

MEMORANDUM OF UNDERSTANDING

June 28, 2020 through June 27, 2023

Salt Lake City Corporation

and the

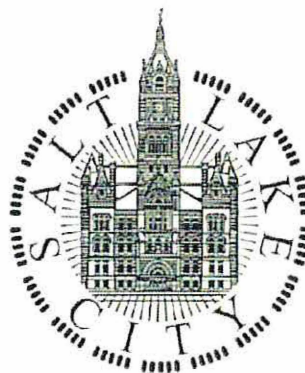
American Federation of

State, County, and Municipal Employees

Local 1004, AFL-CIO



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JUL 02 2020

CITY RECORDER

MEMORANDUM OF UNDERSTANDING

**Salt Lake City Corporation
and the
American Federation of
State, County, and Municipal Employees
Local 1004, AFL-CIO**

Table of Contents	Page
<i>MEMORANDUM OF UNDERSTANDING</i>	<i>1</i>
<i>ARTICLE 1 – CONSTRUCTION OF MOU</i>	<i>1</i>
<i>ARTICLE 2 – LIMITATIONS OF PROVISIONS</i>	<i>2</i>
<i>ARTICLE 3 – RECOGNITION</i>	<i>2</i>
<i>ARTICLE 4 – MANAGEMENT RIGHTS</i>	<i>2</i>
<i>ARTICLE 5 – ELIGIBLE EMPLOYEES’ RIGHTS</i>	<i>2</i>
<i>ARTICLE 6 – AFSCME’S RIGHTS AND RESPONSIBILITIES</i>	<i>2</i>
A. AFSCME’s Rights	<i>2</i>
B. AFSCME’s Responsibilities	<i>3</i>
<i>ARTICLE 7 – STRIKES AND WORK STOPPAGES</i>	<i>3</i>
<i>ARTICLE 8 – CITY’S OBLIGATIONS TO AFSCME</i>	<i>4</i>
A. Stewards’ Hours	<i>4</i>
B. Board Members’ Hours	<i>4</i>
C. President’s Hours	<i>4</i>
D. Leave Request	<i>5</i>
E. Other Obligations	<i>5</i>
<i>ARTICLE 9 – COMMITTEES</i>	<i>6</i>
A. Labor Management Committee	<i>6</i>
B. Safety Committees	<i>6</i>

ARTICLE 10 – PERSONNEL FILES	7
ARTICLE 11 – SENIORITY	7
ARTICLE 12 – WAGE SCHEDULE	7
ARTICLE 13 – MERIT AND PAY INCREASES	7
ARTICLE 14 – LONGEVITY PAY	8
ARTICLE 15 – SHIFT DIFFERENTIAL	8
ARTICLE 16 – SNOW FIGHTER PAY	9
ARTICLE 17 – CERTIFICATION DIFFERENTIAL PAY	10
ARTICLE 18 – TOOL ALLOWANCE	11
ARTICLE 19 – UNIFORM ALLOWANCE*	11
ARTICLE 20 – AUTOMOBILE ALLOWANCE	11
ARTICLE 21 – WORKING OUT OF CLASS	11
ARTICLE 22 – MEAL ALLOWANCE	12
ARTICLE 23 – COURT APPEARANCES	12
ARTICLE 24 – INSURANCE	13
ARTICLE 25 – PENSION PLAN CONTRIBUTIONS	13
ARTICLE 26 – HOURS OF SERVICE	13
A. Hours of Work	13
B. Schedule Changes	13
C. Rest Periods	15
D. Meal Periods	15
E. Cleanup Period	15
F. Availability for Work	16
G. Shortened Work Days	16
ARTICLE 27 – OVERTIME*	16
A. Definitions	16
B. Voluntary Overtime Assignments	17
C. Involuntary Overtime Assignments	18
D. Incidental Overtime Assignments	18
ARTICLE 28 –PART-TIME AND HOURLY EMPLOYEES	18
ARTICLE 29 – STANDBY / ON-CALL PAY	18

ARTICLE 30 – CALLBACK PAY	19
ARTICLE 31 – JOB BIDS	19
A. Internal Job Announcement Procedure	19
B. External Job Announcement Procedure	19
C. Selection Procedure	20
D. Neutral Observer	20
E. Job Bid Grievances	20
F. Return to Former Position	20
G. Probationary Period*	20
H. Recruitment Training	20
ARTICLE 32 – SHIFT BIDS*	20
A. Shift Bids for Calendar Year 2021	21
B. Shift Bids for Calendar Year 2022	21
C. Shift Bids for Calendar Year 2023	21
ARTICLE 33 – VACATION AND HOLIDAY BIDS*	21
A. Vacation and Holiday Bids for Calendar Year 2021	22
B. Vacation and Holiday Bids for Calendar Year 2022	22
C. Vacation and Holiday Bids for Calendar Year 2023	22
D. Cancelling Vacation and Holiday Requests after a Successful Bid	22
E. Other Vacation and Holiday Requests	22
F. Cancelling Other Vacation and Holiday Requests	22
ARTICLE 34 – VACATIONS	23
A. Vacation Accrual	23
B. Benefits upon Termination	24
ARTICLE 35 – HOLIDAYS	24
A. Holidays Specified	24
B. Holiday Work	25
C. Non Worked Holiday	25
D. Missed Holiday Work	26
ARTICLE 36 – SICK LEAVE & HOSPITALIZATION BENEFITS (Plan A Only)	26
A. Sick Leave Policy and Procedures	26

B. Sick Leave Accumulation	26
C. Sick Leave Conversion to Vacation Time	26
D. Sick Leave Credit Forward	27
E. Notification of Conversion	27
F. Presumption of Use	27
G. Dependent Leave	27
H. Hospitalization	28
ARTICLE 37 – PERSONAL LEAVE (Plan B Only)	28
ARTICLE 38 – SHORT TERM DISABILITY (Plan B Only)	29
ARTICLE 39 – LEAVES OF ABSENCE	29
A. Bereavement Leave	29
B. Employees Who Enter Military Service	30
C. Pay While on Military Duty	31
D. Leave for Jury Duty	31
E. Family and Medical Leave	31
F. Additional Leaves of Absence	31
G. Leave Disputes	31
ARTICLE 40 – LAYOFFS	32
ARTICLE 41 – RETIREMENT BENEFIT (Plan A Only)	33
A. Unused Sick Leave for Eligible Employees	33
ARTICLE 42 – RETIREMENT/LAYOFF (R/L) ACCOUNT (Plan B Only)	33
ARTICLE 43 – WORKER’S COMPENSATION	33
ARTICLE 44 – PROCEDURAL RIGHTS	34
A. Investigative Interview	34
B. Pre-Determination Hearing	35
ARTICLE 45 – DISCIPLINARY GRIEVANCE PROCEDURE	35
A. Employee Appeals Board	37
B. Appeals to Independent Hearing Officer	37
ARTICLE 46 – JOB BID GRIEVANCE PROCEDURE	38
ARTICLE 47 – CONTRACTUAL GRIEVANCE PROCEDURE	39
ARTICLE 48 – WAIVER CLAUSE	41

ARTICLE 49 – TERM OF AGREEMENT	41
ARTICLE 50 – PUBLIC SAFETY	42
A. Uniform Allowance	42
B. Overtime	42
1. Overtime Assignments	43
C. Probationary Period	45
D. Shift, Vacation, and Holiday Bids	45
E. Civil Service Commission	45
ARTICLE 51 – DEFINITIONS	45
ARTICLE 52 – LIMITED COMPENSATION RE-OPENER	47
APPENDIX A – AFSCME JOB TITLES/WAGE INFORMATION	50
100 Union Series Bargaining Unit	50
200 Union Series Bargaining Unit	53
330 Union Series Bargaining Unit	54

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this ____ day of June 2020 by SALT LAKE CITY CORPORATION ("City") and Local 1004 of the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO ("AFSCME").

RECITALS

A. The City recognizes the value of collectively bargaining with AFSCME the terms and conditions of employment for eligible employees pursuant to the Collective Bargaining and Employee Representation Joint Resolution dated March 22, 2011 ("Resolution").

B. The City and AFSCME have negotiated and have reached agreement on the terms and conditions of eligible employees' employment for fiscal years 2021, 2022, and 2023.

C. The City and AFSCME 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 AFSCME jointly desire to establish the wages, benefits and employment conditions of the eligible employees identified by the City as required by the Resolution in order to promote the efficient operations of the City and to provide an appropriate method of handling and processing grievances,

E. The City and AFSCME agree that this MOU entirely replaces the prior Memorandum of Understanding between the parties and shall be effective June 28, 2020;

F. The city and AFSCME agree that any changes or deviations to this MOU will be memorialized in writing and notarized.

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

ARTICLE 1 – CONSTRUCTION OF MOU

The City and AFSCME agree that any questions about the meaning of this MOU's terms will be resolved by the procedures outlined in the MOU.

This MOU contains a separate section specifically dealing with issues unique to the eligible employees assigned as Airport Operations Coordinators, 911 Bureau Dispatchers, and eligible employees in the Police and Fire Departments ("Public Safety Employees"). Those provisions relate to Uniform Allowance, Hours of Service, Probationary Period, Shift, Vacation and Holiday Bids, Civil Service Commission, and Special Duty Assignments. The affected provisions will be starred (*). Public safety employees should refer to both sections of the MOU when a provision is starred (*).

ARTICLE 2 – LIMITATIONS OF PROVISIONS

This MOU's provisions are subject to the limitations, terms, and conditions of the Resolution.

ARTICLE 3 – RECOGNITION

The City recognizes AFSCME as the sole organization responsible for: 1) negotiating compensation, wages, hours, and other conditions of employment for eligible City employees; and 2) representing eligible employees as allowed by this MOU.

ARTICLE 4 – MANAGEMENT RIGHTS

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

ARTICLE 5 – ELIGIBLE EMPLOYEES' RIGHTS

Eligible employees have the right to join and participate in AFSCME's activities subject to the Resolution for representation on all matters of employee relations or to refuse to join or participate in AFSCME activities. Eligible employees also have the right to represent themselves individually in their employment relations with the City. AFSCME agrees that it will not restrain or coerce any eligible employee in the exercise of his or her rights and will not discriminate against any eligible employee because of membership or non-membership or activity or non-activity with AFSCME.

ARTICLE 6 – AFSCME'S RIGHTS AND RESPONSIBILITIES

A. AFSCME's Rights

AFSCME has the right to present its views to the City either orally or in writing.

AFSCME may provide information about AFSCME during new employee orientation.

AFSCME may designate official delegates to AFSCME conferences and conventions and the City agrees that it will allow these delegates a total of one hundred and twenty (120) hours time off with pay to attend conferences and conventions if AFSCME provides the City with at least fifteen (15) calendar days notice of the conference and/or convention and the delegate's supervisor agrees the eligible employee's absence will not substantially interfere with operational needs. The City will not unreasonably deny AFSCME's request.

AFSCME may request two (2) eligible employees be allowed an unpaid leave of absence to conduct union business. AFSCME agrees it will make any such request in writing at least thirty (30) days before the beginning of the proposed leave. Only one (1) eligible employee at a time from a division will be allowed to take leave under this section. An eligible employee returning to work within 180

calendar days of taking the leave will not lose any seniority and will be guaranteed placement in the position the eligible employee held before taking the leave. Any eligible employee on a leave of absence under this paragraph may continue to participate in the City's health insurance programs as provided by law (COBRA), provided the eligible employee pays the employee's share of the premium and AFSCME pays the City's share of the premium. The City will not unreasonably deny AFSCME's request.

B. AFSCME's Responsibilities

AFSCME agrees to represent the interests of all eligible employees in good faith.

AFSCME agrees it will provide the same representation to all eligible employees without discrimination and without regard to whether the eligible employee is an AFSCME member.

AFSCME agrees that it will maintain the number of stewards needed to allow each eligible employee access to a steward during working hours. AFSCME may designate six lead stewards from among its stewards. AFSCME agrees that it will not designate more than forty (40) stewards.

AFSCME agrees to identify, in writing, its officers, stewards and lead stewards and the workgroup(s) the steward represents on an annual basis. AFSCME also agrees to notify the City of any changes to its stewards or officers as soon as reasonably possible.

AFSCME agrees that its stewards will only conduct limited distribution of information regarding AFSCME business. Its stewards will not conduct business such as soliciting membership, electing officers, holding membership meetings, or distributing literature during a steward's normal duty hours.

AFSCME stewards may post AFSCME material on the designated bulletin board during normal duty hours when it does not interfere with the steward's normal work routine.

The City will provide AFSCME with one (1) copy of this MOU for each eligible employee and AFSCME will distribute a copy to each eligible employee within fourteen (14) calendar days after receiving copies of the MOU. AFSCME and the City will agree on the design, printing, and form of the MOU. AFSCME agrees to consult with the City on how to distribute the MOU to each eligible employee. The City will try to make the printed copies available within two months after the MOU's effective date.

ARTICLE 7 – STRIKES AND WORK STOPPAGES

AFSCME agrees that continuous and uninterrupted service by the City and its employees to the City's citizens are the essential considerations for this MOU. AFSCME agrees that it will not engage in, or encourage, any of the following acts:

1. A concerted absence, in whole or in part, by any group of eligible employees from the full, faithful, and proper performance of his or her duties for the purposes of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment, including sick calls, sick outs, slow downs, or any other concerted interference with services provided by the City; or

2. The collective concerted withholding of services or the performance of assigned duties by any person pending the signing of a contract, including those persons who are customarily employed on a yearly contract basis.

If an eligible employee violates this Article, the City may, in addition to any other lawful remedies, discipline the eligible employee involved in the violation. AFSCME acknowledges that this discipline could include the loss of seniority and/or termination of the eligible employee's employment.

No eligible employee will receive any benefits or wages while he or she is engaged in a strike, work stoppage, or other interruption of work.

ARTICLE 8 – CITY'S OBLIGATIONS TO AFSCME

The City agrees to recognize AFSCME's officers and designated representatives.

A. Stewards' Hours

The City agrees that it will allow each AFSCME steward up to twenty-four (24) hours each calendar year during the steward's normal working hours to attend City related AFSCME meetings and/or to conduct other City related AFSCME business.

The City agrees that it will allow each AFSCME steward up to one hundred and four (104) hours each calendar year during the steward's normal working hours to attend monthly membership meetings, investigate potential MOU violations and to represent eligible employees during any disciplinary process outlined in the MOU subject to supervisor approval and compliance with timekeeping requirement forms.

B. Board Members' Hours

The City agrees that it will allow each AFSCME board member who is not serving as a steward up to twenty-four (24) hours each calendar year during the board member's normal working hours to attend City related AFSCME meetings and/or to conduct other City related AFSCME business.

The City agrees that it will allow each AFSCME board member who is not serving as a steward up to fifty-two (52) hours each calendar year during the board member's normal working hours to investigate potential MOU violations and to represent eligible employees during any disciplinary process outlined in the MOU. AFSCME agrees that it will not designate more than seven (7) board members. In the event AFSCME International's Constitution requires a different number of board members, this provision will be amended to be consistent with that change.

C. President's Hours

The City agrees to allow AFSCME's President up to ten (10) hours each week during the President's normal working hours to attend City related AFSCME meetings and/or to conduct other City related AFSCME business subject to supervisor approval and compliance with timekeeping requirement forms. Additional time may be granted by the President's Department Director, at the Director's discretion.

The City agrees that it will allow AFSCME's President up to fifty-two (52) hours each calendar year during the President's normal working hours to investigate potential MOU violations and to represent eligible employees during any disciplinary process outlined in the MOU.

D. Leave Request

The steward or board member will not be allowed to take time unless the steward's or board member's supervisor gives permission to take the time. The City agrees that it will not unreasonably deny a request for time and will provide the steward or board member with an explanation before denying a request.

AFSCME and the City agree they will meet to discuss any request for time beyond that outlined above.

Additionally, time granted for the following purposes will not be included in the limitations set forth in sections A, B, and C above: contract negotiations between the City and AFSCME; labor management meetings; Mayor's labor relations meetings; safety committee meetings; and the benefits committee meetings.

E. Other Obligations

AFSCME may request City documents or information from the Mayor's designee if the documents or information are necessary to support a grievance or complaint allowed by this MOU. The Mayor's designee will determine which documents or information the City will provide AFSCME. AFSCME agrees that any documents or information will not be used outside of this MOU's grievance processes.

The City and AFSCME agree that information related to alleged employee misconduct or substandard performance is confidential. The City and AFSCME also agree that discussions with a steward, an employee participating in an investigation or grievance, and the City about efforts to resolve a grievance, complaint or disciplinary matter are also confidential. All such information will only be disclosed with those who have a need to know such information. Should AFSCME or the City believe that confidential information has been improperly released or disclosed, AFSCME or the City may request that the Mayor's designee or AFSCME's executive board investigate the alleged release or disclosure and recommend the appropriate action to be taken.

Upon AFSCME's request, the City will provide AFSCME a summary of disciplinary actions taken during the previous year. This summary will not include employees' names. This information will be kept confidential.

The City will deduct AFSCME membership dues from an employee's pay when the employee makes a written request. The City will stop making the deduction upon an employee's request. The City will notify AFSCME of any such request. AFSCME agrees it will provide to the City mutually acceptable forms allowing an employee to join AFSCME and to discontinue the employee's AFSCME membership.

Upon ten (10) calendar days advance notice, the City will provide AFSCME a list of membership additions and deletions and current business addresses, business telephone numbers, and original dates of hire when available as computed by the City's payroll department.

The City will provide AFSCME space of not less than four (4) feet wide and three (3) feet high to place a bulletin board at locations requested by AFSCME and agreed to by the City. The City may require AFSCME to remove material that violates City policy.

The City will provide paid time off from scheduled work to allow AFSCME's President to attend the memorial of an individual who was an eligible employee at the time of death.

The City will provide AFSCME copies of all personnel policies and procedural directives, along with any changes in such personnel policies and procedures.

In an effort to encourage trust and communications, the City agrees to give AFSCME's President and Executive Director thirty (30) calendar days' notice prior to changing any City personnel policy. The City agrees to give AFSCME's President and Executive Director fourteen (14) calendar days' notice prior to changing any department personnel policy. AFSCME may agree to waive these notice provisions.

The purpose of the notice is to solicit AFSCME's input on the written personnel policy changes. The provision shall not be construed to limit or discourage efforts of either the City or AFSCME to discuss additional matters of mutual concern.

ARTICLE 9 – COMMITTEES

A. Labor Management Committee

The City and AFSCME will jointly establish a Labor Management Committee.

One AFSCME representative from each department and seven (7) employees appointed by the City will make up the Committee. The AFSCME representatives will be appointed by the Union.

The Committee will meet at least once every quarter. Time spent during the Committee's meetings will be considered time worked. The Mayor's designee will, after consulting with AFSCME, prepare and distribute the agenda for each meeting.

The Committee will discuss any issues related to eligible employees' wages, hours, and other conditions of employment. The Committee may make recommendations to Department Directors on these issues.

A Department Director may create his or her own committee to address these issues.

B. Safety Committees

Each department establishing a Safety Committee will include at least one (1) representative and one (1) alternate appointed by AFSCME. The Department of Airports, Department of Public Services, and Department of Public Utilities will each establish a Safety Committee. If the City establishes a City-wide Safety Committee it will include at least one (1) AFSCME representative from each department.

ARTICLE 10 – PERSONNEL FILES

Departments will provide a copy of all written disciplinary actions to Human Resources within thirty (30) calendar days of the date of the discipline. Human Resources will maintain the documents in a secure, centralized location. Any eligible employee has the right to review his or her files and to request that a written warning be purged after two years, provided the written warning was not EEO or Violence in the Workplace related. Denial of an eligible employee's request that such a written warning be purged shall be in writing and shall be provided to the eligible employee.

ARTICLE 11 – SENIORITY

An eligible employee's seniority will be based upon an eligible employee's continuous paid City service. Continuous paid City service as an hourly, seasonal, or regular part time employee will not be used when calculating an eligible employee's seniority. If two eligible employees have the same seniority date, the eligible employee with the highest employee identification number will be considered the most senior.

ARTICLE 12 – WAGE SCHEDULE

Subject to Article 13, the City agrees that from June 28, 2020 through June 26, 2021, it will pay eligible employees the amounts outlined in the Wage Schedule attached as Appendix "A".

The City and AFSCME agree that there will be a limited reopener of this MOU for the exclusive purpose of negotiating the wage schedules for subsequent fiscal years covered by this MOU.

ARTICLE 13 – MERIT AND PAY INCREASES

100 Series and 200 Series Eligible Employees

For June 28, 2020 to June 26, 2021, the City and AFSCME agree that each 100 series, 200 series, and 330 series eligible employees will be paid biweekly in accordance with the wage schedule as set forth in Appendix "A" of this MOU. Eligible employee pay rates shall be based on "completed years of service," which shall be the number of calendar years the eligible employee has completed in their assigned job title.

General Provisions

"Completed years of service" shall be calculated to be the number of calendar years the eligible employee has completed in the job title. "Job title" shall mean the specific job title, including levels of a career ladder (i.e. "Office Facilitator I" or "Office Facilitator II" or "Sanitation Operator II").

An eligible employee may move to a higher pay rate during the effective dates of the wage schedule provided for in this Article in the event that the passage of the eligible employee's

anniversary date results in the employee completing the requisite number of completed years of service.

For newly hired eligible employees or to facilitate the movement of employees from one job title to another as part of a career ladder, the City may “credit” eligible employees with completed years of service to reflect objective criteria such as prior experience or training so long as the criteria are fully disclosed and consistently applied.

ARTICLE 14 – LONGEVITY PAY

Each eligible employee who has completed six (6) continuous full years of employment with the City will receive an additional Fifty Dollars (\$50) each month.

Each eligible employee who has completed ten (10) continuous full years of employment with the City will receive an additional Seventy Five Dollars (\$75) each month.

Each eligible employee who has completed sixteen (16) continuous full years of employment with the City will receive an additional One Hundred Dollars (\$100) each month.

Each eligible employee who has completed twenty (20) continuous full years of employment with the City will receive an additional One Hundred Twenty Five Dollars (\$125) each month. Longevity pay will be based on the most recent date an eligible employee became a full-time employee with the City.

ARTICLE 15 – SHIFT DIFFERENTIAL

In addition to an eligible employee’s regular hourly rate the City will pay an hourly shift differential as follows:

1. If half or more of the working hours in an eligible employee’s shift (not exceeding 12 hours) are between the hours of 3:00 p.m. and 10:00 p.m., the eligible employee will receive a premium of Seventy Cents (\$.70) for each hour of that shift; or
2. If half or more of the working hours in an eligible employee’s shift (not exceeding 12 hours) are between 10:00 p.m. and 4:00 a.m., the eligible employee will receive a premium of Ninety Cents (\$.90) for each hour of that shift; or
3. If half or more of the working hours in an eligible employee’s shift (not exceeding 12 hours) are between the hours of 4:00 a.m. and 9:00 a.m., the eligible employee will receive a premium of Seventy Cents (\$.70) for each hour of that shift.
4. When working hours in a single shift exceed 12 hours, the eligible employee will receive a premium of Ninety Cents (\$.90) for each hour worked in excess of 12 hours.

All shift differential pay will be included when computing overtime. Eligible employees who are receiving the Snow Fighter Corps differential pay under Article 16 will not receive a shift differential while receiving Snow Fighter Corps differential pay.

ARTICLE 16 – SNOW FIGHTER PAY

If the City's Department of Public Services identifies an eligible employee as a member of the Snow Fighter Team, it will pay the eligible employee a minimum of One Hundred Dollars (\$100) per week during the snow fighter seasons (November 1, 2020 to March 20, 2021, October 31, 2021 to March 19, 2022, and October 30, 2022 to March 18, 2023) not to exceed \$2,000 during any one snow season ("Snow Fighter Pay"). This premium replaces callback pay, standby/on-call pay, pay for shift changes, and any shift differential for work related to snow removal.

The City will determine how many employees are needed from each workgroup to effectively staff the Snow Fighter Team. Based on operational need, some work groups will be assigned to mandatory Snow Fighter. Additional work groups may offer voluntary snow fighter assignments. Volunteers will be assigned based upon City seniority within the workgroup. If the City does not have enough volunteers to staff a Snow Fighter Team, the City will assign eligible employees based on City seniority starting with the least senior eligible employee in the workgroup.

The City may apply some flexibility to an eligible employee's regularly scheduled shifts during the identified snow season as long as the eligible employee receives pay for the regularly scheduled number of hours each day. If a manager sends an eligible employee in the Snow Fighter Team home to rest in anticipation of being called out later in the day, only to discover the eligible employee was not needed, the eligible employee will receive pay for his or her regularly scheduled hours for that work day.

Any eligible employee assigned to the Snow Fighter Team who is on light duty, short term disability, or worker's compensation who cannot perform Snow Fighter Team duties for any portion of a given week will not receive the Snow Fighter Pay for that week.

Any eligible employee who misses a snow event for an unapproved reason will not receive the Snow Fighter Pay for that week.

Eligible employees in the Snow Fighter Team must obtain authorization from supervisor(s) in order to be unavailable to report for snow fighting due to vacation, personal leave, or other authorized absence.

Volunteer Snow Fighter Vacation Procedure:

City employees who volunteer for Snow Fighter duties within Public Services will be allowed to submit their vacation requests per Article 33.

When the employee takes their scheduled vacation, and they agree to report for a snow event during their vacation, the employee will continue to receive Snow Fighter pay.

If it's a short notice vacation request or personal leave, and the employee agrees to report for a snow event, they will continue to receive Snow Fighter pay.

If the employee elects to be unavailable for the majority of the week during their scheduled or short notice vacation they will not receive Snow Fighter pay for that week.

Any eligible employee who misses a third snow event during a snow season may be removed from the Snow Fighter Team for the rest of the season.

The City may also prevent an eligible employee from being in the Snow Fighter Team or remove an eligible employee from the Snow Fighter Team for the rest of the season if the City documents the eligible employee's poor work performance in the Snow Fighter Team. Any eligible employee removed

for such a reason will receive the Snow Fighter Pay through the last week in which the employee remains part of the Snow Fighter Team.

ARTICLE 17 – CERTIFICATION DIFFERENTIAL PAY

All eligible employees who have completed the required training and passed the testing for certification will, at a minimum, receive the following:

Water Distribution Water Treatment Plant Wastewater Treatment Plant (monthly)			
Certification Grade	Water Dist. Operator I WRF Operator I	Water Dist. Operator II Water Plant Operator I WRF Operator II	Senior Water Dist. Operator Water Plant Operator II WRF Operator III
1	\$0	\$0	\$0
2	\$20	\$0	\$0
3	\$50	\$30	\$0
4	\$100	\$80	\$50

ASE Technicians (monthly)	
Number of Certifications	Fleet Mechanics
1	\$5
2	\$10
3	\$15
4	\$20
5	\$25
6	\$30
7	\$35
8	\$40

ARTICLE 18 – TOOL ALLOWANCE

An eligible employee meeting the following qualifications will receive a minimum of One Hundred Dollars (\$100) per month as a tool allowance:

1. The eligible employee is required to use personal tools on his or her City job and this requirement is in the employee's job description; and,
2. The replacement cost of the tools used exceeds Five Thousand Dollars (\$5,000); and,
3. The eligible employee must actually use the tools on a daily basis and not just store them on the job site.

The City will not require an eligible employee to provide her or his own tools in excess of Five Thousand Dollars (\$5,000) without paying a tool allowance.

Each eligible employee will maintain an inventory of his or her tools and provide a copy of that inventory to his or her department by September 1 each year. If an eligible employee loses any tools on his or her inventory list the eligible employee may submit a claim to the City's Risk Manager.

The City will pay the eligible employee for any loss not in excess of Fifteen Thousand Dollars (\$15,000), less a Two Hundred Fifty Dollars (\$250) deductible for which the eligible employee is responsible. The City will use the replacement value of the lost tools when paying for the loss.

The City will only pay for the loss if the equipment was lost from a City work location and is on the eligible employee's current inventory list. An eligible employee must update his or her inventory list when he or she purchases additional tools.

ARTICLE 19 – UNIFORM ALLOWANCE*

Each department that requires an eligible employee to wear a uniform will establish a uniform policy for eligible employees after consulting with AFSCME. If a department does not provide a uniform and a uniform is required, the affected eligible employee will receive no less than Sixty Dollars (\$60) a month as a uniform allowance.

ARTICLE 20 – AUTOMOBILE ALLOWANCE

The City will pay eligible employees who are authorized to use privately owned automobiles for official City business as required by City policy.

ARTICLE 21 – WORKING OUT OF CLASS

An eligible employee required to work out of his or her job classification in a supervisory or managerial position will receive an additional One Dollar (\$1.00) per hour for each working day or shift.

ARTICLE 22 – MEAL ALLOWANCE

Unless the City provides a meal, an eligible employee who, with supervisory approval, works two (2) or more additional continuous hours during a scheduled or unscheduled work day in conjunction with the number of hours the eligible employee normally works in a work day will be paid Ten Dollars (\$10.00) as reimbursement for meals. An eligible employee will receive Ten Dollars (\$10.00) for each additional continuous four (4) hours of work. This reimbursement will continue until the eligible employee is released from work.

ARTICLE 23 – COURT APPEARANCES

An eligible employee will receive compensation for a court appearance or administrative hearing appearance as a witness subpoenaed by the City, the State of Utah, or the United States if the appearance is related to the eligible employee's City employment (which includes the eligible employee's witnessing an alleged criminal act that occurred while the employee was on work time), under the following conditions:

1. A court appearance or administrative hearing appearance made while on-duty will constitute regular hours worked.
2. All time spent in a court appearance or administrative hearing appearance will be treated as time worked.
3. If the City requires an eligible employee to prepare for a court appearance or administrative hearing appearance during the employee's off-duty hours, such preparation time will be treated as time worked for overtime purposes assuming a City department verifies that the eligible employee's preparation time was required.
4. The following conditions must be satisfied in order for the City to pay an eligible employee:
 - a. The start time of the required appearance is noted on the subpoena;
 - b. The end time (i.e. when the eligible employee is anticipated to be released from the court appearance or administrative hearing appearance) is noted on the subpoena and initialed by the prosecuting attorney or appropriate government representative; and
 - c. The eligible employee delivers the signed subpoena to their supervisor within seven (7) working days following the court appearance or administrative hearing appearance.

Under the following conditions an eligible employee will have the option of taking unpaid leave when appearing during the employee's on-duty hours in response to a subpoena that is not related to the eligible employee's City employment:

1. The eligible employee provides their supervisor with at least seven days advance notice of the pending court or arbitration appearance required by the subpoena and the fact that the eligible employee desires to use unpaid leave for such appearance;

2. The start time of the required appearance is noted on the subpoena;
3. The end time (i.e. when the eligible employee is anticipated to be released from the court appearance or administrative hearing appearance) is noted on the subpoena and initialed by the prosecuting attorney or appropriate government representative; and
4. The eligible employee delivers the signed subpoena to their supervisor within seven (7) working days following the court appearance or administrative hearing appearance.

ARTICLE 24 – INSURANCE

The City will make available life, accidental death and dismemberment, dental, and health insurance to all eligible employees pursuant to City policy. The City agrees it will provide the same terms and conditions for this insurance that the City is providing to employees in all other certified bargaining units. The City will deduct eligible employees' biweekly payments at the same time it pays eligible employees.

Any change in insurance premiums will begin on the first pay day of July.

The City agrees to continue to make available an Employee Assistance Program to provide limited counseling services by an outside confidential firm for employees and their eligible dependents. The City will continue to contribute in the Health Reimbursement Plan. The City will contribute Eight Hundred, Thirty Four Dollars (\$834.06) per fiscal year (prorated by bi-weekly pay periods) into each eligible employee's HRA account.

ARTICLE 25 – PENSION PLAN CONTRIBUTIONS

The City agrees to pay the eligible employee's share and the employer's share of the URS Tier I Public Employees retirement contribution and the employer's share of the URS Tier II Public Employees retirement contribution required by state statutes as they are interpreted by the Utah State Retirement Board.

ARTICLE 26 – HOURS OF SERVICE

A. Hours of Work

Forty (40) hours constitutes a normal workweek except for alternative work schedules approved by the City.

This clause does not limit or prevent the City from changing or establishing work schedules as the need arises or require the City to guarantee an eligible employee forty (40) hours work per week. The City, with AFSCME's agreement, has adopted variable 40-hour workweek schedules including 8-hour, 10-hour, and 12-hour days.

B. Schedule Changes

1. Definitions.

The following definitions apply to this Subparagraph:

a. "SCHEDULE CHANGE" means any change in the start time of an eligible employee's regularly scheduled shift or the eligible employee's regularly scheduled work days. A Schedule Change does not include: 1) the assignment of additional hours, shifts, or work days in excess of an employee's regular schedule (i.e. Scheduled Overtime) or 2) the extension of an eligible employee's regular work shift as necessitated by operational requirements. In the event an eligible employee has worked overtime hours and wishes to shorten his or her regular work shift or not work a regularly scheduled work day, the eligible employee may do so, with the approval of the supervisor, without it being considered a Schedule Change.

b. "MINIMAL SCHEDULE CHANGE" means a Schedule Change that is thirty minutes or less.

c. "UNFORESEEN CIRCUMSTANCES" means circumstances that: i) directly affect critical staffing levels; and ii) cannot be reasonably foreseen sufficiently in advance to provide ten days notice. The existence of such Unforeseen Circumstances must be determined by the Mayor (or Mayor's Designee), a Department Director, or a Division Manager (or functional equivalent).

2. Notice.

a. For any Schedule Change, other than Minimal Schedule Change, the City will provide ten calendar days notice to all affected eligible employees. If the City fails to give ten calendar days notice to affected eligible employees the City will pay each affected eligible employee callback pay for each working day the affected eligible employee works from the date the schedule change takes effect until ten days from the date of actual notice. The City will not have to provide such notice if there are Unforeseen Circumstances. However, the City will provide as much notice as is practicable once the existence of such Unforeseen Circumstances has been determined.

b. Such notice will not be required when an affected eligible employee is placed on light or modified duty, when such a change is needed for unforeseen training purposes, when an employee is needed for incidental overtime, while on paid administrative leave or as a result of an ADA accommodation for either the affected eligible employee or another employee.

d. City will not use multiple Minimal Schedule Changes in sequence as a means of avoiding the ten day notice requirement.

e. All notices provided for in this Section 26.B will be provided orally and in writing. The City may provide written notice by e-mail to the eligible employee's City e-mail address. The date of the email will serve as the date of written notice.

3. Schedule Change by Agreement

a. A voluntary change in an eligible employee's schedule will not be a Schedule Change if it is changed at the request of the employee based upon the employee's immediate personal need and the employee's supervisor agrees to the change.

b. A voluntary change in an eligible employee's schedule, or multiple eligible employees' schedules, for any other reason will not be a Schedule Change if the workgroup and the workgroup's supervisor agree to the change. The workgroup's agreement will be determined by a majority vote of the affected eligible employees in the workgroup. No retaliatory action may be taken against an eligible employee within the workgroup who refuses to vote in favor of a proposed alternation to schedules pursuant to this subparagraph. .

4. Overtime

This Subparagraph is not intended to avoid the payment of overtime.

5. Exceptions

Construction inspectors, construction coordinators, construction plan reviewers, and eligible employees in the Engineering Division at the Department of Airports or eligible employees working in information technology may be subject to a schedule change without notice and are therefore not covered by this Section.

C. Rest Periods

An eligible employee will receive a fifteen-minute rest period during each four (4) hour work period. The rest period will be included within the work shift unless there are extraordinary circumstances preventing a break. Operational needs will determine when an eligible employee receives a break. An eligible employee's rest periods will be counted as time worked when calculating overtime. The City will make a reasonable effort to provide breaks near the middle of each four (4) hour work period. An eligible employee may request to combine a rest period with their lunch break when scheduling and circumstances permit such an approach consistent with department or work group policy and upon receiving supervisor approval. An eligible employee who chooses not to take a break or is required by unforeseen circumstances to work during a break will not receive additional compensation.

D. Meal Periods

An eligible employee will have a maximum sixty (60) minute lunch period during each work shift. City departments will schedule the lunch period based on operational needs. An eligible employee will only be paid for the lunch period if required to be on the work site or to perform any work during the lunch period. Instead of being paid for working during a lunch period, an eligible employee may request to end the work shift early by the same number of minutes worked during the lunch period.

E. Cleanup Period

If necessary, an eligible employee will receive a personal cleanup period before the end of each work shift. City departments will determine the length of the cleanup period. Any cleanup period will not exceed fifteen (15) minutes, excluding shutdown and travel times. A City department may authorize a longer period due to extraordinary need and circumstances. An eligible employee's cleanup period will be counted as time worked when calculating overtime compensation.

F. Availability for Work

An eligible employee will not receive compensation and may be subject to discipline if the eligible employee fails to remain available for work as required or reports to work unable to perform the eligible employee's job functions.

An eligible employee on callback status directed to return to work who informs his or her supervisor as early as possible that he or she is unable to work will not be disciplined.

Any eligible employee determined to be unfit at the time of reporting to duty will not receive any compensation otherwise due.

G. Shortened Work Days

An eligible employee reporting to work on a regularly scheduled working day will be guaranteed three (3) hours regular pay if the City tells the eligible employee not to work and to return home. If an eligible employee performs any work, the eligible employee will receive eight (8) hours of regular pay.

ARTICLE 27 – OVERTIME*

If the City requires an eligible employee to perform overtime work, the City will compensate the eligible employee by paying the eligible employee one and one-half times the eligible employee's hourly rate, or allow the eligible employee to request one and one-half hours of paid time off from work for each hour of overtime the eligible employee worked ("compensatory time"). Each City department has the absolute right to either pay the eligible employee or to allow the eligible employee to take or accrue compensatory time off. The City may elect at any time to pay the eligible employee all or any portion of the accrued compensatory time at the eligible employee's applicable hourly rate. AFSCME agrees that the administration and scheduling of any necessary overtime work is solely a function of the City.

Paid personal leave, sick leave and vacation hours will not be considered time worked when calculating overtime.

A. Definitions

1. "Potential overtime hours" means hours worked in addition to an employee's normally scheduled work hours even if there is a possibility that the employee will not work sufficient hours in the pay period for such hours to actually be paid at an overtime rate.
2. "Scheduled overtime" means any potential overtime hours scheduled to occur in a manner that does not constitute work subject to Article 29 (On-Call) or Article 30 (Callback).
3. "Incidental overtime" means mandatory scheduled overtime for a specific eligible employee where such eligible employee is needed at work on a regularly scheduled work day at a designated time for such matters as meetings, training, physicals, CDL

requirements, or investigative interviews. Departments shall provide as much notice as possible and will make reasonable efforts to accommodate an eligible employee's scheduling conflicts.

4. "Involuntary overtime" means potential overtime hours assigned to eligible employees as a result of there being insufficient volunteers to cover needed overtime pursuant to the procedures set forth in Section 27.B.

B. Voluntary Overtime Assignments

1. Any qualified eligible employee in a workgroup may volunteer to be included on a list of eligible employees who will be offered an assignment of potential overtime hours.
2. Prior to the beginning of each calendar year, each workgroup shall determine, by majority vote, whether the voluntary overtime list will expire and be replaced quarterly or annually. The list will initially, or upon replacement after expiration, be arranged in descending order of seniority. The City agrees to physically post the voluntary overtime list in a location accessible to eligible employees.
3. The City will make a reasonable attempt to offer potential overtime hours to the qualified eligible employees on the volunteer list on a rotation basis by offering potential overtime hours to the first name on the voluntary overtime list at the time of the assignment. However, the City retains the right to determine whether an eligible employee is qualified to work the potential overtime hours and may skip over non-qualified eligible employees if appropriate. Once an eligible employee has accepted or declined an offer of potential overtime hours, that eligible employee will move to the bottom of the list.

Except when the request is posted pursuant to subparagraph 4 below, City will attempt to orally offer an assignment directly to the eligible employee either in person or over the phone.

An eligible employee's failure to answer a telephone call making such an offer will count as an eligible employee declining the potential overtime hours.

In the event the City makes an error in the rotation that results in an eligible employee being improperly placed at the bottom of the voluntary overtime list, the City shall rectify the error by placing the eligible employee back to the top of the list. If the list expires prior to such eligible employee being offered an overtime assignment, the City will, in consultation with AFSCME, make an adjustment to the subsequent list in an effort to rectify the error. If a qualified eligible employee has missed multiple potential overtime hour assignments due to such error, multiple adjustments may be made to the list to rectify the error.

4. The City may also request that all qualified eligible employees in a workgroup volunteer to work potential overtime hours for a specific event by posting a request in the work place at least four calendar days prior to the event. If more employees volunteer than are needed for such an assignment, the order in which the employees appear on the volunteer list shall be used to determine which eligible employees work the assignment. Those who work the assignment shall be moved to the bottom of the list. The City will not count an eligible employee on the volunteer list who does not volunteer for the specific posted event as having declined the work.

5. Upon request of AFSCME, the workgroup's supervisor and the AFSCME steward assigned to that workgroup, or the lead steward in that department, will meet to review the workgroup's records to make sure that the assignment process was properly followed.
6. For the purpose of continuity and completion of assignments, eligible employees working on specific projects are exempt from this overtime assignment provision. However, the City agrees that it will make a reasonable attempt to offer overtime assignments in a fair and consistent manner.

C. Involuntary Overtime Assignments

1. In the event that the City needs to assign involuntary overtime, it will first do so to qualified regular part-time, seasonal and hourly employees. If there is still a need, the City will assign the involuntary overtime in reverse order of seniority by first attempting to contact the qualified eligible employee with the least seniority, and then contacting the next least senior, qualified eligible employee until all overtime work assignments have been made.
2. An eligible employee may be subject to disciplinary action for refusing an overtime assignment.

D. Incidental Overtime Assignments

Incidental overtime assignments shall not be subject to the procedures set forth in Section 27.B and shall be made by notifying the eligible employee of the assignment with as much notice as practicable.

ARTICLE 28 –PART-TIME AND HOURLY EMPLOYEES

Unless otherwise provided in state, federal or municipal law, part-time and hourly employees, as defined by the City, who perform essentially the same job duties of eligible employees will not be included in the overtime rotation for those job duties as provided to an eligible employees in this MOU and will be assigned overtime only as required by this MOU.

Part-time and hourly employees will be laid off before qualified eligible employees in the same job description.

Part-time and hourly employees performing essentially the same job duties as eligible employees cannot bid on holidays, vacations, shifts and other benefits that are affected by an eligible employee's seniority.

Part-time employees cannot replace or displace full-time eligible employees in their job classifications, positions, or normal job duties.

ARTICLE 29 – STANDBY / ON-CALL PAY

The City may require an eligible employee to remain available to return to work outside of the eligible employee's regularly scheduled work hours. During this time, the eligible employee may be required to notify the City where the eligible employee can be reached for an immediate return to work. The City will

pay an eligible employee placed on standby/on-call two (2) hours straight-time pay for each twenty-four (24) hour day he or she is on standby/on-call status.

If the eligible employee is required to work, the eligible employee will be guaranteed a minimum four (4) hours work or a minimum of four (4) hours straight-time pay. An eligible employee will receive an additional two (2) hours straight-time pay for each additional occasion he or she is called to work during the twenty-four (24) hour standby/on-call period.

An eligible employee in the Department of Public Utilities or the Airport will receive two (2) hours straight-time pay per each twelve (12) hour period he or she is on standby/on-call.

Eligible employees who are members of the Snow Fighter Team will not receive the additional standby/on-call allowance during those periods when they are performing snow fighter duties. Eligible employees who are members of the Snow Fighter Team are still eligible for standby/on-call pay during the snow season if the standby/on-call is not due to Snow Fighter Team duties.

ARTICLE 30 – CALLBACK PAY

An eligible employee who has been released from regularly scheduled work and standby/on-call periods and clocked out (for those workgroups using a time clock) and who returns to the place of work, incident, scene or place of assignment without prior notice or scheduling before his or her next normal duty shift will receive a premium of three (3) hours straight-time pay and will be guaranteed a minimum of four (4) hours work or straight-time pay. This will not be considered a shift change.

An eligible employee who has been released from regularly scheduled work or standby/on-call and clocked out who is directed to return to work will receive a minimum of one (1) hour straight time pay if the City notifies the eligible employee that the callback has been cancelled before the eligible employee arrives at the eligible employee's place of work, incident, scene or place of assignment.

ARTICLE 31 – JOB BIDS

It is the City's intent to provide opportunities for current City employees to be promoted or move between jobs within the City using the following procedures:

A. Internal Job Announcement Procedure

The City will post internal job announcements for at least five (5) City business days in a conspicuous location in each department and send notice to each department's lead steward within the next business day after a new job is posted. An eligible employee may apply for the position by providing all required information. Job announcements will contain the position's minimum qualifications and clearly state any job requirements.

B. External Job Announcement Procedure

If a department does not fill a position from the pool of internal applicants, the department head may request Human Resources open the position to external applicants.

C. Selection Procedure

An eligible employee submitting an application who meets the minimum qualifications for a posted position will be considered for that position.

The City will select the eligible employee with the most City seniority if two (2) or more applicants tie with the highest score during the selection process.

D. Neutral Observer

AFSCME may request and select, in consultation with City, a neutral observer to attend oral interviews for eligible positions. A neutral observer will be entitled to attend all oral interviews for the eligible position but will not actively participate in the interviewing process nor be present for discussion or scoring of interviewees by the interviewing panel.

E. Job Bid Grievances

An eligible employee may file a grievance if the eligible employee believes the City did not follow this Article as allowed by Article 46.

F. Return to Former Position

An eligible employee accepting a new position may return to his or her former position within the 'first thirty (30) calendar days in the new position.

G. Probationary Period*

An eligible employee accepting a new position must serve a ninety (90) calendar day probationary period. The City may extend the probationary period for training purposes. An eligible employee who fails to successfully complete the probationary period will be returned to his or her former position.

H. Recruitment Training

In an effort to assist eligible employees with the job application process, the City will hold quarterly training sessions available to eligible employees. The training sessions will include such topics as resume building, development of interviewing skills, and mock interviews. Eligible employees who wish to participate will be provided time during their normal working hours to attend the training, subject to supervisory approval which will not be unreasonably withheld. City will make reasonable accommodations to allow employees whose normal working hours do not coincide with the training an opportunity to attend.

ARTICLE 32 – SHIFT AND ROUTE BIDS*

The City will assign eligible employees to shifts and/or routes based upon operational needs. Eligible employees will bid for the remaining shift/route assignments based on seniority.

*Each department will provide a written copy of all notices required by this Article and each current employee's seniority to the workgroup's assigned steward.

A. Shift and Route Bids for Calendar Year 2021

Each department will post written notice of the shift and route bid for calendar year 2021 by October 17, 2020.

Any eligible employee wishing to bid for a shift or route for calendar year 2021 must submit a written bid between October 23, 2020 and October 27, 2020.

Each department will notify its eligible employees of the bid and/or route the eligible employee will work no later than November 14, 2020 for the calendar year 2021.

B. Shift and Route Bids for Calendar Year 2022

Each department will post written notice of the shift and route bid for calendar year 2022 by October 16, 2021.

Any eligible employee wishing to bid for a shift or route for calendar year 2022 must submit a written bid between October 22, 2021 and October 26, 2021.

Each department will notify its eligible employees of the bid and/or route the eligible employee will work no later than November 13, 2021 for the calendar year 2022.

C. Shift and Route Bids for Calendar Year 2023

Each department will post written notice of the shift and route bid for calendar year 2023 by October 15, 2022.

Any eligible employee wishing to bid for a shift or route for calendar year 2023 must submit a written bid between October 28, 2022 and November 1, 2022.

Each department will notify its eligible employees of the bid and/or route the eligible employee will work no later than November 19, 2022 for the calendar year 2023.

ARTICLE 33 – VACATION AND HOLIDAY BIDS*

Eligible employees may bid on vacation and holiday leave. Approval for those bids will be based on seniority. An eligible employee may only request vacation or holiday time which the eligible employee has already accrued or will have accrued prior to the requested dates.

A department director may only cancel an eligible employee's previously approved vacation or holiday request in extraordinary circumstances.

A. Vacation and Holiday Bids for Calendar Year 2021

Eligible employees bidding on vacation and holiday leave for calendar year 2021 must provide the City a written request between November 20 and November 28, 2020.

Each department will notify eligible employees which vacation and holiday days the eligible employee has successfully bid on for calendar year 2021 on or before December 12, 2020.

B. Vacation and Holiday Bids for Calendar Year 2022

Eligible employees bidding on vacation and holiday leave for calendar year 2022 must provide the City a written request between November 19 and November 27, 2021.

Each department will notify eligible employees which vacation and holiday days the eligible employee has successfully bid on for calendar year 2022 on or before December 11, 2021.

C. Vacation and Holiday Bids for Calendar Year 2023

Eligible employees bidding on vacation and holiday leave for calendar year 2023 must provide the City a written request between November 25 and December 3, 2022.

Each department will notify eligible employees which vacation and holiday days the eligible employee has successfully bid on for calendar year 2023 on or before December 17, 2022.

D. Cancelling Vacation and Holiday Requests after a Successful Bid

An eligible employee may cancel an approved vacation or holiday bid request by providing written notice fourteen (14) calendar days prior to the date of the approved vacation or holiday. The City will make a reasonable attempt to offer any cancelled vacation or holiday to eligible employees who were unsuccessful in bidding for that same time during the annual vacation/holiday bid.

E. Other Vacation and Holiday Requests

After the annual vacation and holiday bid, an eligible employee may request to take additional accrued vacation or holiday leave. A supervisor will grant or deny the request as soon as possible.

F. Cancelling Other Vacation and Holiday Requests

An eligible employee may cancel any vacation or holiday leave approved after the annual bid by giving written notice fourteen (14) calendar days prior to the date of the approved holiday or vacation.

A supervisor will grant any other request to cancel an approved vacation or holiday request unless:

1. Operational needs have changed in such a way that the City does not need the eligible employee to work on the requested leave dates; or
2. The City has provided a shift change notice to cover the requested leave dates.

ARTICLE 34 – VACATIONS

The City will pay an eligible employee his or her regular wages during vacation periods accrued and taken as allowed by this Article.

Every eligible employee will accrue vacation hours on a bi-weekly basis from the date the eligible employee begins full-time employment with the City. Vacation hours may be used on the first day of the pay period following the period in which the vacation hours are accrued.

Eligible employees re-hired by the city will receive up to three years of prior service credit for vacation and personal leave accrual only. Prior service credit does not apply to any other benefits, including longevity pay or short-term disability.

If the City requires an eligible employee to work during an approved vacation period, the City will pay the eligible employee three (3) hours straight time pay and will compensate the eligible employee for the time the employee works at time and one half.

An eligible employee will not receive vacation compensation during the time the City requires the eligible employee to return to work during an approved vacation period. The eligible employee will be allowed to reschedule the vacation not used during this period.

A. Vacation Accrual

An eligible employee who has successfully completed his or her initial probationary period will accrue vacation on the following schedule:

Completed Years of Continuous City Service	Hours of Vacation per Year	Hours Accrued per Pay Period
0 to completion of year 3	97	3.73
Beginning of year 4 to completion of year 6	115	4.42
Beginning of year 7 to completion of year 9	125	4.81
Beginning of year 10 to completion of year 12	144	5.54
Beginning of year 13 to completion of year 15	160	6.15
Beginning of year 16 to completion of year 19	176	6.77
Beginning of year 20 or more	200	7.69

The City and AFSCME agree that vacation accrual rate is based on continuous years of full-time City service and not upon an eligible employee's accumulated paid City service. An eligible employee will forfeit any vacation hours above the maximum at the end of each calendar year.

An eligible employee currently in the 100 and 200 series, with less than nine (9) years of continuous City employment may accumulate a maximum of 200 vacation hours.

An eligible employee currently in the 100 and 200 series, with more than nine (9) years of continuous City employment may accumulate a maximum of 280 vacation hours.

An eligible employee currently in the 330 series may accumulate vacation (including both earned vacation and sick leave conversion time) according to his or her credited years of employment with the City up to the following maximum limits:

1. Up to nine (9) years: up to two hundred forty (240) hours;
2. After nine (9) years: up to two hundred eighty (280) hours;
3. After fourteen (14) years: up to three hundred twenty (320) hours.

B. Benefits upon Termination

Upon termination, the City will pay an eligible employee for all:

1. Accrued but unused vacation time;
2. Unused holiday time accrued within the twelve months prior to termination; and
3. Any accrued but unused compensatory time off.

ARTICLE 35 – HOLIDAYS

A. Holidays Specified

The City will observe the following holidays for all eligible employees:

1. The first day of January (New Year's Day);
2. The third Monday of January (observed as the anniversary of the birth of Dr. Martin Luther King, Jr., also known as Human Rights Day);
3. The third Monday of February (President's Day);
4. The last Monday of May (Memorial Day);
5. The fourth day of July (Independence Day);
6. The twenty-fourth day of July (Pioneer Day);
7. The first Monday in September (Labor Day);
8. The second Monday of October (Columbus Day; only for eligible employees assigned to the Justice Court Division). Columbus Day may be celebrated within fifty (50) days following the date of its actual occurrence. However, an eligible employee may celebrate Columbus Day on a day other than specified if the eligible employee's supervisor approves the eligible employee's written request. The supervisor will not unreasonably deny a request;
9. The eleventh day of November (Veteran's Day);
10. The fourth Thursday in November (Thanksgiving Day);

11. Friday after Thanksgiving Day (for all eligible employees except for those assigned to the Justice Court Division). The Friday after Thanksgiving Day may be celebrated within fifty (50) days before the date of its actual occurrence. However, an eligible employee may celebrate the holiday on a day other than the actual Friday after Thanksgiving Day if the eligible employee's supervisor approves the eligible employee's written request. The supervisor will not unreasonably deny a request;
12. The twenty-fifth day of December (Christmas);
13. One (1) personal holiday: to be taken contingent on the operational requirement of the eligible employee's department. An eligible employee's supervisor will either grant or deny an eligible employee's written request no more than five (5) working days after receiving the request; and
14. Any day designated as a holiday by the Mayor or City Council.

An eligible employee whose regular schedule includes Saturday and/or Sunday will celebrate a holiday on the actual calendar day that it occurs. All other eligible employees will celebrate a holiday falling on a Sunday on the following business day. If a holiday falls on a Saturday, the preceding business day will be considered a holiday.

B. Holiday Work

If the City requires an eligible employee to work: 1) New Year's Day; 2) Human Rights Day; 3) President's Day; 4) Memorial Day; 5) Independence Day; 6) Pioneer Day; 7) Labor Day; 8) Columbus Day (only for eligible employees assigned to the Justice Court Division); 9) Veteran's Day; 10) Thanksgiving Day; 11) the day after Thanksgiving Day (excluding eligible employees in the Justice Court Division); or 12) Christmas Day, the City will pay the eligible employee for the hours the eligible employee actually works **and** the eligible employee may request the City either:

1. Provide an alternate day ("banked holiday") to observe the holiday. The banked holiday must be used within one year following the holiday worked. The City will not unreasonably deny an eligible employee's request to take a banked holiday; or
2. Pay for the holiday.

Each City department may decide which of the above two choices to provide.

The City will consider holiday hours as time worked when calculating overtime during the week of any observed holiday.

C. Non Worked Holiday

If a holiday falls on a day when the eligible employee is not required to work, the eligible employee may request the City either:

1. Provide an alternate day ("banked holiday") to observe the worked holiday. The banked holiday must be used within one year following the holiday worked. The City will not unreasonably deny an eligible employee's request to take a banked holiday; or
2. Pay for the holiday.

Each City department may decide which of the above two choices to provide.

The City will consider an eligible employee's holiday hours as time worked when calculating overtime during the week of: 1) New Year's Day; 2) Human Rights Day; 3) President's Day; 4) Memorial Day; 5) Independence Day; 6) Pioneer Day; 7) Labor Day; 8) Columbus Day (only for eligible employees assigned to the Justice Court Division); 9) Veteran's Day; 10) Thanksgiving Day; 11) the day after Thanksgiving Day (excluding eligible employees in the Justice Court Division); 12) Christmas Day; 13) one personal holiday; or 14) any alternative (banked) holiday even if the eligible employee does not work on that day.

D. Missed Holiday Work

If an eligible employee is scheduled to work a holiday and does not work that holiday, the City will deduct hours from the eligible employee's personal leave or sick leave account but pay the eligible employee for that holiday. However, that time will not be considered when computing overtime for that week.

ARTICLE 36 – SICK LEAVE & HOSPITALIZATION BENEFITS (Plan A Only)

A. Sick Leave Policy and Procedures

1. An eligible employee may use his or her sick leave if he or she is unable to work because of illness or injury.
2. An eligible employee who will be absent from work because of illness or injury must notify his or her supervisor that the eligible employee will be absent no later than thirty (30) minutes before his or her shift starts. Notification from an eligible employee to his or her supervisor by telephone, voice message, text, or email within the required timeframe will be considered sufficient. If extraordinary circumstances prevent the eligible employee from notifying his or her supervisor, the eligible employee must contact the supervisor as soon as reasonably possible.
3. The City may require an eligible employee using sick leave to provide written proof from his or her licensed health care professional that the eligible employee's sickness or injury prevented him or her from working for more than two (2) scheduled shifts or if the eligible employee failed to notify his or her supervisor as required by this MOU.
4. The City will allow eligible employees to use sick leave in a minimum of one (1) hour time periods for medical or dental appointments. The City may require an eligible employee to provide written proof that the eligible employee actually attended a medical or dental appointment.

B. Sick Leave Accumulation

An eligible employee may accumulate additional sick leave at the rate of 4.62 hours per pay period.

C. Sick Leave Conversion to Vacation Time

An eligible employee with two hundred forty (240) sick leave hours may convert a portion of that sick leave to vacation hours according to the following schedule.

Eligible Employees working 8-hour shifts:		Eligible Employees working 10-hour shifts:		Eligible Employees working 12-hour shifts:	
Number of Hours Sick Leave Used	Number of Hours to Convert	Number of Hours Sick Leave Used	Number of Hours to Convert	Number of Hours Sick Leave Used	Number of Hours to Convert
0	64	0	64	0	64
8	56	10	54	12	52
16	48	20	44	24	40
24	40	30	34	36	28
32	32	40	24	48	16
40	16	50	14	60	4
More than 40	0	More than 50	0	More than 60	0

D. Sick Leave Credit Forward

If an eligible employee converts sick leave hours to vacation hours, the remaining sick leave hours minus any sick leave hours used by the eligible employee during the year will be carried forward as accumulated sick leave hours.

E. Notification of Conversion

An eligible employee choosing to convert sick leave hours to vacation hours must notify Human Resources in writing, on or before January 31st of each year. The City will provide eligible employees information regarding sick leave use for the previous year and forms to request conversion. An eligible employee may only convert sick leave hours earned during the calendar year before the January 31st date.

F. Presumption of Use

An eligible employee must use any sick leave hours converted to vacation hours before taking any other day of vacation time. An eligible employee will not be paid for any sick leave hours converted to vacation hours upon termination.

G. Dependent Leave

1. An eligible employee may request dependent leave to care for the eligible employee's child, spouse, or parent who is ill or injured but may not have a serious health condition (non- FMLA-qualifying event).
2. The following provisions apply to the use of dependent leave:

- a. Dependent leave may be granted with pay on a straight-time basis.
- b. The supervisor or manager may require an eligible employee to provide information about the need for dependent leave.
- c. An eligible employee's sick leave shall be reduced by the number of days/shifts taken by an eligible employee as dependent leave under this paragraph.

H. Hospitalization

An eligible employee may use up to thirty (30) calendar days' hospitalization leave each calendar year. This leave may be used when an eligible employee is unable to work because of scheduled non-elective surgical procedures or because the eligible employee has been admitted to a hospital.

The City may require an eligible employee to provide written documentation of the need for hospitalization leave.

ARTICLE 37 – PERSONAL LEAVE (Plan B Only)

1. The City will provide paid personal leave to an eligible employee as insurance against loss of income when the eligible employee is absent from work due to illness or injury, to care for a dependent, or for any other emergency or personal reason, subject to the City's operational requirements.
2. Each eligible employee will receive personal leave based on the following schedule:

Months of Continuous City Service	Hours of Personal Leave
Less than 6	40
Less than 24	60
24 or more	80

An eligible employee hired during the plan year will be provided paid personal leave on a prorated basis.

Personal leave accrual is based on continuous months -of full-time City service and not upon an eligible employee's accumulated paid City service. However, an eligible employee will receive a maximum of three (3) years prior service credit toward personal leave accrual as provided in City policy.

3. Each eligible employee will receive personal leave on the first day of the pay period that includes November 15. Personal leave hours may be used on the first day of the pay period following the period in which the hours are earned.
4. Not later than October 31st of each calendar year, an eligible employee may notify his or her department in writing that he or she wants to:

- a. Convert up to 80 hours of unused available personal leave hours for a lump sum payment equal to 50 percent of the eligible employee's hourly rate in effect on date of conversion; or
 - b. Carryover to the next plan year up to 80 unused paid personal leave hours; or
 - c. Convert a portion of unused paid personal leave hours, for a lump sum payment as provided and carry over a portion as provided above.
5. An eligible employee may only carry over a maximum of 80 hours of paid personal leave to the next personal leave plan year. The City will convert any personal leave hours unused or converted before the end of the personal leave plan year beyond the maximum to a lump sum payment.
6. The City will pay an eligible employee who is terminated fifty (50%) percent of the hourly base wage rate for each unused and accumulated personal leave hour. Personal leave hours will be prorated based on when in the personal leave plan year the eligible employee terminated employment with the City.
7. Conditions of use of paid personal leave are:
 - a. Minimum use of paid personal leave is fifteen minutes.
 - b. Except in unforeseen circumstances, such as emergencies or the eligible employee's inability to work due to his or her illness or accident, the eligible employee must provide his or her supervisor or manager with prior notice to allow time for the supervisors or managers to make arrangements necessary to cover the eligible employee's work.
 - c. For leave due to unforeseen circumstances, an eligible employee must give his or her supervisor or manager as much prior notice as possible, but in no event later than thirty (30) minutes before commencement of the eligible employee's scheduled workshift. Notification from an eligible employee to his or her supervisor by telephone, voice message, text, or email within the required timeframe will be considered sufficient. If extraordinary circumstances prevent the eligible employee from notifying his or her supervisor, the eligible employee must contact the supervisor as soon as reasonably possible.
 - d. Supervisors or managers will not require an eligible employee to use another form of leave in lieu of requested paid personal leave.

ARTICLE 38 – SHORT TERM DISABILITY (Plan B Only)

The City provides protection against loss of income when an employee is absent from work due to short-term disability (SDI). There will be no cost to the eligible employee for SDI. SDI will be administered in accordance with the terms determined by the City.

ARTICLE 39 – LEAVES OF ABSENCE

A. Bereavement Leave

An eligible employee will be entitled to paid bereavement leave upon the circumstances provided for in this Section 39.A. An eligible employee must notify his or her supervisor as soon as possible that the eligible employee needs bereavement leave. The City will then release the employee from his or her regular scheduled work time in the following manner:

1. Immediate family bereavement leave

If an eligible employee, or an eligible employee's spouse or domestic partner, suffers the death of an immediate family member (defined as a spouse, domestic partner, adult designee, child, brother, sister, parent, grandparent, or grandchild, or the equivalent relationship established through marriage, i.e. "step" relations) the City will provide up to forty hours of paid leave to the eligible employee for bereavement and attendance of a funeral, memorial service, or equivalent event.

2. Other family bereavement leave

If an eligible employee suffers the death of a relative who is not an immediate family member, the City will provide one shift of paid bereavement leave for the eligible employee for a funeral, memorial service, or equivalent event.

3. Travel

An eligible employee will receive an additional paid shift of bereavement leave if the employee attends a funeral, memorial service or equivalent event that is held more than 150 miles distance from Salt Lake City and the day following the memorial service or equivalent event is a regular working shift.

4. Leave for death of a friend.

In the event of the death of an eligible employee's friend, paid bereavement leave will not be provided but the eligible employee may take unpaid leave or use his or her own available leave or vacation time to attend the funeral, memorial service or equivalent event, subject to the approval of the eligible employee's immediate supervisor. Reasonable efforts will be made to allow the eligible employee to use available time for this purpose.

5. Vacation and other leave.

- a. If any family member identified above dies while an eligible employee is on vacation, his or her vacation will be extended by the amount of time authorized as bereavement leave.
- b. An eligible employee who is on an unpaid leave of absence is not entitled to bereavement leave.

B. Employees Who Enter Military Service

An eligible employee who enters active service in the Utah State National Guard or in the service of a uniformed service of the United States, including the United States Army, United States Navy, United States Marine Corps, United States Air Force, commissioned corps of the National Oceanic and Atmospheric Administration, or the commissioned corps of the Public Health Service, is entitled to be absent from his or her duties and service with the City, without pay, as required by state and federal law.

C. Pay While on Military Duty

An eligible employee who is or becomes a member of the reserves of the United States Army, Navy, Air Force, Coast Guard and Marines, or any unit of the Utah National Guard, will receive full pay for all time not in excess of fifteen (15) continuous calendar days per year spent on military active duty in connection with the requirements of the service. This leave is in addition to annual vacation leave.

An eligible employee who does not participate in an annual exercise or serve on extended active duty, but instead participates in active military duty on a periodic basis throughout the year, will be allowed full pay for all the time not in excess of ninety (90) hours per calendar year spent on military duty. An eligible employee claiming this benefit must provide documentation to the City demonstrating the duty.

D. Leave for Jury Duty

An eligible employee will receive regular wages for any scheduled shift work missed due to jury service. In addition, an eligible employee is entitled to receive and retain statutory juror's fees paid for jury service.

If an eligible employee is required to report for jury service and is then excused by the Court during his or her regular working hours for the City, he or she will immediately return to work. An eligible employee failing to return to work after being excused by the Court will not be paid for that shift. An eligible employee must give his or her supervisors as much advance notice as possible of jury duty that may require him or her to be absent from work.

E. Family and Medical Leave

The Family and Medical Leave Act (FMLA) is a federal law that provides a period of unpaid leave each year and protects jobs and health care benefits for an eligible employee who needs to be off work for certain "family and medical" reasons. An eligible employee 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 Human Resources Department.

The City requires all employees utilizing FMLA leave to use their paid leave accruals before taking unpaid FMLA leave. Employees may keep a reserve up to 80 hours of paid leave time by submitting a written request.

F. Additional Leaves of Absence

An eligible employee may request up to six (6) months unpaid leave of absence at the discretion of the department head without loss of seniority or position.

G. Leave Disputes

If a dispute arises as to whether an eligible employee is entitled to leave under subparagraphs A-E, then the dispute can be submitted to the Human Resources Department director (or designee) for final determination. Any additional action regarding this determination can be addressed as set forth in Article 47.

ARTICLE 40 – LAYOFFS

Whenever layoffs are necessary, the City will first lay off temporary, probationary, and hourly employees with identical job duties to an eligible employee's job duties.

AFSCME elected officials will be listed as the most senior employee in the workgroup with the same job title for the purposes of a layoff.

Eligible employees in the Police and Fire departments will be laid off and rehired as outlined in the Salt Lake City Civil Service Commission Rules.

1. The City will lay off eligible employees, in the same workgroup and the same job title, in inverse order of City seniority.
2. An eligible employee designated for layoff has "bumping" rights. An eligible employee may only bump another employee if:
 - a. The designated eligible employee has more seniority than the employee being bumped;
 - b. The designated eligible employee previously held the position;
 - c. The position is within the same City department; and
 - d. The designated eligible employee meets the position's current qualifications.
3. For one (1) year after an eligible employee has been laid off, the eligible employee designated for layoff or actually laid off will be placed in an open position in the City if:
 - a. The City is currently seeking applications for the position;
 - b. The position is in the same or a lower pay grade, earning the same or lower salary, than the eligible employee's previous position; and
 - c. The eligible employee meets the positions' qualifications.
 - d. If more than one eligible employee qualifies for placement in a position, the eligible employee with the most seniority will be placed in the open position.
4. An eligible employee placed in a position must successfully pass a six (6) month probationary period. If the eligible employee does not successfully pass the probationary period, the eligible employee will be terminated.
5. An eligible employee who refuses placement in a position under paragraph three (3) will not be eligible for any rights under this Article.
6. An eligible employee may appeal his or her designation for layoff to the Employees Appeals Board by following the Employee Appeals Board Procedures. The City will reinstate an eligible employee if the Employee Appeals Board decides that his or her designation for layoff was due to the City's failure to properly follow the procedures outlined in this Article.

7. If the City rehires a laid off eligible employee within one (1) year from the eligible employee's layoff date, the eligible employee's seniority will be reinstated, less the time spent laid off.
8. An eligible employee who has been laid off will receive fifty percent (50%) of the value of his or her accumulated unused sick leave hours.

ARTICLE 41 – RETIREMENT BENEFIT (Plan A Only)

AFSCME and the City may evaluate this Article and modify its terms for the following year. The terms of this Article may not be modified more than one time a year.

A. Unused Sick Leave for Eligible Employees upon retirement

When an eligible employee with accrued sick leave retires, the City will contribute fifty percent (50%) of the cash value of the eligible employee's unused sick leave to the health reimbursement account as allowed by that Plan.

ARTICLE 42 – RETIREMENT/LAYOFF (R/L) ACCOUNT (Plan B Only)

If an eligible employee is laid off, the City will pay 100% of the amount in the eligible employee's R/L account balance paid at their base hourly rate as of the last day of employment.

Employees who meet the eligibility requirements of the Utah Retirement System and who retire from the City will be paid at their base hourly rate for 100% of their RL account balance based on the schedule below:

Retirement Month	100% RL hours will be:
January 1st - June 30th	Contribution to Nationwide 501(c)(9) Plan (premium account only)
July 1st - December 31st	Cash to retire

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.

ARTICLE 43 – WORKER'S COMPENSATION

If an eligible employee suffers a City service connected injury or illness which entitles the eligible employee to receive worker's compensation, the City will pay the eligible employee as required by Utah's Worker's Compensation Act. The City will use an eligible employee's accumulated leave time or R/L account to make up the difference between the amount the employee receives as worker's compensation payments and the eligible employee's net wages. An eligible employee must notify the department if he or she does not want to use accumulated leave time or R/L account.

The City will make every effort to provide a “transitional duty” assignment to an employee with an occupational injury or illness as defined by the Worker’s Compensation Act. The City will offer transitional duty assignments to an eligible employee after the City receives a written release from the eligible employee’s medical provider allowing the eligible employee to return to work, along with any work restrictions.

ARTICLE 44 – PROCEDURAL RIGHTS

This Article outlines the procedures the City will use when investigating an eligible employee’s alleged acts of misconduct. These procedures do not apply to routine, undocumented inquiries; or to coaching, instruction or direction given to an eligible employee by his or her supervisor.

The City agrees it will not discipline an eligible employee unless it has complied with these procedural rights and will revoke any discipline if a department director or designee determines an eligible employee’s procedural rights were violated. However, revoking discipline will not prevent the City from considering the underlying conduct in any future disciplinary action.

A. Investigative Interview

The City will investigate an eligible employee’s alleged misconduct as follows:

1. Before any investigative interview with an eligible employee who may have engaged in misconduct, the City will provide the eligible employee the following information:
 - a. The nature of the complaint, and the specific allegations of misconduct;
 - b. The approximate date, time, and location of the incident related to the allegation(s) of misconduct; and
 - c. The eligible employee’s right to have representation present during the investigative interview. The City will provide an eligible employee a reasonable amount of time, not to exceed two (2) of the eligible employee’s work shifts, to obtain representation without threat of retaliation. The eligible employee must inform his or her supervisor before the investigative interview if the employee will be represented and provide the name of the representative.
2. An investigative interview will specifically and narrowly focus on the alleged act of misconduct.
3. The City will record the investigate interview of the eligible employee and will provide the eligible employee a copy if the eligible employee requests.
4. Anyone conducting the investigation may not:
 - a. Subject the eligible employee under investigation to offensive language or threaten disciplinary action, except an eligible employee refusing to truthfully respond to questions or to submit to interviews will be told that his or her failure to truthfully answer questions may result in disciplinary action.

- b. Make any promises which might encourage the eligible employee to answer any questions.
5. The City's and the eligible employee's representatives may not delay, interfere with, or otherwise obstruct any investigation conducted by the City.
6. The City will provide an eligible employee with a written result of any investigation including a finding of each allegation and any action the City may take as a result of the investigation.
7. If an eligible employee has not received a written result within sixty (60) calendar days after the investigative interview, the eligible employee may request a status report of the investigation and any disposition of charges against the eligible employee. Within seven (7) calendar days after receiving the request the City will inform the eligible employee of the investigation's status and the likely time required to make a determination.

B. Pre-Determination Hearing

1. An eligible employee and his or her representative will be given a reasonable time to examine all documents which the City will use at the hearing before the pre-determination hearing.
2. Before the pre-determination hearing, the City will provide an eligible employee:
 - a. Notice of the allegations against the eligible employee;
 - b. A statement of each allegation's basis; and
 - c. What evidence the City will rely on during the pre-determination hearing.
3. The City will postpone a pre-determination hearing one time in order to allow an eligible employee to obtain representation. The eligible employee must inform his or her supervisor at least one calendar day before the pre-determination hearing if the eligible employee will be represented and provide the name of the representative.
4. The City will record the pre-determination hearing. The eligible employee may make a separate recording. Any recordings made during a pre-determination hearing will be available to everyone present at the hearing upon request.
5. The eligible employee will be given an opportunity to respond to the allegations and may present additional information related to those allegations.
6. The City will render a determination in writing within ten (10) business days of the date on which the pre-determination hearing took place.

ARTICLE 45 –DISCIPLINARY GRIEVANCE PROCEDURE

The City and AFSCME agree that they will attempt to address eligible employees' disciplinary grievances in a fair and proper manner and at the lowest level possible.

To achieve these goals, the City will notify an eligible employee of his or her disciplinary grievance rights when it provides written notice of discipline.

The City will provide an eligible employee a reasonable amount of time during working hours to prepare for any disciplinary grievance.

An eligible employee may have an AFSCME representative, or other representative, at any step of the disciplinary grievance process. The City will postpone any grievance hearing one time at an eligible employee's request to arrange representation.

The City will not retaliate against an eligible employee for taking part in this grievance procedure. Any eligible employee in the Police or Fire Departments may appeal a termination or suspension without pay of more than three (3) days or twenty-four (24) working hours with the Salt Lake City Civil Service Commission. Eligible employees in the Police or Fire Departments should refer to the Salt Lake City Civil Service Commission Rules for the most current appeal process.

GRIEVANCE PROCESS - STEP 1

The first level of grievance process is an appeal to the eligible employee's Department Director or designee. The following actions may be appealed:

- Suspensions without pay;
- Denial of merit increase;
- Demotions, or transfers to a position with less pay;
- Termination of employment.

To file a Step 1 Grievance, the following process applies:

1. The eligible employee must submit a written appeal to the Department Director within fourteen (14) calendar days from the date the discipline is issued.
2. The written appeal must specifically describe every issue the eligible employee intends to raise in the appeal hearing. The eligible employee must attach or identify any documents he or she intends to use in the appeal hearing with the Department Director.
3. Before the hearing with the Department Director or designee, the City will provide the eligible employee the information his or her supervisor considered before imposing discipline.
4. The eligible employee must inform the Department Director at least one (1) calendar day before the hearing if he or she will be represented at the hearing and provide the name of the representative.

The City will provide the eligible employee the information the City will present to the Department Director. The City will also provide the evidence related to other discipline imposed by the department for similar policy violations. Any information provided to the eligible employee will be kept confidential and will only be used during the disciplinary appeal.

5. The Department Director or designee will schedule an informal hearing with the eligible employee and representative to discuss the issues identified in the appeal.

6. The Department Director or designee will issue a written decision on the appeal within thirty (30) calendar days from the date of the written appeal unless the eligible employee and the City agree to an extension of time.

GRIEVANCE PROCESS - STEP 2

The second level of the grievance process is either an appeal to the Employee Appeals Board or to the hearing officer. If either of the appeal processes set forth below is eliminated by a change in City ordinance, the parties agree to a limited opener of the MOU for the sole purpose of adjusting the MOU language in this section addressing Grievance Process - Step 2.

A. Employee Appeals Board

The following actions may be appealed to the Employee Appeals Board:

- Suspensions without pay of more than two (2) days or two (2) shifts for employees who work shifts longer than eight hours;
- Demotions, or transfers to a position with less pay;
- Termination of employment.

To file a Step 2 Grievance with the Employee Appeals Board, the following process applies:

1. The eligible employee must submit a written appeal to the Office of the City Recorder within fourteen (14) calendar days from the date of the Department Director or designee's decision.
2. The Employee Appeals Board will hear the matter and issue a written decision as required by law and City policy and procedures.

B. Appeals to Independent Hearing Officer

The following actions may be appealed to an independent hearing officer:

- Suspensions without pay of less than two (2) days or two (2) shifts for eligible employees who work shifts longer than eight hours; and
- Denial of a merit increase.

To file a Step 2 Grievance with an Independent Hearing Officer, the following process applies:

1. The eligible employee must submit a written appeal to the Office of the City Recorder within fourteen (14) calendar days from the date the discipline is issued.
2. AFSCME and the City will mutually develop a process to select the independent hearing officer.
3. The independent hearing officer will hear the matter and issue a written decision either upholding or overturning the Department Director's decision. The independent hearing officer may not otherwise modify the Department Director's decision.

4. The party that does not prevail at the hearing will pay the independent hearing officer's fees, expenses, and any other costs associated with the hearing. Costs do not include attorney's fees.
5. The decision of the hearing officer will be final and binding on the eligible employee, AFSCME and the City.

ARTICLE 46 – JOB BID GRIEVANCE PROCEDURE

A job bid grievance is an eligible employee's claim that the City failed to follow the job bid procedure outlined in Article 31.

JOB BID GRIEVANCE – STEP 1

The first level of a job bid grievance is an appeal to the Department Director or designee in the department the alleged violation occurred.

To file a Step 1 Job Bid Grievance, the following process applies:

1. The eligible employee must submit a written grievance to the Department Director within seven (7) calendar days from the date the eligible employee was notified that he or she was not selected for the position.
2. The City will notify the selected applicant that the selection process is being grieved. This will not prevent the selected applicant from working in the position.
3. The eligible employee and the Department Director will meet to discuss the selection process within seven (7) calendar days from the date the eligible employee filed the written grievance.

JOB BID GRIEVANCE PROCESS – STEP 2

The second level of the job bid grievance process is an appeal to an independent hearing officer.

To file a Step 2 Job Bid Grievance with an independent hearing officer, the following process applies:

1. If the Department Director and the eligible employee do not resolve the grievance, the eligible employee may file a written appeal to the Mayor's designee requesting a hearing.
2. Any Step 2 appeal must be filed within 48 hours after the meeting with the Department Director.
3. The written appeal must specifically describe every issue the eligible employee intends to raise before the hearing officer. The eligible employee must attach or identify any documents he or she intends to use in the appeal hearing.
4. The Mayor's designee will appoint a hearing officer and set a hearing date for the grievance within seven (7) calendar days from the date the eligible employee filed the appeal.

5. The hearing officer may request information before the hearing from the City and the eligible employee.
6. The hearing officer will issue a written decision within seven (7) calendar days after the hearing.
7. If the hearing officer decides that the eligible employee was improperly denied a position, the hearing officer may require the City to place the eligible employee in the position.
8. The party that does not prevail at the hearing will pay the independent hearing officer's fees, expenses, and any other costs associated with the hearing.
9. The decision of the hearing officer will be final and binding on the eligible employee, AFSCME and the City.

ARTICLE 47 – CONTRACTUAL GRIEVANCE PROCEDURE

A contractual grievance is an allegation by AFSCME that the City has violated an express provision of the MOU. However, Articles 1 – Construction of Memorandum, 3 – Recognition, 4 – Management Rights, 7 – Strikes and Work Stoppages, 44 – Procedural Rights, 48 – Waiver Clause, 49 – Term of Agreement, and 51 - Definitions may not be subject to this procedure. A contractual grievance must be confined exclusively to the interpretation and/or application of this MOU's express provisions.

CONTRACTUAL GRIEVANCE PROCESS – PRE-GRIEVANCE REVIEW

1. Prior to the filing of a formal contractual grievance and within thirty calendar days of the event giving rise to the grievance, or thirty days after AFSCME should reasonably have learned of the event giving rise to the grievance, whichever is later, AFSCME must file, in writing, a notice as to the nature of the grievance including the specific contractual provision violated and the facts relevant to the alleged violation. Such notice shall be filed with the Department Director, or designee, of the department where the violation is alleged to have occurred, with a copy sent to the Mayor's Designee.
2. The Department Director receiving the notice shall refer the matter to an ad-hoc committee consisting of: 1) a Division Manager, Program Manager, Assistant Division Director or other management representative (as designated by the Department Director) from a division other than the one in which the alleged violation occurred; 2) a representative designated by AFSCME from a division other than the one in which the alleged violation occurred; and 3) a representative designated by the City's Human Resource department who was not involved in the alleged violation.
3. This ad-hoc review committee shall review the notice and provide, within twenty calendar days, a nonbinding recommendation as to the merits of the grievance. As part of this process, the ad-hoc committee may seek additional information concerning the alleged violation, but such inquiries and subsequent deliberations will be informal in nature. It is the intention of the City and AFSCME that this process be collaborative rather than adversarial and an effort to seek solutions to potential conflicts concerning the MOU prior to the instigation of a formal grievance.

4. The review committee need not agree or reach a majority opinion and each member will have the option to submit individual recommendations. Such review and deliberations by the ad-hoc committee may be done electronically or by telephone.
5. The ad-hoc committee shall provide its recommendation(s), in writing, to an individual within the division where the alleged violation occurred who has been designated by the Department Director to make a final determination as to the outcome of the informal grievance process.
6. Taking into account the recommendation(s), such designated individual will issue a written determination as to whether the grievance is sustained or rejected within ten calendar days of receiving the recommendation(s).
7. If AFSCME is dissatisfied with the outcome of the matter after the Pre-Grievance Review and determination, it may proceed to Step 1 of the formal grievance procedure.

CONTRACTUAL GRIEVANCE PROCESS – STEP 1

The first level of a formal contractual grievance process is an appeal to the Department Director or designee in the department the alleged violation occurred.

To file a Step 1 Contractual Grievance, the following process applies:

1. AFSCME must submit a notice to the Department Director within thirty (30) calendar days from the date of the notification of the written determination made after the Pre-Grievance Review process.
2. The written notice must specifically describe the provision of this MOU which AFSCME alleges the City violated and provide an outline of the facts related to the alleged violation.
3. The Department Director or designee will issue a written decision on the grievance within thirty (30) calendar days from the date of the written notice unless AFSCME and the City agree to an extension of time.

CONTRACTUAL GRIEVANCE PROCESS – STEP 2

The second level of the contractual grievance process is an appeal to the Mayor's Designee.

To file a Step 2 Contractual Grievance with the Mayor's Designee, the following process applies:

1. AFSCME must submit a written appeal to the Mayor's Designee within fourteen (14) calendar days from the date the Department Director or designee issued a written decision.
2. The Mayor's Designee will investigate and review the grievance.
3. The Mayor's Designee will issue a written decision within fourteen (14) calendar days of receiving the grievance.

CONTRACTUAL GRIEVANCE PROCESS – STEP 3

The third level of the contractual grievance process is referral to mediation.

1. If AFSCME is dissatisfied with the determination of the Mayor's Designee, it may request that the parties hire a mediator to assist in resolving the grievance within fourteen (14) calendar days from the date of the Mayor's Designee's decision.
2. AFSCME and the Mayor's Designee will jointly determine who will serve as mediator and the process to be used in the mediation. Any cost of the mediator shall be paid jointly by AFSCME and the City, regardless of the eventual outcome of the mediation.
3. The mediation will be nonbinding and any resolution of the grievance will be subject to the agreement of both parties, reached with the assistance of the mediator.
4. In the event that mediation fails to result in a resolution to the grievance, the determination of the Mayor's Designee shall be final and binding.

ARTICLE 48 – WAIVER CLAUSE

Except as provided for in Article 48, the City and AFSCME expressly waive and relinquish the right and each agrees that the other will not be obligated during the MOU's term to bargain collectively with respect to any subject or matter whether referred to or covered with the MOU even if the City and AFSCME did not know or contemplate the subject or matter when they negotiated or executed this MOU or even though the subjects or matters were proposed and later withdrawn.

If the federal or state governments pass laws which conflict with the MOU's provisions on hours or wages, or other conditions of employment, the MOU's provisions which conflict with those laws may be reopened for negotiations without affecting the MOU's other provisions.

In the event provisions of this MOU become difficult or impossible to perform due to causes beyond the control and without the fault or negligence of either party (e.g., acts of God, fires, floods, strikes, public health emergencies, unusually severe weather, and other similar circumstances), then the parties (either the mayor or the mayor's designee on behalf of the City and either the AFSCME president or president's designee on behalf of AFSCME) may mutually determine to suspend, alter, or otherwise deviate from any or all terms of this MOU until the conditions that rendered the performance of the MOU difficult or impossible have abated.

ARTICLE 49 – TERM OF AGREEMENT

This MOU will remain in effect from June 28, 2020 through June 27, 2023, with the following exceptions:

1. It is understood by the City and AFSCME that some of the MOU's provisions cannot be implemented until after public notice and a hearing in compliance with various statutory and legal requirements.

2. This MOU supersedes the Memorandum of Understanding between the parties that was in effective July 2, 2017, through June 27, 2020.
3. AFSCME and the City agree that this MOU is contingent upon availability of funds and approval by the City Council.
4. AFSCME and the City agree that:
 - a. There will be a limited re-opener of this MOU for the exclusive purpose of negotiating the wage schedule for each subsequent Fiscal Year covered under the term of this MOU.
5. AFSCME represents that it has not:
 - a. Provided an illegal gift or payoff to a City officer or employee or former City officer or employee, his or her relative or business entity;
 - b. Retained any person to solicit or secure this MOU upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business;
 - c. Knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code;
 - d. Knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

ARTICLE 50 – PUBLIC SAFETY

The following provisions ONLY apply to eligible employees assigned to, Airport Operations Coordinators, 911 Bureau Dispatchers, and eligible employees in the Police and Fire Departments ("Public Safety Employees"). Except as specifically changed in the below provisions all other provisions of this MOU apply to public safety employees.

A. Uniform Allowance

If a department does not provide a uniform to a public safety employee and a uniform is required, the affected public safety employee will receive no less than sixty-five (\$65) a month as a uniform allowance.

B. Overtime

If the City requires an eligible public safety employee to perform overtime work, the City will compensate the eligible public safety employee by paying him or her one and one-half times his or her hourly rate, or allow the eligible public safety employee to request one and one-half hours of paid time off from work for each hour of overtime the eligible public safety employee worked ("compensatory time"). Each City department has the absolute right to either pay the eligible public

safety employee or to allow him or her to take or accrue compensatory time off. The City may elect at any time to pay the eligible public safety employee all or any portion of the accrued compensatory time off at his or her applicable hourly rate. AFSCME agrees that the administration and scheduling of any necessary overtime work is solely a function of the City.

Paid personal leave, sick leave and vacation hours will not be considered time worked when calculating overtime.

1. Overtime Assignments

a. Definitions

- i. "Potential overtime hours" means hours worked in addition to an public safety employee's normally scheduled work hours even if there is a possibility that the public safety employee will not work sufficient hours in the pay period for such hours to actually be paid at an overtime rate.
- ii. "Scheduled overtime" means any potential overtime hours scheduled to occur in a manner that does not constitute work subject to Article 29 (On-Call) or Article 30 (Callback).
- iii. "Incidental overtime" means mandatory scheduled overtime for a specific public safety eligible employee where such public safety eligible employee is needed at work on a regularly scheduled work day at a designated time for such matters as meetings, training, physicals, CDL requirements, or investigative interviews of employees pursuant to Article 44. Departments shall provide as much notice as possible and will make reasonable efforts to accommodate an eligible employee's scheduling conflicts.
- iv. "Involuntary overtime" means potential overtime hours assigned to public safety eligible employees as a result of there being insufficient volunteers to cover needed overtime pursuant to the procedures set forth in Section 27.B.

b. Voluntary Overtime Assignments

- i. Any qualified public safety eligible employee in a workgroup may volunteer to be included on a list of eligible public safety employees who will be offered an assignment of potential overtime hours.
- ii. Prior to the beginning of each calendar year, each workgroup shall determine, by majority vote, whether the voluntary overtime list will expire and be replaced quarterly or annually. The list will initially, or upon replacement after expiration, be arranged in descending order of seniority. The City agrees to physically post the voluntary overtime list in a location accessible to public safety eligible employees.
- iii. The City will make a reasonable attempt to offer potential overtime hours to the qualified eligible public safety employees on the volunteer list on a rotation basis by offering potential overtime hours to the first name on the voluntary overtime list at the time of the

assignment. However, the City retains the right to determine whether an eligible public safety employee is qualified to work the potential overtime hours and may skip over non-qualified eligible public safety employees if appropriate. Once an eligible public safety employee has accepted or declined an offer of potential overtime hours, that eligible public safety employee will move to the bottom of the list.

- iv. Except when the request is posted pursuant to subparagraph 4 below, City will attempt to orally offer an assignment directly to the eligible public safety employee either in person or over the phone.
- v. An eligible public safety employee's failure to answer a telephone call making such an offer will count as an eligible public safety employee declining the potential overtime hours. In the event the City makes an error in the rotation that results in an eligible public safety employee being improperly placed at the bottom of the voluntary overtime list, the City shall rectify the error by placing the eligible public safety employee back to the top of the list. If the list expires prior to such eligible public safety employee being offered an overtime assignment, the City will, in consultation with AFSCME, make an adjustment to the subsequent list in an effort to rectify the error. If a qualified eligible public safety employee has missed multiple potential overtime hour assignments due to such error, multiple adjustments may be made to the list to rectify the error.
- vi. The City may also request that all qualified eligible public safety employees in a workgroup volunteer to work potential overtime hours for a specific event by posting a request in the work place at least twenty-four (24) hours days prior to the event and sending an e-mail or other electronic message providing notice of the event to public safety employees in a workgroup. If more public safety employees volunteer than are needed for such an assignment, the order in which the public safety employees appear on the volunteer list shall be used to determine which eligible public safety employees work the assignment. Those who work the assignment shall be moved to the bottom of the list. The City will not count an eligible public safety employee on the volunteer list who does not volunteer for the specific posted event as having declined the work.
- vii. Upon request of AFSCME, the workgroup's supervisor and the AFSCME steward assigned to that workgroup, or the lead steward in that department, will meet to review the workgroup's records to make sure that the assignment process was properly followed.
- vii. For the purpose of continuity and completion of assignments, eligible public safety employees working on specific projects are exempt from this overtime assignment provision. However, the City agrees that it will make a reasonable attempt to offer overtime assignments in a fair and consistent manner.

c. *Involuntary Overtime Assignments*

- i. In the event that the City needs to assign involuntary overtime, it will first do so to qualified regular part-time, seasonal and hourly public safety employees. If there is still a need, the City will assign the involuntary overtime in reverse order of seniority by first attempting to contact the qualified eligible public safety employee with the least seniority, and then contacting the next least senior, qualified eligible public safety employee until all overtime work assignments have been made.

- ii. An eligible public safety employee may be subject to disciplinary action for refusing an overtime assignment.

d. Incidental Overtime Assignments

Incidental overtime assignments shall not be subject to the procedures set forth in Section 27.B and shall be made by notifying the eligible public safety employee of the assignment with as much notice as practicable.

e. Alteration of Overtime Procedures for 911 Bureau

Due to the unique safety and staffing requirements in the 911 Bureau, the rules set forth in the Article concerning the assignment of overtime to some public safety employees may be altered by departmental policies and procedures to address specific staffing needs. The alteration of this Article's overtime rules by policies and procedures will require the affirmative agreement of AFSCME, in writing.

C. Probationary Period

The probationary period for public safety employees in the Police and Fire Departments will be set by the Salt Lake City Civil Service Commission. All other public safety employees' probationary periods will be no more than one (1) year. The City may extend the probationary period for training purposes.

An eligible employee accepting a public safety position may return to his or her former position within thirty (30) calendar days.

An eligible employee accepting a public safety position who does not successfully complete the probationary period may return to his or her former position if the position is open or being performed by a probationary employee.

D. Shift, Vacation, and Holiday Bids

Public safety employees will bid on shifts, vacation, and holidays based on seniority and department policy. Each department will consult with AFSCME before adopting bid procedures.

E. Civil Service Commission

The Salt Lake City Civil Service Commission governs certain terms and conditions of employment for public safety employees in the Police and Fire Departments.

The City will provide the most current copy of the Salt Lake City Civil Service Commission Rules to all eligible employees in the Police and Fire Departments.

ARTICLE 51 – DEFINITIONS

The following definitions will be used when interpreting this MOU:

1. "AFSCME" means the American Federation of State, County and Municipal Employees, Local 1004, AFL-CIO.
2. "CITY" means Salt Lake City, a Utah municipal corporation.
3. "ELIGIBLE EMPLOYEE" means an employee designated as union eligible in their job description by the City who is represented by AFSCME. The following full-time City employees are not "eligible employees":
 - a. Elected officials;
 - b. An employee in the probationary period of his/her original appointment as defined by City policy;
 - c. Any "at-will" employee;
 - d. Any administrator, manager, supervisor, or employee who regularly has direct charge of another employee or any group of employees.
 - e. Any employee assigned to the Mayor's Office;
 - f. Any employee assigned to the City Council's Office;
 - g. Any employee assigned to the City Attorney's Office;
 - h. Any employee assigned to the City Recorder's Office; or
 - i. Any employee assigned to the Human Resources.
4. "MAYOR'S DESIGNEE" means the individual appointed by the Mayor to interpret this MOU and to assist the City and AFSCME to fulfill the MOU's terms.
5. "PUBLIC SAFETY EMPLOYEE" means Airport Police, Airport Operations Coordinators, 911 Bureau Dispatchers, and eligible employees in the Police and Fire Departments.
6. "QUALIFIED" means the City has determined that an eligible employee can satisfactorily perform the job.
7. "TERMS AND CONDITIONS OF EMPLOYMENT" means wages, salaries, working conditions, hours and benefits except as specifically modified by the Resolution.
8. "WILL" means the same as shall and is not intended to be read as allowing discretion.
9. "WORKGROUP" means the employees identified by each area in his or her division (as necessary) after consulting with the assigned steward.

ARTICLE 52 – LIMITED COMPENSATION RE-OPENER

There will be a limited reopener of this MOU for the exclusive purpose of permitting the parties to revisit negotiations regarding wages, and other forms of compensation addressed in this MOU, at the end of the 2020 calendar year.

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

SALT LAKE CITY CORPORATION

By: _____

ERIN MENDENHALL
Mayor

ATTEST:

Assistant *Stephanie Mills*
CITY RECORDER



RECORDED

JUL 02 2020

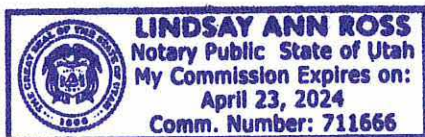
CITY RECORDER

LOCAL 1004 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

By: Ray Wickens
RAY WICKENS
President

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

On the 22 day of June, 2020, personally appeared before me RAY WICKENS, who being duly sworn, did say that he is the President of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES Local 1004, that he executed the foregoing instrument on behalf of Local 1004 by authority of Local 1004's Board of Directors and that said instrument has been duly ratified and approved by Local 1004's membership and that his execution hereof constitutes as valid and binding acting on behalf of Local 1004 and its membership.



Lindsay Ann Ross
NOTARY PUBLIC

APPROVED AS TO FORM
Salt Lake City Attorney's Office

Jaysen Oldroyd
JAYSEN OLDROYD
Senior City Attorney
DATED 22nd day of June, 2020

APPENDIX A

FY 2021 - AFSCME Job Titles / Wage Information 100 Series Bargaining Unit

Effective
6/28/20

Job Title	Pay Grade	Entry	1 Year	3 year
ADVANCED METER INFRASTRUCTURE TECH I	17	17.25	19.41	22.71
ADVANCED METER INFRASTRUCTURE TECH II	19	18.87	21.23	24.83
AIRFIELD MAINTENANCE EQUIPMENT OPERATOR I	16	16.26	18.29	21.41
AIRFIELD MAINTENANCE EQUIPMENT OPERATOR II	17	17.25	19.41	22.71
AIRFIELD MAINTENANCE EQUIPMENT OPERATOR III	18	18.33	20.63	24.13
AIRFIELD MAINTENANCE EQUIPMENT OPERATOR IV	20	20.03	22.54	26.37
AIRPORT COMMERCIAL VEHICLE INSPECTOR	18	18.33	20.63	24.13
EE	18	18.33	20.63	24.13
E	21	21.26	23.91	27.97
AIRPORT LIGHTING & SIGN TECHNICIAN	20	19.45	21.87	25.57
AIRPORT MAINTENANCE ELECTRICIAN I	17	17.25	19.41	22.71
E	18	18.33	20.63	24.13
AIRPORT MAINTENANCE ELECTRICIAN III	20	20.03	22.54	26.37
AIRPORT MAINTENANCE ELECTRICIAN IV	22	21.94	24.69	28.87
E	20	20.03	22.54	26.37
ARBORIST I	18	18.33	20.63	24.13
ARBORIST II	19	18.87	21.23	24.83
ARBORIST III	21	21.26	23.91	27.97
ASPHALT EQUIPMENT OPERATOR I	16	16.26	18.29	21.41
ASPHALT EQUIPMENT OPERATOR II	18	18.33	20.63	24.13
BEAUTIFICATION MAINTENANCE WORKER I	12	13.64	15.34	17.96
BEAUTIFICATION MAINTENANCE WORKER II	13	14.44	16.24	19.00
BUILDING EQUIPMENT OPERATOR I	17	17.25	19.41	22.71
BUILDING EQUIPMENT OPERATOR II	18	18.33	20.63	24.13
CARPENTER I	18	18.33	20.63	24.13
CARPENTER II	20	19.45	21.87	25.57
CEMETERY EQUIPMENT OPERATOR	17	16.76	18.85	22.04
COMPLIANCE ENFORCEMENT OFFICER	18	18.33	20.63	24.13
CONCRETE FINISHER	20	20.03	22.54	26.37
CONCRETE SAW & GRINDER OPERATOR	18	18.33	20.63	24.13
CONTAINER SERVICE COORDINATOR	19	18.87	21.23	24.83
CONTAINER SERVICE WORKER	14	14.89	16.75	19.59
CUSTODIAN II	11	12.82	14.42	16.87
DRAINAGE MAINTENANCE WORKER I	16	16.26	18.29	21.41
DRAINAGE MAINTENANCE WORKER II	17	17.25	19.41	22.71
DRAINAGE MAINTENANCE WORKER III	19	18.87	21.23	24.83
EQUIPMENT OPERATOR	17	16.76	18.85	22.04
FACILITIES BUILDING MAINTENANCE WORKER	15	15.79	17.77	20.77
FACILITIES BUILDING MAINTENANCE WORKER SENIOR	18	18.33	20.63	24.13
FACILITIES MAINTENANCE CONTRACTS SENIOR REPAIR TECH	19	18.87	21.23	24.83
FLEET BODY REPAIR/PAINTER	20	19.45	21.87	25.57

FLEET MAINTENANCE COORDINATOR	18	18.33	20.63	24.13
FLEET MECHANIC	20	20.03	22.54	26.37
FLEET MECHANIC TRAINEE	16	16.26	18.29	21.41
FLEET PARTS DELIVERY DRIVER	11	12.82	14.42	16.87
FLEET SERVICES WORKER	15	15.32	17.23	20.15
FLORIST II	16	16.26	18.29	21.41
FLORIST III	17	17.25	19.41	22.71
GENERAL MAINTENANCE WORKER I	13	14.44	16.24	19.00
GENERAL MAINTENANCE WORKER II	16	16.26	18.29	21.41
GENERAL MAINTENANCE WORKER III	18	18.33	20.63	24.13
GENERAL MAINTENANCE WORKER III	16	16.26	18.29	21.41
GENERAL MAINTENANCE WORKER IV	19	18.87	21.23	24.83
GENERAL MAINTENANCE WORKER V	20	19.45	21.87	25.57
GENERAL MAINTENANCE WORKER V	21	20.66	23.24	27.17
GOLF COURSE MAINTENANCE WORKER	18	17.79	19.99	23.39
GRAFFITI RESPONSE FIELD TECHNICIAN	16	16.26	18.29	21.41
HVAC TECHNICIAN I	20	20.03	22.54	26.37
HVAC TECHNICIAN II	21	21.26	23.91	27.97
IRRIGATION OPERATOR I	15	15.32	17.23	20.15
IRRIGATION OPERATOR II	17	17.25	19.41	22.71
LANDSCAPE RESTORATION LEAD WORKER	17	17.25	19.41	22.71
LEAD BUILDING MAINTENANCE TECH	21	20.66	23.24	27.17
LEAD COMPLIANCE ENFORCEMENT OFFICER	20	19.45	21.87	25.57
LEAD EQUIPMENT OPERATOR	19	18.87	21.23	24.83
MAINTENANCE ELECTRICIAN I	17	17.25	19.41	22.71
MAINTENANCE ELECTRICIAN II	18	18.33	20.63	24.13
MAINTENANCE ELECTRICIAN III	20	20.03	22.54	26.37
MAINTENANCE ELECTRICIAN IV	22	21.94	24.69	28.87
METAL FABRICATION TECHNICIAN	22	21.94	24.69	28.87
PAINTER I	18	18.33	20.63	24.13
PAINTER II	20	19.45	21.87	25.57
PARKS GROUNDSKEEPER	12	13.64	15.34	17.96
PARKS MAINTENANCE WORKER IRRIGATION SPECIALIST	18	17.79	19.99	23.39
PLUMBER APPRENTICE	18	17.79	19.99	23.39
PLUMBER I	20	19.45	21.87	25.57
PLUMBER II	21	20.66	23.24	27.17
PUMPS MAINTENANCE TECHNICIAN	18	18.33	20.63	24.13
SANITATION ENFORCEMENT LEAD	19	18.87	21.23	24.83
SANITATION ENFORCEMENT SPECIALIST	15	15.79	17.77	20.77
SANITATION PERMIT COORDINATOR	20	19.45	21.87	25.57
SENIOR ASPHALT EQUIPMENT OPERATOR	20	20.03	22.54	26.37
SENIOR FACILITIES BUILDING MAINTENANCE WORKER	18	18.33	20.63	24.13
SENIOR FACILITIES LANDSCAPER	16	16.26	18.29	21.41
SENIOR FLEET MECHANIC	21	20.66	23.24	27.17
SENIOR FLORIST	18	18.33	20.63	24.13
SENIOR IRRIGATION OPERATOR	20	20.03	22.54	26.37
SENIOR PARKS GROUNDSKEEPER	16	16.26	18.29	21.41
SENIOR PUMPS MAINTENANCE TECHNICIAN	20	20.03	22.54	26.37

SENIOR UTILITY LOCATOR	19	18.87	21.23	24.83
SENIOR WATER DISTRIBUTION SYSTEM OPERATOR	21	21.26	23.91	27.97
SENIOR WATER METER TECHNICIAN*	21	21.26	23.91	27.97
SENIOR WATER SYSTEM MAINTENANCE OPERATOR	21	21.26	23.91	27.97
SPRINKLER IRRIGATION TECH I	16	16.26	18.29	21.41
SPRINKLER IRRIGATION TECH II	18	17.79	19.99	23.39
SPRINKLER IRRIGATION TECH III	20	19.45	21.87	25.57
SR BEAUTIFICATION MAINTENANCE WORKER	14	14.89	16.75	19.59
STREETS MAINTENANCE LEAD	21	21.26	23.91	27.97
STREETS RESPONSE TEAM I	18	17.79	19.99	23.39
STREETS RESPONSE TEAM II	19	18.87	21.23	24.83
STREETS RESPONSE TEAM LEAD	21	20.66	23.24	27.17
TRAFFIC MAINTENANCE LEAD	21	20.66	23.24	27.17
TRAFFIC MAINTENANCE OPERATOR I	16	16.26	18.29	21.41
TRAFFIC MAINTENANCE OPERATOR II	18	17.79	19.99	23.39
UTILITY LOCATOR-PUBLIC UTILITIES	17	17.25	19.41	22.71
WASTEWATER COLLECT MAINTENANCE WORKER LEAD	21	21.26	23.91	27.97
WASTEWATER COLLECTION MAINTENANCE TRAINEE	16	16.26	18.29	21.41
WASTEWATER COLLECTION MAINTENANCE WORKER I	17	17.25	19.41	22.71
WASTEWATER COLLECTION MAINTENANCE WORKER II	19	18.87	21.23	24.83
WASTEWATER LIFT STATION LEAD WORKER	20	20.03	22.54	26.37
WASTEWATER LIFT STATION WORKER	18	17.79	19.99	23.39
WASTEWATER PLANT MAINTENANCE OPERATOR I	15	15.32	17.23	20.15
WASTEWATER PLANT MAINTENANCE OPERATOR II	17	17.25	19.41	22.71
WASTEWATER PLANT MAINTENANCE OPERATOR III	20	19.45	21.87	25.57
WASTEWATER PLANT MAINTENANCE OPERATOR IV	21	21.26	23.91	27.97
WASTEWATER PREVENTIVE MAINTENANCE WORKER	19	18.87	21.23	24.83
WATER DISTRIBUTION SYSTEM OPERATOR I	19	18.87	21.23	24.83
WATER DISTRIBUTION SYSTEM OPERATOR II	20	19.45	21.87	25.57
WATER DISTRIBUTION VALVE OPERATOR	15	15.79	17.77	20.77
WATER DISTRIBUTION VALVE OPERATOR TRAINEE	13	14.44	16.24	19.00
WATER MAINTENANCE SUPPORT WORKER	14	14.89	16.75	19.59
WATER METER READER I	13	14.06	15.82	18.50
WATER METER READER II	14	14.89	16.75	19.59
WATER METER READER III	18	17.79	19.99	23.39
WATER METER TECHNICIAN I	16	16.26	18.29	21.41
WATER METER TECHNICIAN II	18	17.79	19.99	23.39
WATER METER TECHNICIAN III	19	18.87	21.23	24.83
WATER PLANT OPERATOR I	18	17.79	19.99	23.39
WATER PLANT OPERATOR II	21	21.26	23.91	27.97
WATER RECLAMATION FACILITY OPERATOR I	18	18.33	20.63	24.13
WATER RECLAMATION FACILITY OPERATOR II	20	20.03	22.54	26.37
WATER RECLAMATION FACILITY OPERATOR III	21	21.26	23.91	27.97
WATER SYSTEM MAINTENANCE OPERATOR I	17	17.25	19.41	22.71
WATER SYSTEM MAINTENANCE OPERATOR II	19	18.87	21.23	24.83
WATERSHED RANGER	19	18.87	21.23	24.83

Information

6/28/20

200 Series Bargaining Unit

Job Title	Pay Grade	Entry	1 Year	4 Year	6 Year	8 Year
ACCESS CONTROL SPECIALIST	15	16.08	17.22	19.52	20.66	24.16
AIRPORT OPERATIONS COORDINATOR I	15	15.50	16.61	18.83	19.93	23.32
AIRPORT OPERATIONS COORDINATOR II	16	17.10	18.31	20.76	21.97	25.70
AIRPORT OPERATIONS LEAD COORDINATOR	18	18.35	19.67	22.29	23.59	27.61
AIRPORT OPERATIONS SECURITY SPECIALIST	17	17.68	18.94	21.47	22.74	26.58
BUILDING INSPECTOR I	19	19.70	21.11	23.93	25.33	29.64
BUSINESS LICENSE ENFORCEMENT OFFICER	17	17.68	18.94	21.47	22.74	26.58
BUSINESS LICENSING PROCESSOR I	14	14.98	16.04	18.20	19.26	22.53
BUSINESS LICENSING PROCESSOR II	16	17.10	18.31	20.76	21.97	25.70
CITY PAYMENTS PROCESSOR	15	16.08	17.22	19.52	20.66	24.16
CIVIL ENFORCEMENT OFFICER I	17	17.68	18.94	21.47	22.74	26.58
CIVIL ENFORCEMENT OFFICER II	19	19.70	21.11	23.93	25.33	29.64
CONTRACTS PROCESS COORDINATOR	17	17.68	18.94	21.47	22.74	26.58
CONTRACTS TECHNICIAN	15	16.08	17.22	19.52	20.66	24.16
CROSS CONNECTION CONTROL INSPECTOR	17	17.68	18.94	21.47	22.74	26.58
CROSSING GUARD COORDINATOR*	13	14.47	15.50	17.57	18.60	21.77
CUSTOMER SERVICE ACCOUNTS COLLECTOR/INVESTIGATOR	18	18.35	19.67	22.29	23.59	27.61
HEARING OFFICER REFEREE COORD I	15	15.50	16.61	18.83	19.93	23.32
HEARING OFFICER REFEREE COORD II	18	18.35	19.67	22.29	23.59	27.61
JUDICIAL ASSISTANT I	15	16.08	17.22	19.52	20.66	24.16
JUDICIAL ASSISTANT II	16	17.10	18.31	20.76	21.97	25.70
JUDICIAL ASSISTANT III	17	17.68	18.94	21.47	22.74	26.58
LEAD HEARING OFFICER REFEREE COORDINATOR	19	19.70	21.11	23.93	25.33	29.64
LEAD JUDICIAL ASSISTANT	19	19.70	21.11	23.93	25.33	29.64
OFFICE TECHNICIAN I	12	13.96	14.96	16.95	17.95	21.00
OFFICE TECHNICIAN II	15	15.50	16.61	18.83	19.93	23.32
PARTS WAREHOUSE SUPPORT WORKER - FLEET	14	14.98	16.04	18.20	19.26	22.53
PERMIT PROCESSOR I	14	14.98	16.04	18.20	19.26	22.53
PERMIT PROCESSOR II	16	17.10	18.31	20.76	21.97	25.70
POLICE INFORMATION SPECIALIST	13	14.47	15.50	17.57	18.60	21.77
PRETREATMENT SENIOR SAMPLER/INSPECTOR	19	19.70	21.11	23.93	25.33	29.64
PROGRAM ASSISTANT	13	14.47	15.50	17.57	18.60	21.77
PUBLIC SAFETY DISPATCHER*	16	17.10	18.31	20.76	21.97	25.70
QUALITY ASSURANCE SAMPLER - CULINARY WATER	15	15.50	16.61	18.83	19.93	23.32
QUALITY ASSURANCE SENIOR SAMPLER - CULINARY WATER	17	17.68	18.94	21.47	22.74	26.58
QUARTERMASTER TECHNICIAN	15	16.08	17.22	19.52	20.66	24.16
RECEPTIONIST	10	12.50	13.37	15.17	16.05	18.78
SENIOR COMMUNICATIONS	15	15.50	16.61	18.83	19.93	23.32

COORDINATOR						
SENIOR POLICE INFORMATION SPECIALIST	15	16.08	17.22	19.52	20.66	24.16
SENIOR PUBLIC SAFETY DISPATCHER*	18	18.35	19.67	22.29	23.59	27.61
SENIOR SECRETARY	15	15.50	16.61	18.83	19.93	23.32
SENIOR UTILITIES REPRESENTATIVE - ALL TYPES including BILLING/ CONTRACTS/ CUSTOMER SVC/ OFFICE TECH	15	15.50	16.61	18.83	19.93	23.32
SENIOR UTILITIES REPRESENTATIVE - GENERALIST	15	16.08	17.22	19.52	20.66	24.16
SENIOR WAREHOUSE OPERATOR	15	16.08	17.22	19.52	20.66	24.16
UTILITIES DEVELOPMENT REVIEW SPECIALIST	16	17.10	18.31	20.76	21.97	25.70
UTILITIES REPRESENTATIVE II - All types including BILLING/ CONTRACTS/ CUSTOMER SVC/ OFFICE TECH	12	13.96	14.96	16.95	17.95	21.00
UTILITIES REPRESENTATIVE I - All types including BILLING/ CONTRACTS/ CUSTOMER SVC/ OFFICE TECH	10	12.50	13.37	15.17	16.05	18.78
WAREHOUSE OFFICE TECHNICIAN II	15	15.50	16.61	18.83	19.93	23.32
WAREHOUSE SUPPORT WORKER - AIRPORT/ FLEET	14	14.98	16.04	18.20	19.26	22.53

FY 2021 - AFSCME Job Titles / Wage Information
330 Series Bargaining Unit

Job Title	Pay Grade	Entry	2 year	4 year	6 year
ADMINISTRATIVE SECRETARY I	18	18.67	19.76	20.87	23.11
AIRFIELD MAINTENANCE ELECTRICIAN	25	25.94	27.47	29.00	32.13
AIRPORT ENGINEERING RECORDS PROGRAM SPECIALIST	20	20.32	21.51	22.71	25.16
AIRPORT ENVIRONMENTAL SPECIALIST I	23	23.53	24.91	26.30	29.13
AIRPORT ENVIRONMENTAL SPECIALIST II	26	27.23	28.84	30.44	33.73
AIRPORT OPERATIONS SPECIALIST - AIRFIELD	23	23.53	24.91	26.30	29.13
AIRPORT OPERATIONS SPECIALIST - TERMINALS	23	23.53	24.91	26.30	29.13
AIRPORT PROCUREMENT SPECIALIST	21	21.34	22.60	23.85	26.43
ARCHITECTURAL ASSOCIATE III	23	23.53	24.91	26.30	29.13
ARCHITECTURAL ASSOCIATE IV	24	24.71	26.16	27.61	30.59
BUILDING INSPECTOR II	24	24.71	26.16	27.61	30.59
BUILDING INSPECTOR III	27	28.60	30.27	31.96	35.42
CRIME SCENE TECHNICIAN I	16	16.88	17.89	18.88	20.92
CRIME SCENE TECHNICIAN II	19	19.45	20.59	21.74	24.09
DEVELOPMENT REVIEW PLANNER I	21	21.34	22.60	23.85	26.43
DEVELOPMENT REVIEW PLANNER II	25	25.94	27.47	29.00	32.13
ENGINEERING CONTRACTS COORD - PUBLIC UTILITIES	22	22.41	23.74	25.05	27.75

ENGINEERING INFORMATION AND RECORDS SPECIALIST	20	20.32	21.51	22.71	25.16
ENGINEERING TECHNICIAN II	19	19.45	20.59	21.74	24.09
ENGINEERING TECHNICIAN III	21	21.34	22.60	23.85	26.43
ENGINEERING TECHNICIAN IV	23	23.53	24.91	26.30	29.13
ENGINEERING TECHNICIAN V	24	24.71	26.16	27.61	30.59
EVENTS COORDINATOR - RAC	21	21.34	22.60	23.85	26.43
EVENTS COORDINATOR - SORENSEN	21	21.34	22.60	23.85	26.43
EVIDENCE TECHNICIAN I	15	15.86	16.86	17.80	19.71
EVIDENCE TECHNICIAN II	18	18.67	19.76	20.87	23.11
FIRE LOGISTICS COORDINATOR	19	19.45	20.59	21.74	24.09
FIRE PREVENTION SPECIALIST I	19	19.45	20.59	21.74	24.09
FIRE PREVENTION SPECIALIST II	23	23.53	24.91	26.30	29.13
FIRE PROTECTION ENGINEER	26	27.23	28.84	30.44	33.73
FLEET CUSTOMER SERVICE ADVISOR	19	19.45	20.59	21.74	24.09
FLEET MAINTENANCE COORD - PUBLIC UTILITIES	21	21.34	22.60	23.85	26.43
FORENSIC SCIENTIST I	23	23.53	24.91	26.30	29.13
FOREST AREA SERVICE COORDINATOR	22	22.41	23.74	25.05	27.75
GIS LEAK DETECTION SYSTEMS TECHNICIAN II	23	23.53	24.91	26.30	29.13
GIS TECHNICIAN II	23	23.53	24.91	26.30	29.13
HOUSING & ZONING LEGAL INVESTIGATOR	27	28.60	30.27	31.96	35.42
HOUSING REHAB SPECIALIST I	23	23.53	24.91	26.30	29.13
HOUSING REHAB SPECIALIST II	25	25.94	27.47	29.00	32.13
LAB CHEMIST	24	24.71	26.16	27.61	30.59
LABORATORY ANALYST	20	20.32	21.51	22.71	25.16
OFFICE FACILITATOR I	18	18.67	19.76	20.87	23.11
OFFICE FACILITATOR II	19	19.45	20.59	21.74	24.09
PARKING PAY STATION TECHNICIAN	21	21.34	22.60	23.85	26.43
PARKS USAGE COORDINATOR	21	21.34	22.60	23.85	26.43
PLANS EXAMINER I	25	25.94	27.47	29.00	32.13
PLANS EXAMINER II	26	27.23	28.84	30.44	33.73
PLANS EXAMNER III	27	28.60	30.27	31.96	35.42
POLICE FLEET SERVICES COORDINATOR	18	18.67	19.76	20.87	23.11
POLICE INTELLIGENCE SPECIALIST	21	21.34	22.60	23.85	26.43
POLICE SERVICES COORDINATOR	20	20.32	21.51	22.71	25.16
PRETREATMENT INSPECTOR/PERMIT WRITER	23	23.53	24.91	26.30	29.13
PROJECT COORDINATOR III AIRPORT	22	22.41	23.74	25.05	27.75
PUBLIC UTILITIES RECORDS PROGRAM SPECIALIST	20	20.32	21.51	22.71	25.16
SENIOR FLEET CUSTOMER SERVICE ADVISOR	21	21.34	22.60	23.85	26.43
SENIOR LAB ANALYST	21	21.34	22.60	23.85	26.43
SENIOR PLANS EXAMINER	29	31.55	33.41	35.26	39.07
SENIOR POLICE INTELLIGENCE SPECIALIST	23	23.53	24.91	26.30	29.13

SENIOR TRAFFIC TECHNICIAN I	21	21.34	22.60	23.85	26.43
SENIOR TRAFFIC TECHNICIAN II	23	23.53	24.91	26.30	29.13
SPECIAL EVENTS ADMINISTRATIVE ASSISTANT	18	18.67	19.76	20.87	23.11
STORMWATER QUALITY COORDINATOR	23	23.53	24.91	26.30	29.13
STORMWATER TECHNICIAN	21	21.34	22.60	23.85	26.43
SURVEYOR III	21	21.34	22.60	23.85	26.43
TRAFFIC CONTROL CENTER OPERATOR I	21	21.34	22.60	23.85	26.43
TRAFFIC CONTROL CENTER OPERATOR II	23	23.53	24.91	26.30	29.13
TRAFFIC COORDINATOR	19	19.45	20.59	21.74	24.09
TRAFFIC SIGNAL LEAD	24	24.71	26.16	27.61	30.59
TRAFFIC SIGNAL TECHNICIAN I	21	21.34	22.60	23.85	26.43
TRAFFIC SIGNAL TECHNICIAN II	23	23.53	24.91	26.30	29.13
TRAFFIC TECHNICIAN	19	19.45	20.59	21.74	24.09
UTILITIES PLANNER	24	24.71	26.16	27.61	30.59
WATER RECLAMATION PLANNER/SCHEDULER	23	23.53	24.91	26.30	29.13