenue Code and Regulations.

### **ARTICLE 13 – PENSION PLAN CONTRIBUTION**

#### **A. *Non Contributory Retirement System***

For Police Officers enrolled in the Tier 1 Public Safety Noncontributory Retirement System, as defined in state code, the City shall make the entire contribution to the Utah State Retirement Fund as required by the statute.

#### **B. *Tier 2 Retirement System***

For Police Officers 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 Police Officer’s election and as required by the statute.

#### **C. *Longevity Benefit***

The City will pay the pension contribution on a Police Officer’s longevity benefit, which is defined in Article 5.

#### **D. *Career Path Incentive***

The City will pay the pension contribution on a Police Officer’s career path incentive pay.

### **ARTICLE 14 – RESERVE OFFICERS**

#### **A. *Exclusion from MOU***

Reserve Officers, as defined in SLCPD policy, are excluded from the terms and conditions of this MOU.

#### **B. *Use of Reserves***

1. The City shall not replace authorized full-time Police Officer positions in SLCPD with reserve officers. In the event the City reduces the number of full-time Police Officer positions it authorizes to be maintained in SLCPD, the number of authorized reserve officer positions shall be reduced by the same number.
2. The City may use reserve officers to perform any work that would normally be performed by full-time Police Officers, under the following conditions:



- a. The City may use reserve officers to supplement police services, such as additional staffing for special events, traffic or crowd control, after such events or work details have first been offered to full-time Police Officers during an initial sign-up period.
  - b. If, after the initial sign-up period, there are work details that have not been filled voluntarily by full-time Police Officers, the City may assign reserve officers to those work details.
  - c. The City may assign reserve officers to assist in work performed by full-time Police Officers. The allocation of full-time Police Officers to any assignment shall be made by the Chief.
  - d. The City may use reserve officers as needed to assist with any circumstance in which there is an emergency call-out of police personnel.
3. A reserve officer may not be assigned to ride with a full-time Police Officer unless the Police Officer consents, unless the conditions in subparagraph 2(d) above exist.
  4. The City shall not change any Public Safety dispatch procedure, protocol, or priority with regard to assigning calls to full-time Police Officers because of reserve officers. Any such change of assignment (e.g., the reduction of Police Officers assigned to a call or the cancellation of back-up Police Officers) shall be initiated by the full-time Police Officer in charge of the assignment.

## **ARTICLE 15 – PROCEDURAL RIGHTS**

### ***A. Police Officers' Procedural Rights during Investigative Interviews***

It is the intent of this Article to provide procedural safeguards to Police Officers who are under investigation by the Police Department for alleged acts or omissions which if proven could result in discipline. This Article does not apply to, corrective action or direction provided to Police Officers by their supervisors. Corrective action includes routine initial inquiries, coaching and counseling, instruction, verbal warnings, documented verbal warnings, performance improvement plans and written warnings.

Corrective actions are not considered disciplinary, and therefore do not form the basis of a grievance or appeal process.

### **Written Warnings**

Although written warnings are considered correction actions rather than formal discipline, the parties agree that the following terms shall govern written warnings:

1. The City will not use written warnings for first time violations, except for misconduct.
2. Prior to issuing a written warning, supervisors shall seek review and agreement from the HR Business partner assigned to the Police Department.
3. Following a written warning, Officers may submit a written response that will be attached/filed with the warning.
4. Formal disciplinary action will not be issued along with a written warning except that nothing herein prevents the City from issuing a letter explaining formal discipline.
5. When issuing a written warning, the supervisor shall, upon the officer's request, meet with the officer and engage in an interactive discussion regarding the events related to the warning.
6. Written warnings will not be used as the basis for progressive discipline after two (2) years with no further disciplinary action, provided the written warning was not related to use of force, EEO, Violence in the Workplace or similarly serious conduct.
7. The provisions above, as well as the limitations on appealing written warnings, apply only to written warnings issued after June 30, 2021.

### **Investigative Interviews**

1. Prior to interview, the Police Officer shall be advised of the following:
  - a. The nature of the matter being investigated;
  - b. The specific allegation(s) of misconduct, if any, against the Police Officer being interviewed;
  - c. The date, time, and location of the matter that gave rise to the allegation(s);
  - d. All rights and obligations pertaining to the *Garrity* rule;
  - e. The Police Officer's right to have representation as provided in Article 4.

2. The interview shall specifically and narrowly focus on the job related conduct of the Police Officer.
3. A recording of the interview session of the Police Officer shall be made. The Police Officer may make a recording of the interview session, provided however, that no recording shall take place without the knowledge of all parties present.
4. Before a Police Officer is re-interviewed, the Police Officer shall be afforded a reasonable opportunity to review a complete recording of the Police Officer's previous interview(s). In the event the Police Officer is re-interviewed regarding information provided by the Police Officer in a previous interview, the Police Officer shall be afforded a reasonable opportunity to review a transcript of the relevant portion of the prior interview upon which the Police Officer will be re-interviewed. Such partial transcript shall be provided by the Department. During the re-interview(s), the Police Officer shall have the right to have available the transcript described above. Police Officers shall not be limited to the partial transcript provided by the Department and may bring a full transcript of the prior interview(s) to the re-interview, but such full transcript must be created at the Police Officer's own expense.

***B. Limitations of Investigations***

1. Persons conducting the investigation may not:
  - a. Subject the Police Officer under investigation to offensive language or threaten disciplinary action, except a Police Officer refusing to respond to questions or submit to interviews shall be informed that failure to answer questions that are narrowly and directly related to job related conduct may result in disciplinary action;
  - b. Make any promise of reward or leniency as an inducement for the Police Officer to answer any questions; or
  - c. Be a person with significant personal knowledge of the facts giving rise to the investigation.
2. Persons deciding the disposition of an investigation may not be the person who made the initial allegation(s), either directly or indirectly.



***C. Dispositions and Time Limits***

1. The Police Officer shall be notified, in writing, of the final disposition of any investigation, including a disposition of each allegation, and the disciplinary action to be administered, if applicable, within seventy-five (75) calendar days from the date the complaint was initiated, unless an extension is granted by the Chief. The Police Officer shall be notified, in writing, of any such extension, the reason for the extension, and the anticipated date of conclusion of the investigation.
2. In the event a supervisor has made an initial decision that an investigation includes a sustained charges(s) of misconduct and the matter would best be addressed by disciplinary action, a pre-determination hearing will be held no sooner than ten (10) nor later than twenty (20) calendar days from the date such notice is received by the Police Officer unless otherwise mutually agreed upon by the Association and the City, or by the Police Officer and the Chief or appropriate City official. Corrective actions, as defined above, do not require a pre-determination hearing.

***D. Polygraphs***

1. Police Officers may not be compelled to submit to a polygraph examination. Disciplinary action may not be taken against Police Officers refusing to submit to a polygraph examination, nor may any comment be entered anywhere in the investigator's notes or elsewhere indicating the Police Officer refused to submit to a polygraph examination.
2. Testimony or evidence is not admissible at any subsequent judicial or administrative hearing, trial, or proceeding to the effect that the Police Officer refused to submit to a polygraph examination.

***E. Procedural Safeguards during Disciplinary Process***

The administrative appeal process described in Article 16 shall provide, at a minimum, the following procedural safeguards:

1. Pre-Determination Hearing
  - a. Prior to any pre-determination hearing, Police Officers and their representatives will be afforded a reasonable opportunity to examine all evidence being relied upon by the City.
  - b. Police Officers will be provided with a notice of charges, a statement of the grounds for the charges and the evidence relied upon.
  - c. Police Officers shall be afforded an opportunity to respond to said charges.

2. Post-disciplinary Appeal

- a. Police Officers and their representatives shall have an opportunity to review all evidence being relied upon by the City at least fourteen (14) calendar days prior to any appeal proceedings. Any evidence not provided to the Police Officers or their representatives for reasons of confidentiality or other reasons cannot be used in an appeal proceeding.
- b. Police Officers shall have the right to cross examine the City's witnesses, call witnesses in their own behalf, and to give rebuttal evidence to the charges;
- c. Police Officers shall have the right to representation as provided in Article 4
- d. The post disciplinary appeal shall be heard by an impartial trier of fact as prescribed herein;
- e. The decision of the trier of fact, within its jurisdiction as provided in Article 16 and 17, shall be based solely on the evidence adduced at the hearing;
- f. A complete and accurate record will be made of the hearing;
- g. Police Officers may not be subjected to disciplinary action, discrimination in any aspect of employment, or denied promotion, or threatened with any of these because of the lawful exercise of these rights.

*F. Remedy*

- 1. Police Officers shall not be subjected to disciplinary action except upon compliance with the procedural rights provided in this Article.
- 2. A Police Officer, or the Association, may bring claims that this Article has not been complied with by using the procedural grievance process provided in Article 16.
- 3. In the event the Chief, or designee (Captain or Deputy Chief), finds this Article has not been complied with, the Chief, or designee (Captain or Deputy Chief), shall take such steps as necessary to bring the matter into compliance with these procedural rights.

4. If a procedural grievance arises prior to the matter being submitted by the investigator for preliminary disposition, the matter will not be submitted by the investigator for preliminary disposition until the grievance is resolved.
5. If a procedural grievance arises after the matter has been submitted for preliminary disposition, the matter will not proceed to the pre-determination hearing or for final disposition or discipline until the grievance is resolved.
6. If a procedural grievance arises after final disposition and/or discipline has been administered, the Chief, or designee (Captain or Deputy Chief), shall reevaluate the final disposition.
7. If the Chief, or designee (Captain or Deputy Chief), determines there should be a change in the final disposition of the matter, the discipline shall be modified or rescinded to reflect the change in the final disposition.

## **ARTICLE 16 – GRIEVANCE PROCEDURE**

It is the intent of the City and the Association to adjust grievances in a manner mutually satisfactory to the Police Officers, the Association, and the City at the lowest possible level within the framework of existing laws and regulations.

### ***A. Scope of Grievances***

This Article provides a separate procedure for the resolution of each of the following categories of grievances:

1. Contractual grievances;
2. Disciplinary grievances;
3. Procedural grievances.

Corrective actions are not discipline and are not subject to the grievance procedure.

### ***B. Grievance Procedure***

1. Contractual Grievance
  - a. A contractual grievance is an allegation by the Association that the City has violated an express provision of this MOU, provided however, that Articles 1, 15, 17, 21, 22, 23, 24, and 25 of this MOU shall not be subject to the contractual grievance procedure.
  - b. 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 15 were violated.

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

Step 1 The Association shall file a written grievance with the Chief, or designee, within thirty (30) calendar days after the event giving rise to the grievance or thirty (30) calendar days after the Association should reasonably have learned of the event giving rise to the grievance, whichever is later. The Chief, or designee, shall give a written answer to the Association within thirty (30) calendar days after receipt of the grievance.

Step 2 If the grievance is not settled at Step 1, the Association may, within fifteen (15) calendar days after receiving the Chief's, or designee's decision, present the grievance to the City's contract administrator for review and investigation. The City's contract administrator shall submit a written decision to the Chief and the Association within fifteen (15) calendar days following receipt of the grievance.

Step 3 If, after completion of steps 1 and 2, the grievance is not resolved, the Association may submit the contractual grievance to arbitration. The decision of the arbitrator shall be final and binding.

## 2. Disciplinary Grievance

- a. For purposes of this MOU, there are two categories of discipline imposed by the City:
- i. Disciplinary actions taken by the City which result in a suspension without pay of two (2) working days or less.
- Police Officers may appeal this type of discipline by filing a written request for appeal with the Chief's office within ten (10) calendar days of the date of the action being appealed. The written appeal should specifically explain the employee's reasons for submitting the appeal.
  - The Chief, or designee, shall meet with the Police Officer to hear the appeal in a meeting. The meeting will be recorded, and the Police Officer may bring a representative. The Police Officer will be allowed to review all evidence relied

upon by the City. The Chief or designee may conduct additional meetings in an effort to resolve the appeal.

- The Chief or designee shall give the Police Officer a written decision within forty-five (45) calendar days of receiving the appeal and that decision shall be final and binding. Extensions of time may be granted and shall not be unduly withheld.
- ii. Disciplinary actions which result in a Police Officer's discharge, suspension without pay for more than two working days, or involuntary transfer from one position to another with less remuneration.
- Police Officers may appeal these types of discipline according to the procedures outlined in State law and Salt Lake City Code.

3. Procedural Grievance

- a. A procedural grievance is an allegation by a Police Officer, or the Association, that the City has violated an express provision of Article 15 of this MOU.
- b. A procedural grievance shall be confined exclusively to the interpretation and/or application of the express provisions of Article 15 of this MOU.
- c. The steps for resolution of a procedural grievance shall be as follows:

Step 1 The Police Officer, or the Association, shall file a written grievance with the Chief within fifteen (15) calendar days after the event giving rise to the grievance or fifteen (15) calendar days after the Police Officer, or Association, should reasonably have learned of the event giving rise to the grievance, whichever is later.

Step 2 The Chief, or designee, shall give a written answer to the Police Officer, or Association, within fifteen (15) calendar days after receipt of the grievance.

**C. General Rules**

1. The time limitations set forth in this Article are of the essence. The City, the Association, and the Police Officer (for disciplinary or procedural grievances) may mutually agree to extend the time limits in writing. No grievance shall be accepted by the City unless it is submitted within the time limits set forth in this Article unless mutually agreed to in writing.
2. If the Association or Police Officer does not timely submit a grievance to the next step, the grievance shall be deemed to have been settled in accordance with the City's answer at the last step. If the City fails to answer within the time limits set forth in this Article, the grievance shall automatically proceed to the next step.
3. Time spent by Police Officers in adjusting grievances and/or pursuing arbitration is not working time and shall not be compensated. However, if any review of a grievance is held during the Police Officer's normal working hours, the Police Officer will not suffer a loss in compensation.
4. A grievance shall be heard during the City's normal working hours.
5. A Police Officer may be represented as provided in Article 4.
6. A Police Officer shall not be subjected to retaliation, punitive action or discrimination in any aspect of employment for the lawful exercise of the grievance procedure.
7. When filing a contractual or procedural grievance, the Association shall state the basis for the grievance, the relevant facts, and the specific provision(s) of this MOU the Association claims the City violated. No new claims may be made by the Association once the grievance has been filed except upon discovery of additional evidence relating to the grievance.
8. When filing a disciplinary grievance, a Police Officer shall state the basis for the appeal. No new basis for appeal may be made by a Police Officer except upon discovery of additional evidence relating to the appeal.
9. Such additional evidence discovered in subparagraphs 7 and 8 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 prior to a scheduled hearing date, the hearing date shall be continued for fifteen (15) calendar days.



## ARTICLE 17 – ARBITRATION PROCEDURE

### *A. Scope of Arbitration*

1. Contractual grievances that have been properly and timely processed through the grievance procedure set forth in Article 16 and that have not been settled at the conclusion thereof, may be submitted to arbitration by serving the City with written notice within ten (10) calendar days after receipt of a written decision from the Chief (or designee) or the City's contract administrator.
2. The failure to serve the City with timely written notice shall constitute a waiver of the Association's right to submit to arbitration and the written decision of the Chief or the City's contract administrator shall be final and binding on the Association and the City.

### *B. Selection of Arbitrator*

1. Within ten (10) calendar days after the Association serves the City with such written notice the City and the Association shall jointly request the American Arbitration Association, the Federal Mediation and Conciliation Service or any other similar agency to furnish to the City and the Association a list of seven (7) qualified and impartial arbitrators. Within ten (10) calendar days after receipt of that list by the City, the City and the Association shall alternately strike names from the list, until only one name remains. The arbitrator whose name remains shall hear the grievance.
2. The City and the Association may mutually agree to select another independent party to arbitrate the grievance.

### *C. Arbitrator's Jurisdiction*

The jurisdiction and authority of the arbitrator and the arbitrator's opinion and award shall be confined exclusively as follows:

1. Contractual Grievances.
  - a. The arbitrator shall confine the decision exclusively to the interpretation and/or application of the express provisions of this MOU at issue between the Association and the City; provided, however, that the arbitrator shall not have jurisdiction to interpret or apply Articles 1, 15, 17, 21, 22, 23, 24, and 25 of this MOU.
  - b. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this MOU, to impose on either party a limitation or obligation not expressly provided for in this MOU; or to establish or alter any wage rate or wage structure.

- c. The arbitrator does not have jurisdiction to require the City to make or incur expenditures or encumbrances in excess of total appropriations for SLCPD budget as adopted by the City Council.
- d. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Association and the City.
- e. The arbitrator has the authority to resolve a dispute as to whether a matter is the proper subject for arbitration.

***D. Arbitration Record***

All hearings before the arbitrator shall be formal and transcribed by a certified court reporter, with all witnesses placed under oath.

***E. Arbitrator's Decision***

- 1. The arbitrator shall proceed to decide the grievance according to the rules established by the arbitrator except as limited herein, and within the jurisdiction provided for in this Article.
- 2. The written award of the arbitrator, adjudicated within the arbitrator's jurisdiction and authority, shall be final and binding on the Association and the City.

***F. Cost and Fees of Arbitration***

- 1. The expenses, fees and other compensation of any witnesses called before the arbitrator shall be paid by the party calling such witnesses. Other expenses incurred, such as professional services, consultants, preparation of briefs and data to be presented to the arbitrator, shall be paid separately by the respective parties.
- 2. The arbitrator's fees and expenses, the cost of any hearing room and the cost of a court reporter and of the original transcript shall be paid by the non-prevailing party in the arbitration. The arbitrator shall designate the non-prevailing party.

## ARTICLE 18 – COMMITTEES

### A. *Quartermaster/Safety Committee*

The City and the Association will establish a joint safety committee to make policy and equipment recommendations to the Chief. The committee shall recommend specifications for police equipment such as, but not limited to, vehicles prisoner transport cages, prisoner restraints, helmets and ballistic vests.

The City shall provide each Police Officer a helmet, ballistic vest, reflective vest, flashlight, flashlight holder, and flashlight traffic cone.

### B. *Secondary Employment Committee*

The SLCPD and the Association will jointly establish a secondary employment committee to make policy recommendations to the Chief related to all aspects of secondary employment. The committee may review a suspension from secondary employment and provide the Chief a recommendation related to that suspension.

## ARTICLE 19 – PERSONNEL FILES

### A. *Access to Files*

Police Officers shall, upon reasonable notice, be provided access to their individual Internal Affairs files or personnel files under the following guidelines:

1. Access to Internal Affairs files shall be in accordance with the provisions stated in SLCPD's Policy Manual.
2. Access to the Police Officer's personnel file shall be in accordance with the provisions in the Salt Lake City Corporation Policies and Procedures Manual.

The City and SLCPD will maintain policies which allow a Police Officer to have access to his or her Internal Affairs files and personnel files.

### B. *Entries into Personnel Files*

1. A document adverse to Police Officers' employment may not be entered in their personnel files (which exclude the Internal Affairs files) without the Police Officer having first being given the opportunity to read and sign the document.



2. The entry may be made, if after being given the opportunity to read the document, the Police Officer refuses to sign it. The Police Officer's refusal to sign shall be noted in the document. Police Officers have fourteen (14) calendar days within which to file a written response to any adverse document entered in their personnel file. The written response shall be attached to and accompany the adverse document.

## **ARTICLE 20 – LAYOFFS**

Whenever it is necessary to reduce the number of Police Officers in SLCPD because of lack of work or lack of funds, the City shall first lay off probationary Police Officers. A laid off Police Sergeant shall be returned to a Police Officer position. If further layoffs are necessary, Police Officers shall be laid off in inverse order of departmental seniority as a Police Officer and rehired. In the absence of a reason for not rehiring a laid off Police Officer, the Chief's intent is to rehire laid off Police Officers based upon departmental seniority.

## **ARTICLE 21 – TERM OF AGREEMENT**

This MOU shall be effective from July 1, 2021 to June 30, 2024. The parties may, by mutual written consent, agree to an amendment to this MOU.

It is understood by the City and the Association that if the City Council, in its adoption of the City's final budget for any fiscal year covered by this MOU, does not appropriate monies to fund all economic provisions of the MOU, the MOU shall be reopened within ten (10) days after adoption of that fiscal year's final budget.

## **ARTICLE 22 – LIMITATION ON PROVISIONS**

It is understood by the Association and the City 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. 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.

The provisions hereof shall become effective only to the extent that they are capable of implementation within the appropriate and established income level of the City, and shall not act to impose directly or indirectly any new tax structure or infringe upon the prerogatives of the City Council to make or refrain from making an appropriation.

## **ARTICLE 23 – STRIKES AND WORK STOPPAGES**

Continuous and uninterrupted service by the City and Police Officers, to the citizens and orderly collective bargaining relations between the City and Police Officers, being essential considerations of this MOU, the Association agrees on behalf of itself and its members, individually and collectively, that none of the following acts shall be engaged in or in any way approved of or encouraged by the Association or its members:

- A concerted failure to report for duty;
- A concerted absence of Police Officers from their positions;
- A concerted stoppage of work;
- A concerted submission of resignations; or
- A concerted absence, in whole or in part, by any group of Police Officers from the full, faithful and proper performance of their duties of employment for the purposes of inducing, influencing, condoning or coercing a change in the terms and conditions of employment, including sick calls, sick-outs, slowdowns or any other concerted interference with services provided by the City.

Police Officers shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work as specified herein or otherwise.

#### **ARTICLE 24 – WAIVER CLAUSE**

This MOU supersedes all prior practices and agreements, whether written or oral, unless specifically stated to the contrary herein. This MOU constitutes the complete and entire agreement between the parties and concludes collective bargaining throughout the term of this MOU.

Except as provided for in Articles 3, 4, 5, and 21 hereof, the City and the Association waive and relinquish the right to re-open or initiate collective bargaining negotiations during the term of this MOU with respect to any issue, including without limitation (i) issues covered in this MOU; (ii) issues not covered in this MOU, whether intentionally, by inadvertence, or otherwise; or (iii) any issues that may arise due to new or changed circumstances that were not contemplated at the time these negotiations were conducted.

#### **ARTICLE 25 – ENABLING CLAUSE**

It is understood by the parties that the provisions of the MOU shall not be binding upon the parties, either in whole or in part, until the City shall:

- Act by majority vote of its governing body to approve said MOU;
- Enact ordinances, resolutions, or take other action required to implement said MOU by general legislation;
- Act to appropriate necessary funds required to implement the full provisions of the MOU which requires funding for each year of its existence.

## ARTICLE 26 – JOINT BARGAINING RESOLUTION

The City and Association agree that this MOU may be reopened for the purpose of amending it to comply with any revisions to the 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



Erin Mendenhall (Aug 17, 2021 16:07 MDT)

ERIN MENDENHALL

MAYOR

Dated: Aug 17, 2021

ATTEST:

APPROVED AS TO FORM:



Cindy Trishman (Aug 17, 2021 19:32 MDT)

CINDY LOU TRISHMAN  
CITY RECORDER

RECORDED

August 17, 2021



Jaysen Oldroyd (Aug 9, 2021 13:57 MDT)

JAYSEN R. OLDROYD  
SENIOR CITY ATTORNEY

Dated: Aug 9, 2021

SALT LAKE POLICE ASSOCIATION



Joseph McBride (Aug 9, 2021 08:21 MDT)

JOSEPH MCBRIDGE  
PRESIDENT

Dated: Aug 9, 2021



Jennifer Overman (Aug 9, 2021 12:29 MDT)

JENNIFER OVERMAN  
VICE PRESIDENT

Dated: Aug 9, 2021



# APPENDIX A

## BASE WAGE SCHEDULE FOR FISCAL YEAR 2021-2022 (does not include longevity)

### SLC Police Officer FY 2021-2022 Base Wage Schedule

Effective June 27, 2021

Years of Completed Service	Base Pay Rate
Entry	\$26.93
2	\$28.71
4	\$30.49
6	\$34.69
8	\$37.00
12	\$39.29

REVISED SALT LAKE CITY ORDINANCE  
No. 28 of 2021

(Appropriating necessary funds to implement the wage schedule and other contemplated appropriations for fiscal year 2022, for eligible employees represented by the Salt Lake Police Association, contingent on final approval and ratification of the Memorandum of Understanding between Salt Lake City Corporation and the Salt Lake Police Association)

PREAMBLE

Pursuant to City Resolution No. 15 of 2011, the City Council has the authority to approve the wage schedule for eligible employees represented by the Salt Lake Police Association and also has the authority to approve the Memorandum of Understanding between Salt Lake City Corporation and the Salt Lake Police Association. The Council desires to appropriate funds to implement the wage schedule and any appropriations associated with the Memorandum of Understanding for fiscal year 2022, contingent on final approval and ratification of the Memorandum of Understanding between the City and the Salt Lake Police Association.

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

SECTION 1. PURPOSE AND CONTINGENT APPROPRIATION. The purpose of this ordinance is to appropriate necessary funds to implement, for fiscal year 2022, the wage schedule and any other funds contemplated by the Memorandum of Understanding between Salt Lake City Corporation and the Salt Lake City Police Association. In addition to the already appropriated wages in the City budget, the City Council hereby appropriates \$5,132,766 to implement wage raises for the eligible employees for fiscal year 2022, which the City Council intends will bring the eligible employees to at or close to the top of the market in Utah. This appropriation is contingent on final approval and ratification of the Memorandum of Understanding and such contingency will be released when the final Memorandum of Understanding between Salt Lake City Corporation and the Salt Lake Police Association is approved by the City Council. Until the

City Council approves the final Memorandum of Understanding, the current Memorandum of Understanding between Salt Lake City Corporation and the Salt Lake Police Association will remain in full force and effect.

SECTION 2. AUTHORIZATION. Upon the release of the budget contingency set forth in Section 1, the Mayor of Salt Lake City Corporation is authorized to implement the wage schedule and any other appropriations contemplated in the Memorandum of Understanding.

SECTION 3. EFFECTIVE DATE. This ordinance shall be deemed effective on July 1, 2021.

Passed by the City Council of Salt Lake City, Utah, this 21<sup>st</sup> day of June, 2021.

  
Amy Fowler (Jun 29, 2021 10:53 MDT)

Amy Fowler, Council Chair

ATTEST:

  
Cindy Lou Trishman (Jul 1, 2021 07:15 MDT)

Cindy Lou Trishman, City Recorder



Transmitted to the Mayor on Jun 29, 2021.

Mayor's Action: ☒ Approved. ☐ Vetoed.

  
Erin Menkenhall (Jun 30, 2021 22:50 MDT)

MAYOR

Bill No. 28 of 2021.

Published: July 1, 2021.

Salt Lake City Attorney's Office  
Approved as to Form

Date: Jun 29, 2021

  
Katherine Lewis (Jun 29, 2021 09:02 MDT)

Katherine Lewis, City Attorney