

MEMORANDUM OF UNDERSTANDING

May 4, 2025 – June 30, 2028

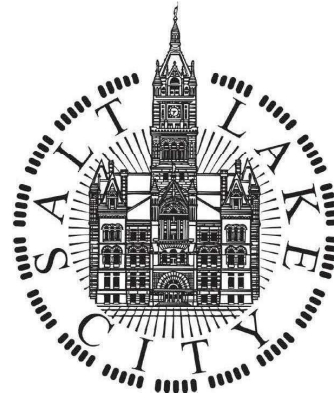
Salt Lake City Corporation

and the

Salt Lake Police Association



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MEMORANDUM OF UNDERSTANDING

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

RECITALS

- A. The City has recognized the value of collectively bargaining, with the Association, the terms and conditions of employment for Police Officers pursuant to the Collective Bargaining and Employee Representation Joint Resolution (“Resolution” attached as Attachment 1).
- B. The City and the Association have negotiated and have reached agreement on the terms and conditions of employment for fiscal years 2026, 2027, and 2028.
- C. The City and the Association recognize that this MOU does not modify the City’s authority or obligations established by the Utah Constitution and Utah statutes.
- D. The City and the Association jointly desire to establish the wage structure, benefits, and employment conditions for Salt Lake City Police Officers as required by the Resolution in order to promote the efficient operation of the Salt Lake City Police Department (“SLCPD”) and to provide an appropriate method of handling and processing grievances.
- E. The City and the Association agree that this MOU entirely replaces the prior Memorandum of Understanding between the parties and shall be effective as of May 4, 2025.

AGREEMENT

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

ARTICLE 1 – PRODUCTIVITY AND CONSTRUCTION OF MEMORANDUM

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

ARTICLE 2 – RECOGNITION

The City recognizes the Association as the exclusive representative pursuant to the Resolution for the purpose of negotiating salaries, wages, hours, and other conditions of employment for the classification of Police Officer. These rights will remain in effect until decertification of the Association or until repeal of the Resolution, or as otherwise restricted by state law. All employees within the classification of Police Officer are considered within the bargaining unit of this agreement.

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

ARTICLE 3 – RIGHTS AND OBLIGATIONS

A. Management Prerogatives; City Employer Rights

1. The City has the exclusive right to determine SLCPD's mission.
2. The City has the exclusive right to set standards and levels of service to be offered to the public, and to exercise control and discretion over its organization and operation.
3. Unless otherwise negotiated by the specific terms of this agreement, the City has the exclusive right to:
 - a. hire and direct the assignment and scheduling of work for Police Officers;
 - b. establish positions of employment and classifications for positions;
 - c. take disciplinary action for just cause;
 - d. lay off employees, adjust staffing levels, determine the method, means and personnel by which the City conducts its operations, including but not limited to contracting out to the private sector or other agencies of government any operations, services, labor or any other job performed by or for the City;
 - e. take whatever actions as may be necessary to carry out its responsibilities in situations of an emergency.
4. The City has the right to evaluate employees and establish and/or revise performance standards to determine acceptable performance levels of Police Officers.
5. Employees placed on paid administrative leave will be provided in writing a general basis for initiating the leave.

B. Police Officers' Rights

1. Police Officers have the right to self-organization; to form, join, or assist employee organizations; to bargain collectively through the Association according to the Resolution or any ordinance adopted in lieu of the Resolution; and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection. Employees are not required to be a member of the

Association. The City will not discriminate against Police Officers in any aspect of employment because of their affiliation or membership with the Association.

2. Police Officers have the right to refrain from any and all activities with reference to an employee organization and to be free from any and all restraint or coercion in the exercise of the right to refrain from joining, participating, assisting, supporting, or in any other way contributing to the operation of the Association. The City will not interfere with, intimidate, restrain, coerce, or discriminate against Police Officers in any aspect of their employment because of the exercise of any of these rights.
3. Regardless of membership or non-membership in the Association, nothing in this MOU precludes Police Officers:
 - a. from bringing matters of personal concern to the attention of the appropriate officials in accordance with applicable law, regulations, or established policy;
 - b. from having and enjoying all employment rights and benefits granted by the City whether or not they are members of the Association.

C. Association Rights

1. The Association has the right to present its views to the City either orally or in writing.
2. The City agrees to recognize up to twelve (12) Association representatives as the designated representatives of the Association. The Association will provide the Chief and Human Resources Business Partner assigned to the Department the names of its designated Association representatives in writing quarterly. The names of the Association's representatives will be posted by the Association on appropriate bulletin boards in the work location.
3. Union Activities: It is agreed that engaging in Union Activities, including internal Association business such as soliciting membership, collecting dues, electing officers, conducting membership meetings, and posting and distributing literature will be conducted during non-duty hours and without using City equipment or email. City email will not be used for Union Activities, as defined by applicable law. See Article 4.A.3.
4. The Association reserves the right to hire an individual to act as its executive director. If the Association elects to hire an executive director (which can include a non-City employee), the City agrees to acknowledge that individual as a duly authorized representative of the Association. The Association acknowledges that, if it elects to hire an executive director, that individual agrees to abide by applicable

City policies pertaining to confidentiality, including, but not limited to, policies regarding negotiations, investigations, and disciplinary proceedings.

5. Dues Deductions: The City agrees to deduct monthly Association membership dues from the pay of those Police Officers who individually request in writing that such deductions be made consistent with state law. The City further agrees to cease deduction of such fees upon written request by a Police Officer. The City will notify the Association in writing of all requests for termination of dues deduction.
6. Policy Updates: The City agrees to provide thirty (30) calendar days' notice to the Association prior to changing any Salt Lake City personnel policy, meaning a City-wide policy. Matters concerning procedural operations of the department are not considered City personnel policies. The Department will make best efforts to provide advance notice to the Association for changes in Department policy and agrees to meet in continued labor relations meetings to receive any advisory input on proposed changes. The City is not precluded from imposing changes in policy without prior notice subject to emergent or operational circumstances. This provision shall not be construed to limit or discourage efforts of either the Association or the City to discuss additional matters of concern.

ARTICLE 4 – REPRESENTATION

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

A. Association Representation Rights and Obligations

1. The Association accepts the responsibility for, and agrees to represent in good faith, the interests of all Police Officers without discrimination and without regard to membership in the Association. The Association shall determine the method and means of such representation in the fulfillment of this paragraph.
2. Police Officers shall not be represented in their employment relations with the City by an agent or representative of any employee organization other than the Association, except as provided in Section B below.
4. Time spent representing Police Officers during investigative interviews, pre-determination hearings, or related disciplinary matters is not working time and shall not be compensated, unless such representation takes place during the Association representative's regularly scheduled working hours.
5. Association representatives will be held to the same standard of confidentiality in these matters as the City. Any settlement discussions among Association representatives, Police Officers, and the City concerning settlement of items

grieved will be privileged matters and may not be used for any other purpose by either party.

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

B. Police Officers' Representation Rights

1. Police Officers may be accompanied and assisted by an Association Representative or other representative of their choice during investigatory interviews. The representative(s) may not be person(s) subject to the same investigation. Such representative may not exceed two people. This provision does not apply if the City announces to the employee that the inquiry will not result in disciplinary action. For example, the inquiry may be for the purposes of training or counseling.
2. Police Officers may be accompanied and assisted by an Association representative or other representative of their choice during any pre-determination hearing. Such representation may not exceed two people.
3. Police Officers shall be granted a reasonable amount of time to obtain such representation prior to any internal investigation or pre-determination hearing, without threat of disciplinary or other adverse employment action so long as such time does not unduly delay the meeting. Undue delay is the concept of a time period that is excessive in light of the circumstances. The parties acknowledge they will extend professional courtesy in scheduling.
4. Police Officers' right to representation does not apply to informal, routine, or unplanned discussions between Police Officers and their immediate supervisor.

ARTICLE 5 – WAGES

A. Wage Schedule

1. Pay Periods and Hourly Wage Rate: Police Officers shall be paid biweekly in accordance with the existing wage schedule in effect for Fiscal Year 2025/26 as set forth in the Base Wage Step Scale in Appendix "A" of this MOU. Wages reflect an employee's base hourly rate of pay. For reference, bargaining members are not subject to social security contributions.

2. Wage Increases:

Effective June 22, 2025, or the pay period following execution, the later of either, all steps of Appendix A will be increased by 7.0%.

Effective January 1, 2026, all steps of Appendix A will be increased by 3.3%.

Effective Fiscal Year 2027/28, all steps of Appendix A will be increased by 2%.

A Police Officer may subsequently move to a higher pay rate during the effective dates of the new wage schedule in the event that the passage of their anniversary date results in the Police Officer completing the requisite number of completed years of service.

3. Shift Differential: Police Officers will be paid shift differential as follows:

- a. Police Officers whose assigned shift begins from 0500 hours to 1159 hours, shall be paid at base pay without shift differential.
- b. Police Officers whose assigned shift begins from 1200 hours to 1759 hours, shall be paid an additional 2.5% of their base hourly rate of pay.
- c. Police Officers whose assigned shift begins from 1800 hours to 0459 hours, shall be paid an additional 5% of their base hourly rate of pay.
- d. Officers who take vacation, holiday, or sick leave will be compensated with the shift differential that they would have received if they had worked their regularly scheduled shift.
- e. Shift differential shall not be applied to compensation of vacation or sick leave upon termination of employment for retirement or any other reason.

4. Working Out of Class: A Police Officer required to work in a position above their classification will be paid an hourly rate according to SLCPD policy while acting in that position. Such hourly pay rate will not be effective until the employee has worked in that position for forty (40) consecutive hours. At that time the hourly pay rate will be effective back to the first day worked in that position.

B. Career Path

The City provides a Career Path Incentive program for Police Officers. This program is at the sole discretion of the Department. The City agrees to receive input from the Career Path Program Board prior to any substantive changes.

C. Breaks in Service

For purposes of Police Officers' wage schedules and an employee's step on the wage schedule, it is understood that Police Officers have an anniversary date reflecting the actual date they were hired by SLCPD. Police Officers who take an approved voluntary leave of absence in excess of 90 consecutive days or who either retire or resign from their employment but return to work within one (1) year as allowed by City Hiring Rules shall have such time deducted from their years of service, resulting in an adjustment to their anniversary date. Approved voluntary leave excludes use of lawfully protected leave. This provision does not apply if in conflict with any applicable law for military service.

D. Lateral Entry

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

E. Airport Assignment

Officers may be assigned to the Airport. Assignments are at the discretion of the City, and a change in assignment is not subject to grievance. For Officers assigned to the Airport without an assigned vehicle, the Officer will receive a \$200 monthly stipend, subject to applicable withholdings and Airport funding.

G. Take Home Vehicles: The City maintains the sole discretion to provide a take-home vehicle, and such assignment of a vehicle is not subject to grievance or bargaining obligation.

H. Bilingual Premium Incentive: Eligible officers who demonstrate oral proficiency for those languages identified in the City Language Differential policy will receive a premium of \$23 per every two-week pay period. Officers may be subject to recertifications consistent with City policy.

I. Education Premium Incentive: Those employees who have the following educational degrees will receive the following premium per every two-week pay period:

Associate's Degree	\$16.15 per every two-week pay period
Bachelor's Degree	\$23.08 per every two-week pay period
Master's Degree	\$34.62 per every two-week pay period
Doctorate/equivalent degree	\$46.15 per every two-week pay period

Education must be obtained from a bona fide and accredited college or university. An officer must submit a copy of their degree, including transcript and hours towards the degree. Upon affirmation of the degree, the City will make payment in the regular payroll process.

- J. Field Training Officer: For those employees who are department certified FTOs and who perform FTO duties, as assigned in writing, will receive a premium of the equivalent of 3 hours of the employee's base hourly rate of pay for each work shift (minimum 8 hour shift) for hours worked during period of the assignment as an FTO.
- K. Public Order Unit: Those employees assigned to the POU unit, or specifically assigned and deployed to perform POU functions (i.e. Motors/arrest teams), will receive a premium of 5% of their base wage for those hours worked when assigned to engage in POU duties. This provision does not apply to POU training or general assignment to engage in law enforcement duties.

ARTICLE 6 – HOURS OF SERVICE AND OVERTIME

A. Fair Labor Standards Act

The Fair Labor Standards Act and its regulations ("FLSA") outline the City's legal obligations to pay minimum wages and overtime. This MOU enhances some of the City's legal obligations. If any provision of this MOU fails to comply with the FLSA or its regulations, that provision is void and the City will comply with the FLSA. The voided provision will not affect the rest of the MOU which will remain in full force and effect. Use of paid leaves does not count as hours worked, except holiday accruals.

B. Regular Work Week and Schedule

A full time Police Officer's normal work week, regardless of shift arrangements, will be forty (40) hours of work.

For the purposes of overtime calculations, the work week is Sunday 00:00 to Saturday 23:59. A regular Patrol work schedule as determined by the Department will be the days and hours awarded through a seniority bid process. The regular work schedules for those not in Patrol (i.e. Investigations, Gangs, SWAT, Motors, etc.) will be the schedule the officer is assigned to at the start of the non-patrol assignment or as later modified for the assignment's normal schedule. This provision does not limit or prevent SLCPD from changing or establishing work shifts.

For general reference:

- A schedule means the days an employee is assigned to work in the workweek.
- A shift means the hours (i.e. start/stop times) an employee is assigned to work in a workday.

C. Change in Regular Days Off

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

D. Change in Scheduled Hours

1. SLCPD may change a Police Officer's scheduled shift hours to provide coverage if the schedule change is required due to the Police Officer's specific assignment. Any change made under this provision will not reduce the total number of hours a Police Officer would otherwise have worked during the workweek of the schedule change or reduce any call out pay that a Police Officer is entitled to receive.
2. Except as outlined in Section D.3 below, if SLCPD fails to give a Police Officer at least four (4) calendar days prior notice of a change to the Police Officer's regular work week or schedule due to needs outside their specific assignment, the City will pay the Police Officer for all time worked during the shift at a rate of one and one-half times the Police Officer's regular rate of pay.
3. Public Safety Emergencies: The notice and overtime provisions of this Article shall not apply, except as required by law, in a Public Safety Emergency. A Public Safety Emergency is defined as unforeseen circumstances beyond the scope of routine law enforcement emergencies. Examples include, but are not limited to, civil disorder, natural disasters, acts of terrorism, mass shooter event, public health emergencies, extreme weather events, plane crashes, train derailments, building collapses and other such large-scale events. The City will give as much notice as reasonably possible of the schedule changes and make best

efforts to inform the Association President, or designee, of any foreseen schedule changes due to Public Safety Emergencies.

4. Each Police Officer shall be provided sixty (60) minutes of break/lunch time during each 8 or 10 hour work shift and 90 or 60/30 minutes if assigned a 12-hour shift; however, any break/lunch time shall be taken in accordance with operational needs of the department. For a shift assignment of more than 4 hours and less than 8 hours, a 15 minute rest period subject to priority call will be provided in accordance with operational needs of the department. This paragraph does not apply to "post" assignments such as parades, marathons, and related events. There shall be no additional compensation to Police Officers who do not receive a break or lunch. It is understood that all employees that receive a paid break/lunch are subject to call without consideration for further compensation.
5. Break/lunch as defined in Section 4 above shall be taken in accordance with the following guidelines:
 - a. If the Dispatch office is not holding any priority one or two calls (as defined by SLCPD policy), Police Officers may check out for one (1) sixty (60) minute break/lunch. No more than one-third (1/3) of the total Police Officers assigned to and working in the field for that particular shift may be on a break/lunch at any one time.
 - b. The Shift Supervisor, or Watch Commander if the Supervisor is not available, may authorize additional Police Officers to be on a break/lunch when conditions allow.
 - c. Police Officers will remain in radio contact with the dispatch office while on break/lunch and may be required to respond to calls under exigent circumstances.
 - d. Calling Police Officers out of a break/lunch to respond to calls will be coordinated by the Shift Supervisor, who will determine the most expeditious method of responding under the circumstances.
 - e. The Shift Supervisor may suspend breaks under exigent circumstances.

E. Overtime Compensation

1. In order for Police Officers to receive compensation for time worked in excess of forty (40) hours per work week, Police Officers must have prior approval from their supervisor to perform such work. Time worked that is required by the City is deemed to have received prior approval. Except for holiday accruals, use of accrued paid leaves does not count as hours worked for the purposes of overtime calculations. Employees may not use personal leave for voluntary overtime or secondary employment.

2. Police Officers required to perform work in excess of forty (40) hours per week shall be compensated by pay at one-and-one-half (1 ½) times their regular rate of pay.
3. Any currently accrued compensatory hours will be used prior to use of any vacation time until such banks are exhausted. There will be no pyramiding of overtime and compensation will not be received or paid twice for the same hours.

F. Compensation for Court and Other Appearances

1. Police Officers shall be entitled to receive compensation for a court or administrative proceeding appearance as a witness subpoenaed by the City, the State of Utah, the United States or a party to a legal proceeding when the appearance is related to the Police Officer's official duties as follows:
 - a. Court or administrative proceeding appearances made while on-duty shall constitute normal hours of work.
 - b. In the event a court or administrative proceeding appearance extends beyond the end of a Police Officer's regularly scheduled shift, such time spent in court or in administrative proceedings will be treated as normal work time for the purpose of computing a Police Officer's overtime compensation.
 - c. Court or administrative proceeding appearances made outside of a Police Officer's regularly scheduled shift will be compensated as follows:
 - i. Police Officers shall be paid at the rate of one and one-half (1½) times their regular hourly rate of pay for up to two (2) hours of time spent if not regularly scheduled to work for preparation in conjunction with such court or administrative proceeding appearances if approved by a supervisor and the court hearing is confirmed; provided, however, that no Police Officer is authorized to, and shall not spend in excess of two (2) hours while off-duty in preparation for an appearance.
 - ii. In addition to the compensation provided in (i) above, Police Officers shall be paid at the rate of one and one-half (1½) times their wage rate for the actual time spent in court or in administrative proceedings. Time granted by a court or administrative body to Police Officers for lunch shall not be compensated.

- iii. In the event the time spent in court or administrative proceedings extends into the beginning of the Police Officer's regularly scheduled work shift the time and one-half pay ends at the time such shift is scheduled to begin.
- 2. Compensation shall be provided by authority of Section F only if:
 - a. The beginning time of the required appearance is noted on the subpoena;
 - b. The time the Police Officer is released from the court or administrative proceeding appearance is noted on the subpoena and initialed by the prosecuting attorney or appropriate government representative; and
 - c. A copy of the Police Officer's subpoena complying herewith is delivered to the supervisor within seven (7) working days following the court or administrative proceeding appearance.
- 3. Compensation for preparation time shall be provided for more than one appearance per day, only if any additional appearance is scheduled to begin at least two (2) hours after the Police Officer is released from any prior court appearance.
- 4. The prosecuting attorney or appropriate government, court, or administrative representative shall have the right and the duty to refuse to initial the subpoena of any Police Officer who, through absence or neglect, fails to appear in compliance with the terms of the subpoena.
- 5. Police Officers may not take leave time after the receipt of the subpoena in order to be considered "off duty" and receive overtime under this section.
- 6. If subpoenaed for a court appearance, witness fees and mileage payments, as paid by a court to a witness, may be retained by the employee.

G. Training

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

- 1. Time spent in training while on-duty will be considered normal work time.
- 2. The City will provide forty (40) hours of in-service training to each Police Officer, as required by the State of Utah, Division of Peace Officers Standards and Training (P.O.S.T.), on an on-duty basis. The City will provide this training either during the Police Officer's regularly scheduled shift, or by adjusting the Police Officer's shift so that the training will be on an on-duty basis.

3. Time spent in required in-service training will be treated as normal work time for the purposes of computing such Police Officer's overtime compensation. Training in excess of POST requirements is subject to Department approval and applicable FLSA.
4. When an employee is required to be on duty during a training period for more than 24 consecutive hours, the parties agree that the regularly scheduled sleep period does not constitute hours worked except for those hours worked if interrupted for work duties. If the interruption does not provide for at least 5 hours of sleep during the scheduled sleep period, the entire sleep period constitutes hours worked.

H. Miscellaneous Work Time

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

I. Overtime Administration

The administration and assignment of any necessary overtime work is solely a function of management and does not set precedent or reliance of overtime opportunities.

J. On-Call

Police Officers may be assigned to be available to report to work within a reasonable period of time when off duty, referred to as On-Call. An employee assigned to On-Call status must be readily available to report to work promptly under normal commute conditions. The City can limit the assignment of On-Call status for those employees that do meet the purposes of the assignment.

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

This compensation shall be in addition to any callout pay or pay for time worked the employee may receive during the on-call period. On-Call does not apply to court waiting time.

K. Callout

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

1. Police Officers who are directed to report to work shall receive a minimum of four (4) hours compensation, at one-and-one-half (1½) times their wage rate, or one-and-one-half (1½) times their wage rate for actual hours worked, whichever is greater.
2. If the Police Officer is directed to report to work and the direction to report to work is cancelled within fifteen (15) minutes, then the Police Officer shall receive one (1) hour of compensation at one-and-one-half (1½) times their wage rate.
3. Police Officers who are assigned to day shift, and who are directed to perform work within eight (8) hours prior to the beginning of their regularly scheduled shift, or Police Officers who are assigned to the afternoon or graveyard shifts, and who are directed to perform work within eight (8) hours following the end of their regularly scheduled shifts shall receive a minimum of four (4) hours compensation at one-and-one-half (1½) times their wage rate, or one-and-one-half (1½) times their wage rate for actual hours worked, whichever is greater.
4. Police Officers who are directed to perform work at the Police Officer's current location at any other times than those enumerated above, shall receive a minimum of one (1) hour compensation at one-and-one-half (1½) times their wage rate, or one-and-one-half (1½) times their wage rate for actual hours worked, whichever is greater.
5. Police Officers who have not been assigned a City vehicle and who are called out under this provision will be paid mileage from their resident address to the location of the callout as allowed by City policy.

L. Special Event Pay Assignments:

1. For the purposes of this Article, special event pay assignments are defined as extra hours assigned outside of a Police Officer's normally scheduled work shifts for work assignments to attend to duties related to special events such as parades and marathons. These assignments do not include extension or carryover of the Police Officer's normally scheduled work shifts. Special Event Pay Assignments will be designated as such.
2. Police Officers who work Special Event Pay Assignments beyond their regularly scheduled workweek will be paid at the overtime rate with a minimum of three (3) hours compensation.

M. Voluntary Duty Assignments:

The City may offer voluntary work opportunities for additional work assignments and may, in its sole discretion, offer premium pay for those assignments without establishing past practice.

N. Department Seniority

1. Seniority: Departmental seniority will be established by an identification number assigned to Police Officers by the department upon successful completion of an employee's basic training academy.
2. Seniority Bidding: Police Officers, who have successfully completed the basic training academy will bid shifts, days off, and where applicable, specific patrol districts or Division work assignments by departmental seniority when a conflict does not exist with departmental policy or operating efficiency.

O. Probationary Employees

Any new bargaining unit member hired will serve an 18-month (540 days) probationary period from date of hire. The probationary period is intended as a period of time to evaluate employees. An employee's probationary period may be extended at the City's discretion. The City may extend an employee's probationary period resulting from absences due to medical reasons or similarly related circumstances in order to complete the observation period. Employees will be notified in writing when determined to have passed their probationary period, when probation is extended or tolled, or upon termination of probation.

Probationary employees are "at-will" employees without grievance or appeal rights.

P. Patrol Schedule

Providing 24-hour law enforcement coverage to the citizens of Salt Lake City requires significant staffing levels. The City reserves the right to modify the Patrol schedule staffing model. Prior to the implementation of any such change, the City will give at least 45 days' notice to the Association and provide discussion in Labor Management meetings. The City agrees to review any recommendations provided by the Association.

ARTICLE 7 – HOLIDAYS

A. Holidays Specified

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

1. New Year's Day, the first day of January.
2. Martin Luther King Jr. Day, the third Monday of January.
3. Presidents Day, the third Monday of February.
4. Memorial Day, the last Monday of May.
5. Juneteenth, the nineteenth day of June.
6. Independence Day, the fourth day of July.
7. Pioneer Day, the twenty-fourth day of July.
8. Labor Day, the first Monday in September.
9. Veteran's Day, the eleventh day of November.
10. Thanksgiving Day, the fourth Thursday in November.
11. The Friday after Thanksgiving Day.
12. Christmas, the twenty-fifth day of December.
13. One personal holiday per calendar year, taken upon the request of an employee as approved by a supervisor. The personal holiday hours accrued will be the first holiday hours used in a calendar year and may not be carried over. Personal holidays must be used in half day or full day increments in the calendar year earned and is otherwise forfeited. This personal holiday has no compensable value upon separation of employment.

B. Holidays are accrued in advance per trimester as identified by Chief's Memo (8/24/23).

C. For those Police Officers whose assignments require staffing on the graveyard shift prior to, or the day and afternoon shifts on, Thanksgiving Day or Christmas Day, the wages provided for Subparagraph 1.a shall be at the rate of one-and-one-half (1½) times their wage rate for such shifts worked.

D. Police Officers may accrue holidays, but any holidays accrued in excess of twelve (12) will be forfeited unless used prior to the end of the calendar year.

E. Holiday Pay upon Leaving City Employment

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

ARTICLE 8 – VACATIONS

A. Vacation Authorized

Police Officers shall be entitled to receive their regular salaries, including shift differential, during vacation periods earned and taken in accordance with the provisions of this Article. Police Officers shall be entitled to use vacation, as per Policy and staffing needs with the understanding that if a request is denied, the Department will provide an explanation. Approval of vacation time may be limited in particular circumstances in order to maintain adequate staffing for large events or emergent circumstances.

B. Vacation Accrual

Police Officers shall accrue vacation according to the following schedule:

Completed Time Years of City Employment	Hours Accrued per Biweekly Pay Period
0 to 36 months	3.73
37-72 months	4.42
73-108 months	4.81
109-144 months	5.54
145-180 months	6.15
181-228 months	6.77
229+	7.69

C. Rules for Taking Vacation

1. All vacations are to be taken as directed by the Commander of each Division at such time as it would be most advantageous to the efficient operations of that Division. However, in the assignment of vacation periods:
 - a. Police Officers with the most departmental seniority (as defined in Article 6.N) shall be given first consideration for vacation requests submitted during the annual vacation bidding process which shall take place in November of each year for vacations taken during the following three

trimesters. The annual bidding process shall cover all dates within the three trimesters and is not limited to the calendar year following the vacation bidding process. Vacation requests made during the annual bid process must be in increments of at least one (1) day. Requests made after the annual bid process shall be approved on a first-come first-served basis; and

- b. A Police Officer may request vacation time which the Police Officer has already accrued or will have accrued prior to the requested dates. In the event that a Police Officer's requested vacation day, or any portion of a multi-day vacation request, falls on the Police Officer's scheduled day off, the Police Officer will not be required to use a vacation day for the scheduled day off. The use of the vacation request will be otherwise unaffected.
- 2. Police Officers may accumulate vacation according to their credited years of employment with the City up to the following maximum limits:
 - a. After six (6) months: up to two hundred (200) hours; and
 - b. After nine (9) years: up to two hundred eighty (280) hours; and
 - c. After fourteen (14) years: up to three hundred twenty (320) hours.
- 3. Any vacation earned or accrued beyond the above maximum amount will be forfeited unless utilized by the employee's anniversary date (date of hire). On petition of a Police Officer, the Chief may allow the Police Officer to accumulate vacation earned in excess of the maximum limits provided in subparagraph 2 if the Chief determines that the Police Officer was unable to use vacation due to circumstances beyond the Police Officer's control.
- 4. Other than vacation that was bid during the annual bid process, vacation must be used in a minimum of ¼ hour increments.

D. Vacation Benefits upon Termination

Police Officers who leave City employment shall be entitled to be paid for all earned and unused vacation time.

ARTICLE 9 PAID PERSONAL LEAVE

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

A. Amount of Paid Personal Leave

Each Police Officer shall be awarded personal leave and be able to use their personal leave on November 1st of each year of this agreement.

Based on the following schedule:

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

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

B. City Contribution

Police Officers may not carry over more than eighty (80) hours of personal leave to the next plan year, which begins each year of this agreement on November 1st.

For any personal leave unused by a Police Officer above eighty (80) hours on the dates mentioned above, the City, no later than the following corresponding dates below, will contribute the compensable value at the employee's base hourly rate of the unused personal leave to their employee post-employment health plan in the first pay period in December.

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

C. Carry Over of Personal Leave

Any Police Officer’s personal leave hours not contributed according to Section B above shall carry over to the next plan year with a maximum carry over of 80 hours.

D. Conditions of Use of Paid Personal Leave

Based upon the need to operate at acceptable staffing levels and to maintain the safety of the public and Police Officers, paid personal leave shall be used in a manner directed by the Department. Minimum use of paid personal leave is in one (1) hour increments.

Prior notice and approval shall not apply in situations where paid personal leave is used for illness or dependent leave, in which case the Police Officer should give notice as soon as possible before commencement of the duty shift unless justified by emergency circumstances. Use of personal leave for any other reason shall be subject to supervisory approval.

E. Short-Term Disability Insurance

Protection against loss of income when a Police Officer is absent from work due to a short term disability off the job shall be provided to Police Officers covered under Plan “B” through short-term disability insurance (SDI). There shall be no cost to the Police Officer for SDI. SDI shall be administered in accordance with the terms determined by the City. As one of the conditions of receiving SDI, the Police Officer will be required to submit to a medical verification. The agreement between the City and Third-Party Administrator of the SDI program will be available online. At the request and agreement of the Police Officer, the City may provide temporary light duty assignments to Police Officers on SDI, provided a light duty assignment is available, and the Police Officer provides proper medical releases.

F. Benefits Upon Leaving City Employment

Upon an eligible employee leaving City employment, the City shall contribute the value of accumulated unused personal leave hours, in excess of eighty (80) hours, to the employee’s post-employment health plan. Any remaining accumulated unused personal leave minus any adjustment necessary after calculating the “prorated amount,” shall be paid to the employee at fifty (50) percent of the hourly base wage rate, not including any incentive pays, on the date of leaving City employment for each unused hour, subject to appropriations of funds. For purposes of this subparagraph, “prorated amount” shall mean the amount of personal leave credited at the beginning of the plan year, multiplied by the ratio of the number of months worked in the plan year (rounded to the end of the month which includes the date of leaving City employment) to twelve (12) months. If the eligible employee, at the time of leaving City employment, has used personal leave in excess of the prorated amount, the value of the excess amount shall be reimbursed to the City and may be deducted from the eligible employee's final paycheck.

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

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

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

Retirement Month	100% RL hours will be:
January 1st – June 30th	Contribution to Health Retirement Account Plan.
July 1st – December 31st	Paid as compensation to retiree

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

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

H. Post-Employment Health Plan

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

ARTICLE 10– LEAVE OF ABSENCE

A. Bereavement Leave

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

Time off with pay will be granted a full time Eligible Employee 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, siblings, 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. Bereavement leave hours do not need to be used continuously but must be used within one calendar year of the death.

In the event of a miscarriage or stillbirth, the employee, the employee's spouse or domestic partner, or employee to be an adoptive parent, the City will provide an employee with up to three (3) working days of paid leave for bereavement. This provision is subject to existing City Policy or as modified by the City.

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

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

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

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

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

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

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

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

Benefits in this Article are for the purpose of continuing income to employees during absences due to illness, hospitalization, or other specifically identified reasons. Some of these absences may qualify under the Family and Medical Leave Act (FMLA). FMLA is a federal law that provides a period of unpaid leave each year and protects jobs and health care benefits for Police Officers who need to be off work for certain "family and medical" reasons. Police Officers may obtain a complete copy of the City's FMLA policy on the City's intranet or may request a copy from the City's Human Resources Department. The City requires all employees using FMLA leave to exhaust their paid leave allotments for FMLA qualifying events prior to taking unpaid FMLA leave. For additional information refer to the Family & Medical Leave Act Policy 3.03.06 at www.slc.gov or contact your Human Resource Consultant.

C. Military Leave

1. Leave for Police Officers Who Enter Military Service

Police Officers who enter the services of the United States, including the United States Army, United States Navy, United States Marine Corps, United States Air/Space Force, United States Coast Guard, or commissioned corps of the Public Health Service, shall be entitled to be absent from their duties and service with the City, without pay, as required by state and federal law.

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

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

demonstrating duty with such agencies. To qualify, the duty does not have to be consecutive.

D. Leave for Jury Duty

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

A Police Officer must give their supervisor as much advance notice as possible of jury service that may require absence from work.

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

E. Additional Leave of Absence

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

F. Disability Compensation

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

G. On the Job Injury Leave and Worker's Compensation

The City follows State Worker's Compensation laws and benefits. In the event of an on the job injury and for an accepted worker's compensation claim, the City provides the following additional "Injury Leave" as a benefit to assist employees to bridge the gap between worker's compensation disability payments and the employee's regular net wage as identified below.

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

1. The disability must have resulted from a documented injury arising out of the discharge of official police duties and/or while exercising some form of necessary law enforcement authority as determined by the Chief.
2. Police Officers must be unable to return to work due to the injury as verified by a competent medical practitioner acceptable to the City.

3. The leave benefit must not exceed the value of the Police Officer's net wages during the period of absence due to the injury, less all amounts paid or credited to the Police Officer as worker's compensation, social security, long term disability, or retirement benefits, or any form of governmental relief whatsoever. "Net wage" for purposes of this provision shall mean the employee's base gross compensation for their regularly scheduled work shift less Federal and State income tax and FICA withholding. In no event shall an Eligible Employee collect more than One Hundred percent (100%) of their net wage.
4. The value of benefits provided to Police Officers under this injury leave program shall not exceed the total of seven thousand five hundred dollars (\$7,500) per officer per injury, unless approved in writing by the Chief after receiving an acceptable treatment plan and consulting with the City's Risk Manager.
5. The City's Risk Manager shall be principally responsible for the review of injury leave claims.
6. The City shall track the per-officer, per-injury benefit and shall advise the Officer when the benefit has reached seven thousand five hundred dollars (\$7,500). The Police Officer may then request an increase in the benefit as set forth in subparagraph 4 above or may then elect in writing to the Chief or designee to use accumulated sick leave, personal leave, and/or authorized vacation time to supplement the Police Officer's Worker's Compensation disability benefit, not to exceed the Police Officer's net salary.
7. "Net salary" for purposes of this provision shall mean gross compensation.

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

A. Tuition Reimbursement

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

B. Uniform Allowance and Provided Equipment

The City shall provide each Police Officer a ballistic helmet, ballistic vest, reflective vest, flashlight, flashlight holder, and flashlight traffic cone. The Department provides the equipment deemed necessary for the position or assigned duties and maintains the discretion to provide, discontinue or update equipment not listed at its discretion consistent with operational need.

1. The City shall provide for the cleaning of uniforms as described in Department policy.

2. Police Officers in plainclothes assignments, as determined by their Division Commander, shall be provided a cleaning allowance of Twenty-Two Dollars (\$22) per pay period.
3. All Police Officers who work in uniformed assignments will be enrolled in the Department's Quartermaster System, which will operate as follows:
 - a. Necessary uniform and equipment items, including patrol uniforms, detective uniforms, duty gear, footwear, cold-weather gear, headwear, etc. will be provided to such Police Officers by the Department's Quartermaster pursuant to Department policy.
 - b. A full inventory of items that the Quartermaster will provide to Police Officers within the Quartermaster System and the manner in which they will be distributed will be stated in Department policy. Such policy will be generated by a Quartermaster Committee that will have representatives from both the Department and the Association.
 - c. Police Officers in the Quartermaster System will be paid the sum of Two Hundred Dollars (\$200) per calendar year each for the purpose of independently purchasing any incidental uniform or equipment needs not provided by the Quartermaster System.
 - c. Police Officers participating in the Quartermaster System that are transferred to a plain clothes assignment (e.g. Mayor's detail) will be provided clothing allowance of up to \$450 per year.

The Quartermaster sergeant will maintain and record purchases. Officers in plainclothes assignments that are participating in the Quartermaster system will continue to receive the cleaning allowance of twenty-two dollars (\$22) per pay period.

C. K-9 Squad Allowance

The City maintains the discretion to assign a Police Officer to the K9 squad. With the assignment, the Officer agrees to the responsibility to care and feed the K9 on a daily basis. The parties intend to compensate for any ordinary off-duty care, cleaning, feeding or grooming at the employee's regular rate of pay consistent with applicable law. The parties agree that commuting to work with the dog does not constitute "hours of work" solely because the dog is in the vehicle. The parties agree that generally not more than 30 minutes per day is needed for ordinary off-duty care of the K9.

In consideration of this duty, Police Officers assigned to the K-9 squad will be compensated as follows based on assignment at the discretion of the Department:

1. Police Officers will receive 2.0 hours per work week to care for the police service dog. Such hours shall be counted as part of the Police Officer's regular work shift(s).
2. Police Officers will receive 2.3 hours per work week, at the rate of one-and-one-half (1½) times their base wage rate, to care for the police service dog.

D. Automobile and Travel Allowances

The City will pay automobile and travel allowances pursuant to the City and SLCPD Policies. The assignment of take-home vehicles, as assigned, is at the sole discretion of the City. Such assignment is not guaranteed.

E. Blood Draw Callout

Off-duty Police Officers who participate in an evidentiary Blood Draw Program shall be used first to perform blood draws. If no off-duty Police Officers are available the City may use on-duty Police Officers for this function. Police Officers who participate in an evidentiary Blood Draw Program will be compensated as follows:

1. Voluntary response: Officers qualified in the Blood Draw Program who voluntarily respond to a scene to perform blood draw duties when off duty will receive a minimum call out pay of 4 hours overtime, at 1.5 times their regular rate of pay, for the actual hours worked, or greater, for performing the duties.
2. Mandatory response: Officers qualified in the Blood Draw Program who are mandated to respond to a scene to perform blood draw duties when off duty will receive a minimum call out pay of 3 hours overtime, at 1.5 times their regular rate of pay, for the actual hours worked, or greater, as assigned.

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

ARTICLE 12 – INSURANCE

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

1. The City will make available life, accidental death and dismemberment; dental; and health insurance to all Police Officers covered under this MOU, upon the terms and conditions as may be from time to time determined by the City.

2. A premium payment shall be deducted biweekly consistent with the pay periods.
3. The City will make available an Employee Assistance Program that will provide counseling by an outside independent firm.

B. Post-Employment Health Plan

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

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

ARTICLE 13 – PENSION PLAN CONTRIBUTION

A. Non Contributory Retirement System

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

B. Tier 2 Retirement System

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

C. Career Path Incentive

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

ARTICLE 14 – SAVINGS CLAUSE

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

In the event laws are passed by the federal government, the state, County, or the City which conflict with the provisions of this MOU relating to hours or wages, the specific provisions of this agreement which are in conflict, the City will defer to the conditions of the law. The parties may discuss impacts to the change in labor management meetings.

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

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

ARTICLE 15 – DISCIPLINE, CORRECTIVE ACTIONS, & PROCEDURAL RIGHTS

A. Police Officers' Procedural Rights during Investigative Interviews

It is the intent of this Article to provide procedural safeguards to Police Officers who are under investigation by the Police Department for alleged acts or omissions which, if sustained, could result in formal discipline. Formal disciplinary actions are "Letter of Reprimand," suspension without pay, demotion, and discharge.

1. Corrective Actions

Unless otherwise expressed by this article this article does not apply to corrective actions, or directives given to bargaining unit members by their supervisors. Corrective actions are less formal means of resolving performance concerns or issues related to daily operations, interpersonal conflicts, and minor matters of improper conduct. Corrective actions include routine coaching and counseling, performance improvement plans, and written warnings. Corrective actions, even if reduced to writing, and written warnings, are not considered formal disciplinary actions and are not subject to grievance or appeal. On behalf of a bargaining unit member, the Association may provide a written rebuttal to a written coaching/counseling within 30 days of the imposition.

All corrective actions or disciplinary actions will be appropriately labeled.

a. Counseling/Written Warnings

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

- i. Use of written warnings will generally be progressive in nature, however, the City is not precluding from imposing a written warning under the circumstances that merit more than a counseling.
- ii. Following a written warning, Officers may submit a written response that will be attached/filed with the warning, within 30 calendar days of receipt of the warning. The officer and Association will be permitted to review any investigatory report consistent with Section C.1.b below, if the report was not otherwise previously provided to the officer prior to the issuance of the written warning.
- iii. When issuing a written warning, the supervisor shall, upon the officer's request, meet with the officer and engage in a discussion regarding the events related to the warning.
- iv. Written warnings will not be used as the basis for progressive discipline after two (2) years from the date of imposition with no further sustained similarly related conduct, provided the written warning was not related to use of force, EEO, Violence in the Workplace or similarly serious conduct.

2. Investigative Interviews

- a. Prior to an investigatory interview that may result in formal disciplinary action, the subject Police Officer will be advised in writing of the following:
 - i. The subject Officer will be informed of the nature of the investigation of the facts reasonably sufficient to inform the employee of the allegations, conduct or incident surrounding the matter under investigation and possible policy violations.
 - ii. The City will make best efforts to provide at least 24-hours' notice of an investigatory interview.

Note: The provisions above do not apply to witness interviews. An employee who is involved as a witness to a complaint will be informed prior to an investigatory interview that they are a witness in an investigation and the nature of the investigation.

- b. For the investigatory interview, the following will be adhered to:
 - i. For a non-criminal internal investigation, the subject officer will be compelled to attend and answer questions in internal investigations. If the allegations include allegations involving elements of possible criminal conduct, the employee will be afforded a Garrity advisement if compelled to answer questions in an internal investigation.

- ii. The Police Officer's right to have an Association representative, not to exceed two (2) representatives. Such representation will not unduly interfere with the interview, however, at the end of the interview, the representative will be afforded a brief opportunity to ask the employee any follow up questions. The representative is not permitted to answer questions on behalf of the employee.
 - iii. The interview will provide for reasonable breaks, except that a break will not be allowed if a question is pending.
 - iv. The interview shall specifically and narrowly focus on the job related conduct of the Police Officer.
 - v. The City will audio record the investigatory interview, and upon request a copy will be provided to the Association or subject officer. The Association may also audio record, and upon request by the City, the Association will provide a copy to the City. The Association and subject officer agree the recording will not be shared with witnesses or any individual/entities other than the Association, representative and subject employee.
- c. Before a Police Officer, subject officer, or witness officer is re-interviewed for the same investigation, the Police Officer shall be afforded a reasonable opportunity to review a complete recording of the Police Officer's previous interview(s) at the Department. Release of the recording or transcript of the employee's interview is subject to Section C below.

If a Garrity admonishment was given in the investigatory interview, and the employee requests a copy of the recording or transcript of the interview, the employee may be required sign a waiver.

B. Limitations of Investigations

- 1. Persons conducting the investigation may not:
 - a. Subject the Police Officer under investigation to offensive language or threaten disciplinary action, except a Police Officer refusing to respond to questions or submit to interviews shall be informed that failure to answer questions about the alleged misconduct to job related conduct may result in disciplinary action;
 - b. Make any promise of reward or leniency as an inducement for the Police Officer to answer any questions; or
 - c. Be a direct witness.

2. Persons deciding whether to impose formal discipline may not be the investigator.

C. Pre-Determination Meeting (aka Loudermill)

In the event a supervisor is contemplating imposing a formal disciplinary action, as defined above in Section A, for sustained charges of misconduct, the employee will be afforded written notice of a pre-determination meeting. The meeting will be held no sooner than ten (10) nor later than twenty (20) calendar days from the date such notice is received by the Police Officer unless otherwise mutually agreed upon by the Association and the City, or by the Police Officer and the Chief or appropriate City official. A pre-determination meeting will also be provided for sustained violations of conduct for use of force, sexual misconduct, and/or untruthfulness.

Corrective actions and written warnings, as defined above, do not require a pre-determination meeting.

1. Pre-Determination Meeting

- a. Police Officers will be provided with a written notice of charges, a statement of the grounds for the charges, the evidence relied upon, and the formal disciplinary action contemplated.
- b. Prior to any pre-determination meeting, Police Officers and their representatives will be afforded a reasonable opportunity to examine all evidence being relied upon for the basis of the disciplinary action contemplated by the City. Upon request by the Association Designated representative or Association Labor Counsel handling the disciplinary matter, a copy of the materials relied upon for the basis of the disciplinary action contemplated, the City will provide a confidential copy under protective order. The parties agree this disclosure is limited receipt to the Association Representative/Labor Counsel and the officer subject of the investigation. Should any City employee receiving this information engage in retaliation or actions that compromise the integrity of the investigation, such conduct may form the basis of an independent investigation and possible discipline. Abuse of this disclosure privilege may result in the City's sole discretion to discontinue providing the information in this format.
- c. The supervisor employee responsible for deciding upon the disciplinary action will attend the pre-determination meeting. The meeting is considered an informal setting and a closed meeting. For the purposes of record keeping, either party may audio record the meeting. No direct witness testimony will be received, other than if offered by the employee under review.

- d. Police Officers and/or their respective representative shall be afforded an opportunity to respond to said charges and provide mitigation, evidence or other factors they believe should be considered by the decision making authority. Attendance to a pre-disciplinary meeting is voluntary by the employee or Association.

D. Dispositions of Internal Investigation and Time Limits

The Police Officer will be notified, in writing, of the disposition of any investigation, including a disposition of each allegation. If the investigation is not resolved within 180 days from when the complaint was initiated (when entered into internal affairs tracking software), the City will update the officer with the status of the pending internal investigation.

E. Imposition of Discipline

Formal discipline imposed will be maintained in the employee's personnel file consistent with practice and Article 19.

F. Polygraphs

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

G. Remedy

This section defers to Article 16.B.3 Procedural Grievances subject to the following:

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

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

ARTICLE 16 – GRIEVANCE PROCEDURE

A. Scope of Grievances

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

1. Contractual grievances;
2. Formal Disciplinary Action grievances;
3. Procedural grievances under Article 15.

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

B. Grievance Procedure

1. Contractual Grievance
 - a. A contractual grievance is an allegation by the Association that the City has violated an express provision of this MOU, provided however, that Articles 1, 15, 17, 21, 22, 23, 24, and 25 of this MOU shall not be subject to the contractual grievance procedure.
 - b. A contractual grievance shall be confined exclusively to the interpretation and/or application of the express provisions of this MOU except for the Articles described above. A contractual grievance shall not include disciplinary grievances contesting imposition of any formal disciplinary action. Such grievances are described below.

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

Step 1

The Association shall file a written grievance with the Chief, or designee, within thirty (30) calendar days after the event giving rise to the grievance or thirty (30) calendar days after the Association should reasonably have learned of the event giving rise to the grievance, whichever is later. The Chief, or designee, shall give a written answer to the Association within thirty (30) calendar days after receipt of the grievance. Prior to the written answer, the parties are not precluded from meeting to discuss the grievance.

Step 2

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

Step 3

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

2. Disciplinary Grievance

- a. For purposes of this MOU, there are two categories of formal disciplinary action imposed by the City that are subject to grievance:
- i. Formal disciplinary actions taken by the City which result in a Letter of Reprimand or a suspension without pay of two (2) working days or less.
- Police Officers may grieve a formal disciplinary action by filing a written grievance with the Chief's office within ten (10) calendar days of the date of the imposition of the disciplinary action. The written grievance will specifically explain the reasons for submitting the grievance.

- The Chief, or designee, shall meet with the Police Officer to hear the appeal in a meeting. The meeting will be recorded, and the Police Officer may bring an Association representative. The Police Officer will be allowed to review all evidence relied upon by the City at the meeting if requested. The Chief or designee may conduct additional meetings in an effort to resolve the appeal.
 - The Chief or designee shall give the Police Officer a written decision within forty-five (45) calendar days of receiving the grievance. The decision of the Chief shall be final and binding. Extensions of time may be granted and shall not be unduly withheld.
- ii. Disciplinary actions which result in a Police Officer's discharge, suspension without pay for more than two working days consistent with the employee's shift at the time of incident, or involuntary transfer from one position to another for a disciplinary reason, meaning demotion. Position refers to job classification/job title.
- The appeal process first includes the Department Director review as required above.
 - Thereafter, Officers may appeal these types of discipline according to the procedures outlined in State law and Salt Lake City Code.

3. Procedural Grievance

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

Step 1

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

Step 2

The Chief, or designee, and a member of the City Attorney's office will review the grievance. The City will give a written answer to the Police Officer, or Association, within fifteen (15) calendar days after receipt of the grievance. The decision of the Chief, or designee shall be final and binding.

C. General Rules

1. The time limitations set forth in this Article are of the essence. The City, the Association, and the Police Officer (for disciplinary or procedural grievances) may mutually agree to extend the time limits in writing. No grievance shall be accepted by the City unless it is submitted within the time limits set forth in this Article unless mutually agreed to in writing.
2. If the Association or Police Officer does not timely submit a grievance to the next step, the grievance shall be deemed to have been settled in accordance with the City's answer at the last step. If the City fails to answer within the time limits set forth in this Article, the grievance shall automatically proceed to the next step. In the event the parties dispute timeline issues for matters submitted to arbitration or a hearings officer, the adjudicator will be limited to hear the timeliness arguments first, including any closing summation by the parties. The adjudicator will then rule from the bench on the timeliness issue.
3. Time spent by Police Officers in adjusting grievances and/or pursuing arbitration is not working time and shall not be compensated, unless otherwise specified in Article 3. However, if any review of a grievance is held during the Police Officer's normal working hours, the Police Officer will not suffer a loss in compensation.
4. A grievance shall be heard during the City's normal working hours.
5. A Police Officer may be represented as provided in Article 4.
6. A Police Officer shall not be subjected to retaliation, punitive action or discrimination in any aspect of employment for the lawful exercise of the grievance procedure.
7. When filing a contractual or procedural grievance, the grievant shall state the basis for the grievance, the relevant facts, and the specific provision(s) of this MOU the Association claims the City violated. No new claims may be made by the grievant once the grievance has been filed except upon discovery of additional evidence relating to the grievance.

8. A disciplinary grievance will state the basis for the grievance. No new basis for grievance may be made by a Police Officer except upon discovery of additional evidence relating to the appeal.
9. Such additional evidence discovered in subparagraphs 7 and 8 above, shall be communicated to the City as soon as possible upon discovery. If the additional evidence is conveyed to the City within ten (10) calendar days prior to a scheduled hearing date, the hearing date shall be continued for fifteen (15) calendar days.
10. A grievant may withdraw a grievance with written notice to the other party at any time.

ARTICLE 17 – ARBITRATION PROCEDURE

A. Scope of Arbitration

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

B. Selection of Arbitrator

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

C. Arbitrator's Jurisdiction

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

1. Contractual Grievances

- a. The arbitrator shall confine the decision exclusively to the interpretation and/or application of the express provisions of this MOU at issue between the Association and the City; provided, however, that the arbitrator shall not have jurisdiction to interpret or apply Articles 1, 15, 17, 21, 22, 23, 24, and 25 of this MOU.
- b. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this MOU, to impose on either party a limitation or obligation not expressly provided for in this MOU; or to establish or alter any wage rate or wage structure.
- c. The arbitrator does not have jurisdiction to require the City to make or incur expenditures or encumbrances in excess of total appropriations for SLCPD budget as adopted by the City Council.
- d. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Association and the City.
- e. Either party has the right to cross examine the witnesses, call witnesses on their own behalf, and to give rebuttal evidence at the discretion of the arbitrator/decision maker.
- f. The Arbitrator shall base their decision solely on the evidence presented at the hearing;
- g. The arbitrator has the authority to resolve a dispute as to whether a matter is the proper subject for arbitration. (for example: timeliness or arbitrability of a claim)

D. Arbitration Record

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

E. Arbitrator's Decision

1. The arbitrator shall proceed to decide the grievance according to the rules established by the arbitrator except as limited herein, and within the jurisdiction provided for in this Article.

2. The written award of the arbitrator, adjudicated within the arbitrator's jurisdiction and authority, shall be final and binding on the Association and the City. The arbitrator will make best efforts to provide a ruling within thirty (30) days of receipt of closing arguments/briefs.

F. Cost and Fees of Arbitration

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

ARTICLE 18 – SECONDARY AND OUTSIDE EMPLOYMENT

A. Secondary Employment

Secondary employment is defined as additional work assignments offered to officers for engaging in law enforcement services for contracted services between the City and a third party. (For example, contracted law enforcement services for a sporting or convention event). The City retains all rights to agree to any third party contracts, and secondary employment is not guaranteed.

The City retains the right to grant an employee the opportunity to engage in secondary employment consistent with policy. If the Department denies or removes secondary employment opportunities for an employee, an explanation will be given. An employee denied or removed from secondary employment may provide mitigating circumstances to be presented by the Association for consultation and review by the Chief of Police, or designee. The decision of the Chief is final.

ARTICLE 19 – PERSONNEL FILES

A. Access to Files

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

1. Access to Internal Affairs files shall be in accordance with the provisions stated in SLCPD's Policy Manual. An employee may request to review the employee's Internal Affairs "jacket." The "jacket" is the historical chronology of resolved complaints and investigations. Review is limited to closed matters or actions after any pending investigation is fully resolved unless otherwise permitted in this

agreement. Review is limited to in-camera inspection only without removal or copy.

2. Access to the Police Officer's official City personnel file shall be in accordance with City policy.

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

B. Entries into Personnel Files

1. A document adverse to Police Officers' employment may not be entered in their personnel files (which exclude the Internal Affairs files) without the Police Officer having first being given the opportunity to read and sign the document. This provision does not apply to formal disciplinary action of discharge as defined in Article 15.
2. The entry may be made, if after being given the opportunity to read the document, the Police Officer refuses to sign it. The Police Officer's refusal to sign shall be noted in the document. Police Officers have fourteen (14) calendar days within which to file a written response to any adverse document entered in their personnel file. The written response shall be attached to and accompany the adverse document.

ARTICLE 20 – LAYOFFS

Whenever it is necessary to reduce the number of Police Officers in SLCPD, the City shall first lay off probationary Police Officers. A laid off Police Sergeant shall be returned to a Police Officer position. The Sergeant will retain any seniority received if previously in the classification of Police Officer with the City. If further layoffs are necessary, Police Officers shall be laid off in inverse order of departmental seniority as a Police Officer and rehired. In the absence of a reason for not rehiring a laid off Police Officer, the Chief's intent is to rehire laid off Police Officers based upon departmental seniority.

Contracting Out: The City maintains the right to contract out services to non-City employees. In the event the City seeks to contract out services that will result in layoff of bargaining unit members, the City will give at least thirty (30) days' notice to the Association. The parties agree to meet, and the Association may provide advisory input and suggestions for the City's consideration.

ARTICLE 21 – TERM OF AGREEMENT

This MOU shall be effective from May 4, 2025 to June 30, 2028. For the purposes of contract interpretation or clarification, the parties may, by mutual written consent, acknowledge a written clarification to this MOU.

ARTICLE 22 – LIMITATION ON PROVISIONS

It is understood by the Association and the City that certain provisions of this MOU cannot be implemented by the City except upon public notice and hearing and compliance with various statutory and legal requirements. All financial commitments by the City shall be subject to the availability of funds approved by the City Council and the limitations on future budget commitments provided under State Constitution and Statute.

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

ARTICLE 23 – STRIKES AND WORK STOPPAGES

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

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

Police Officers shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work as specified herein or otherwise. Employees may be subject to disciplinary action, including termination, for not reporting to work as assigned or engaging in conduct prohibited by this section.

ARTICLE 24 – WAIVER CLAUSE

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

Except as provided for in Article 14, Savings, and Article 21, Term of Agreement, the City and the Association waive and relinquish the right to re-open or initiate collective bargaining negotiations during the term of this MOU with respect to any issue covered by this MOU. Matters not specifically covered by this agreement remain within management's discretion as stated in Article 3.

ARTICLE 25 – ENABLING CLAUSE

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

- Act by majority vote of its governing body to approve said MOU;
- Enact ordinances, resolutions, or take other action required to implement said MOU by general legislation;


[INTENTIONALLY LEFT BLANK]

ARTICLE 26 – EXECUTION OF AGREEMENT

The City and Association agree that this MOU is effective upon ratification of the respective parties and upon execution by the parties as signed below.

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

SALT LAKE POLICE ASSOCIATION



Joseph McBride (May 1, 2025 11:02 MDT)

By: Joseph McBride

Its: President

Dated: 05/01/2025

SALT LAKE CITY CORPORATION



Erin Mendenhall (May 1, 2025 11:58 MDT)

By: Erin Mendenhall

Its: Mayor

Dated: 05/01/2025

ATTEST AND COUNTERSIGNED



City Recorder
Title: City Recorder

RECORDED
May 1, 2025

APPROVED AS TO FORM



Jonathan G. Pappasideris
Senior City Attorney
Dated: 05/01/2025

Appendix A

SLC Police Officer FY2025-26 Base Wage Schedule

SLC Police Officer FY2025-26 Base Wage Schedule

Effective June 22, 2025

Years of completed service	Base Pay Rate
Entry	\$35.52
2	\$37.65
4	\$39.91
6	\$42.31
8	\$44.84
10	\$47.53
12	\$50.39

SLC Police Officer FY2025-26 Base Wage Schedule

Effective January 4, 2026

Years of completed service	Base Pay Rate
Entry	\$36.69
2	\$38.89
4	\$41.23
6	\$43.71
8	\$46.32
10	\$49.10
12	\$52.05

SLC Police Officer FY2026-27 Base Wage Schedule

Effective June 21, 2026

Years of completed service	Base Pay Rate
Entry	\$36.69
2	\$38.89
4	\$41.23
6	\$43.71
8	\$46.32
10	\$49.10
12	\$52.05

SLC Police Officer FY2027-28 Base Wage Schedule

Effective June 20, 2027

Years of completed service	Base Pay Rate
Entry	\$37.42
2	\$39.67
4	\$42.05
6	\$44.58
8	\$47.25
10	\$50.08
12	\$53.09

Attachment A

Resolution 33 of 2024 Collective Bargaining and Employee Representation Joint Resolution

Resolution 33 of 2024

Collective Bargaining and Employee Representation Joint Resolution

Adopting a joint resolution acknowledging Salt Lake City's practice of recognizing the exclusive representation of certain designated groups of eligible employees by labor organizations for the purpose of collective bargaining, authorizing the continuation of this practice, and setting forth the process for collective bargaining between Salt Lake City Corporation (the "City") and labor organizations.

WHEREAS, the residents of Salt Lake City are entitled to efficient and effective delivery of services and the orderly and uninterrupted operation of their government; and

WHEREAS, dialogue with certain designated groups of eligible employees related to the terms and conditions of their employment (including wages) facilitates the City's objectives of promoting fiscal responsibility and stability, maintaining and increasing employee productivity, and addressing issues pertaining to employee job satisfaction, morale, and retention; and

WHEREAS, the Mayor and City Council of Salt Lake City believe the collective bargaining process promotes cooperative and harmonious relationships between the City and certain designated groups of eligible employees related to the terms and conditions of their employment; and

WHEREAS, the Mayor and City Council of Salt Lake City believe it is in the best interest of the City to allow certain designated groups of eligible employees to be represented by labor organizations for the purpose of collective bargaining; and

WHEREAS, the Mayor and City Council of Salt Lake City believe it is in the best interest of the City to recognize individual labor organizations as the exclusive representative for certain designated groups of eligible employees for the purpose of negotiating a labor agreement (i.e. a "Memorandum of Understanding" ("MOU")) between the City and the labor organization in accordance with the provisions of this joint resolution; and

WHEREAS, this joint resolution supersedes and wholly replaces Resolution 15 of 2011 ("Collective Bargaining and Employee Representation Joint Resolution").

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

I. DEFINITIONS

As used in this joint resolution:

A. "CITY" means and refers to Salt Lake City Corporation, a municipal corporation organized under the laws of the State of Utah.

B. “LABOR ORGANIZATION” means and refers to an entity (i.e. a labor union or labor association) that seeks to be recognized as the Exclusive Representative of a Bargaining Unit for purposes of collective bargaining.

C. “BARGAINING UNIT” means and refers to the three designated groups of eligible employees referred to in Section II(A) below who may be represented by an Exclusive Representative for the purpose of negotiating a labor agreement between the City and the Exclusive Representative.

D. “EXCLUSIVE REPRESENTATIVE” means and refers to a Labor Organization that has been recognized as the sole representative of a Bargaining Unit and, accordingly, is authorized to engage in collective bargaining with the City for the purpose of negotiating a labor agreement between the City and the Exclusive Representative.

E. “NEGOTIATION” means and refers to the process by which the City and an Exclusive Representative meet and confer in good faith regarding the terms and conditions of employment (including wages), except to the extent such terms and conditions are a management right (permissive) or prescribed or prohibited by applicable law, and culminates in the execution of a labor agreement between the City and the Exclusive Representative.

F. “IMPASSE” means and refers to the inability of the City and an Exclusive Representative to agree upon and execute a labor agreement.

II. CITY RIGHTS AND OBLIGATIONS

A. The City acknowledges that the following three designated groups of eligible employees may be represented by an Exclusive Representative for the purpose of collective bargaining:

- i) sworn employees in the Police Department who hold the rank of Police Officer;
- ii) sworn employees in the Fire Department who hold the rank of Firefighter EMT, Firefighter Specialist, Firefighter Paramedic, Firefighter Captain, and Medical Response Paramedic and non-sworn employees in the Fire Department who serve as Fire Logistics Coordinators and Fire Prevention Specialists; and
- iii) employees who serve in the job titles outlined in Appendix A of the most recent Memorandum of Understanding between the City and Local 1004 of the American Federation of State, County, and Municipal Employees.

B. In accordance with applicable law and the provisions of this joint resolution, the City has the exclusive right to determine the mission and objectives of each of its departments, divisions, bureaus, boards, commissions, programs, and services.

- C. The City has the exclusive right to:
- i) hire and direct its employees;
 - ii) impose corrective or disciplinary action on its employees;
 - iii) classify its employees for compensation purposes;
 - iv) relieve its employees of duty due to reorganization, restructuring, lack of funds, lack of work, or other reason not prohibited by applicable law;
 - v) determine the method, means, and personnel by which City operations are conducted;
 - vi) maintain the efficiency and effectiveness of City operations;
 - vii) promulgate rules and regulations pertaining to Exclusive Representative activity, including meeting with City administration and management, using City facilities or equipment, and engaging in Exclusive Representative activity during business hours; and
 - viii) take whatever actions it deems necessary, in its sole discretion, to carry out its responsibilities in an emergency situation.
- D. The City intends to:
- i) negotiate in good faith with the recognized Exclusive Representative of each Bargaining Unit; and
 - ii) compensate its employees in a fiscally-responsible manner.

III. EMPLOYEE RIGHTS AND OBLIGATIONS

A. Unless otherwise prohibited by applicable law or this joint resolution, eligible employees in a Bargaining Unit have the right to form, join, and participate in activities through an Exclusive Representative.

B. Eligible employees in a Bargaining Unit have the right to refrain from participating in any Exclusive Representative and/or Labor Organization activity and Exclusive Representatives and Labor Organizations are prohibited from coercing eligible employees into joining, participating, assisting, supporting, or in any other way contributing to the success or operation of an Exclusive Representative and/or Labor Organization. Eligible employees in a Bargaining Unit shall not be interfered with, intimidated, restrained, coerced, or discriminated against because of their exercise of, or refusal to exercise, any of the rights outlined in this joint resolution.

C. This joint resolution does not prevent an eligible employee in a Bargaining Unit from:

- i) bringing personal concerns to the attention of City administration or management; and
- ii) enjoying, without discrimination, all employment rights and benefits granted by the City.

IV. EXCLUSIVE REPRESENTATIVE OBLIGATIONS

A. An Exclusive Representative and its officers, agents, and/or employees are prohibited from:

- i) restraining, coercing, or interfering with eligible employees in the exercise of their rights guaranteed under this joint resolution, including, but not limited to, attempting to cause the City to discriminate against an eligible employee in violation of such employee's rights under applicable law or this joint resolution;
- ii) restraining or coercing the City in its recognition of an Exclusive Representative for purposes of collective bargaining or the adjustment of grievances;
- iii) refusing to negotiate in good faith with the City; and
- iv) engaging in a strike, or encouraging, aiding, or abetting any eligible employee of a Bargaining Unit to engage in a strike, which, in addition to being prohibited, is declared to be illegal.

B. An Exclusive Representative and its officers, agents, and/or employees shall have an affirmative duty to take immediate, appropriate, and effective affirmative action to end an employee strike or work stoppage.

V. NEGOTIATION OF LABOR AGREEMENTS

A. The City's chief negotiator and the Exclusive Representative will meet and engage in Negotiation. The City and the Exclusive Representative will fully consider any proposals presented during Negotiation and will attempt to reach an agreement on the subjects of Negotiation prior to the submission of the Mayor's recommend budget to the City Council.

B. The scope of collective bargaining between the City and the Exclusive Representative shall be restricted, shall not include those subjects which the City has no authority to change, and shall not infringe on the City's rights outlined in Section II of this joint resolution. Negotiation will not include any issues already provided for by applicable law and, similarly, this joint resolution shall not be construed to eliminate, restrict, or otherwise alter any

rights provided by applicable law. Moreover, this joint resolution shall not be construed to invalidate, modify, or otherwise alter any article of any MOU in effect as of the date of adoption of this joint resolution.

C. If the City's chief negotiator and the Exclusive Representative reach a tentative labor agreement, they will jointly prepare a written MOU containing the terms of their agreement. A written MOU is a joint recommendation which the City's chief negotiator and the Exclusive Representative will provide to the Mayor on or before May 15 of the calendar year in which the existing MOU expires, or at a later date in the event Negotiation continues past May 15.

D. The written MOU will not be binding upon the City or the Exclusive Representative, either in whole or in part, until the members of the Bargaining Unit have ratified the MOU by a majority vote and until the City Council:

- i) acts by majority vote to approve the MOU;
- ii) enacts ordinances or makes other changes required to implement the MOU; and
- iii) appropriates the funds required to implement the MOU for each year of its existence.

E. If the Bargaining Unit does not ratify the proposed written MOU, the City's chief negotiator and the Exclusive Representative will meet within ten (10) business days of the failed ratification vote to review the basis for the failed ratification and attempt to determine if additional Negotiation could result in a new labor agreement that could be ratified by the Bargaining Unit.

F. While the MOU is pending before the City Council for action, the Exclusive Representative, its individual members, and the Mayor shall not appear before the City Council or its members to advocate for any amendment, addition, or deletion to the MOU's agreed-upon language.

G. Each MOU must contain a provision prohibiting strikes or lockouts. Each MOU shall have a term of at least one calendar year. It is expressly understood that no MOU may or can bind succeeding Mayors or City Councils.

H. An MOU will be enforceable when entered into and executed in accordance with the provisions of this joint resolution. No publication of an MOU shall be required to make it effective.

I. Nothing in an MOU shall prevent the City and the Exclusive Representative from mutually identifying and discussing issues related to the terms and conditions of eligible employees' employment during the term of an existing MOU.

VI. IMPASSE

A. If the City's chief negotiator and the Exclusive Representative are unable to reach an agreement by May 15 of the calendar year in which the existing MOU expires, either the City or the Exclusive Representative may declare Impasse and the matter shall be submitted to the Mayor and the City Council for review and resolution. The Mayor may recommend that the City Council:

- i) permit the City and the Exclusive Representative to continue Negotiation;
- ii) implement a one-year compensation plan, to be proposed by the Mayor, for the Bargaining Unit; or
- iii) adopt the City's last formal offer presented in Negotiation for outstanding proposals for a term not to exceed one calendar year.

In the event the Mayor recommends any of the foregoing approaches to resolving Impasse, any existing tentative agreements reached during Negotiation shall stand as agreed upon.

B. In the event of Impasse, the City's chief negotiator and the Exclusive Representative may also (but are not required to) jointly ask the City Council for permission to engage in mediation with an outside mediator. If the City Council grants the joint request to mediate, the costs associated with any outside mediator shall be borne equally by the City and the Exclusive Representative. If an outside mediator is engaged, the City's chief negotiator and the Exclusive Representative agree to participate in at least two (2) mediation sessions of at least four (4) hours each within thirty (30) days of the mediator's engagement. Mediation sessions are considered closed sessions and, in the event mediation does not result in agreement for a successor MOU, the provisions of Section VI(A) above apply.

VII. RECOGNITION OF EXCLUSIVE REPRESENTATIVE

A. Purpose:

The purpose of this section is to provide a uniform process for a Bargaining Unit to select an Exclusive Representative.

B. Petition:

If members of a Bargaining Unit allege that their existing Exclusive Representative no longer represents the interests of the members of the Bargaining Unit, they may file an original and two copies of a petition with the City Recorder alleging that a new Exclusive Representative should be recognized. The City has the exclusive right to deny any petition that includes employees not referred to in Section II(A) above.

C. Petition Filing Requirements:

To be considered, a petition must be filed between September 15 and October 15 of the calendar year immediately preceding the calendar year during which the existing MOU expires. For calendar year 2024 only, a petition must be filed between October 2 and November 1 to be considered. A petition filed outside the time periods referenced above will not be considered. In addition, a petition must contain a statement of interest of at least thirty-three (33) percent of the total employee count of the classifications within the Bargaining Unit, including: i) a statement outlining the basis of the petition; ii) a declaration and signature by the person(s) submitting the petition that the contents of the petition are true and correct; iii) a list of the job classifications seeking to change the Exclusive Representative; iv) the name and contact information of the proposed new Exclusive Representative; and v) an affirmation of the numeric count of the employee members of the Bargaining Unit who have signed the petition.

D. Petition Authentication:

Within ten (10) calendar days of its receipt of a petition, the City will provide a copy of the filed petition to the existing Exclusive Representative of the Bargaining Unit. Within fourteen (14) calendar days of its receipt of a petition, the City will evaluate whether the petition preliminarily complies with the requirements set forth in Section VII(C) above. If the petition does not comply with the requirements set forth in Section VII(C) above, the City will inform the person(s) who filed the petition of the deficiencies and afford the person(s) five (5) business days to rectify the deficiencies and submit a conforming petition.

If a petition (whether an original petition or conforming petition) preliminarily complies with the requirements set forth in Section VII(C) above, the City will engage the services of a third-party neutral ("TPN") to authenticate the petition. The TPN's initial responsibility is to validate the required thirty-three (33) percent showing of interest and, in order to do so, the TPN shall require the person(s) filing the petition to provide "Showing of Interest" forms/cards (in a form substantially similar to the attached Exhibit A) to the TPN for verification. The City will not review or otherwise have access to any Showing of Interest forms/cards provided to the TPN.

The City will provide the TPN with a list of current employees in the Bargaining Unit as of the date the petition was filed. The TPN will authenticate whether at least thirty-three (33) percent of the total number of current employees within the Bargaining Unit have submitted a valid "Showing of Interest" form/card demonstrating their interest in being represented by a new proposed Exclusive Representative as identified in the petition. The TPN has the authority to invalidate deficient cards that are not complete or not eligible for the petition. If the TPN authenticates a valid thirty-three (33) percent showing of interest, the matter will proceed to a majority vote of the Bargaining Unit. If the TPN does not authenticate the petition, the TPN will inform the City and the person(s) who filed the petition in writing that the petition cannot be authenticated. A petition that is not authenticated cannot be refiled until the next window period as set forth in Section VII(C) above.

E. Election:

If a petition is authenticated by the TPN, the issue of which Exclusive Representative will be recognized as the Exclusive Representative of the Bargaining Unit will proceed to a majority vote of the members of the Bargaining Unit employed as of October 16 of the calendar year immediately preceding the calendar year during which the existing MOU expires. The majority vote will be scheduled, noticed, and occur during the time period between October 16 through November 16 of the calendar year immediately preceding the calendar year during which the existing MOU expires. For calendar year 2024 only, these dates will be November 2 and November 2 through November 30, respectively. The vote will be by secret ballot submitted by mail to the TPN and the form of the ballot will be in a form substantially similar to the attached Exhibit B. The TPN will authenticate votes and provide the tally of votes in writing to the City, the person(s) filing the petition, and the existing Exclusive Representative of the Bargaining Unit by December 10 of the calendar year immediately preceding the calendar year during which the existing MOU expires. For calendar year 2024 only, the tally of votes will be provided by December 13.

F. Change in Exclusive Representative:

If the election referenced in Section VII(E) above results in a change of Exclusive Representative, the change will become effective with the execution of the successor MOU. The City will, however, initiate negotiations regarding the successor MOU with the new Exclusive Representative in January of the calendar year during which the existing MOU expires.

VIII. COURT DECLARATION

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

Passed by the City Council of Salt Lake City, Utah, this 1st day of October, 2024.


Victoria Petro (Oct 8, 2024 18:05 MDT)

Victoria Petro
CHAIR

ATTEST


Cindy Trishman (Oct 15, 2024 14:41 MDT)

CITY RECORDER

Transmitted to Mayor on the _____ day of _____, 2024.

Rachel Otto
Rachel Otto (Oct 9, 2024 10:20 MDT)

Erin Mendenhall
MAYOR

ATTEST

Cindy Trishman
Cindy Trishman (Oct 15, 2024 14:41 MDT)

CITY RECORDER



APPROVED AS TO FORM

Salt Lake City Attorney's Office

Date: Oct 8, 2024

By: Jayson Oldroyd
Senior City Attorney

Exhibit A:
Sample

**Showing of Interest for
Exclusive Representation by a Labor Organization**

I designate (name of labor organization) as the exclusive representative for the purpose of collective bargaining with Salt Lake City Corporation. I understand that my signature may be used to obtain affirmation/certification of the above-named labor organization as the exclusive representative.

Printed Name

Signature

Date:

Employee Classification/Job Title:

Exhibit B:
Sample

**Vote for
Exclusive Representation by a Labor Organization**

(box) I vote to continue (name of existing Exclusive Representative) as the exclusive representative for the purpose of collective bargaining with Salt Lake City.

(box) I vote to change to (name of labor organization) as the exclusive representative for the purpose of collective bargaining with Salt Lake City.

I understand that my signature may be used to obtain affirmation/certification of the above-named labor organization as the exclusive representative.

Printed Name

Signature

Date:

Employee Classification/Job Title: